
SUBLEASE AGREEMENT

This Sublease Agreement (the “Agreement”) is made on June 1, 2025, in Curaçao, by and between:

1. PARTIES

Michael Chambers & Co. B.V., a private limited liability company incorporated under the laws of Curaçao, with its registered office in Curaçao (hereinafter referred to as the “Sublessor”),

and

Groove Technologies N.V., a public limited liability company incorporated under the laws of Curaçao, with its registered office in Curaçao (hereinafter referred to as the “Sublessee”).

2. PREMISES

The Sublessor hereby subleases to the Sublessee a portion of the commercial office space located at:

Zuikertuin Tower Unit 1B and 1C, Zuikertuintjeweg, Curaçao
(the “Premises”).

3. USE

The Premises shall be used solely for **office and business purposes**.

The Sublessee shall not use the Premises for any unlawful or residential purposes.

4. TERM

This Agreement shall commence on June 1, 2025 and shall continue until April 30, 2027, unless terminated earlier in accordance with this Agreement.

5. RENT

5.1 The Sublessee shall pay to the Sublessor a monthly rent of **XCG 1,000**, payable in advance on the first day of each month.

5.2 Payments shall be made to a bank account designated by the Sublessor.

6. UTILITIES AND SERVICES

Unless otherwise agreed, the Lessee shall be responsible for:

- Electricity
- Internet
- Cleaning and maintenance

- Any other services used by the Sublessee

7. CONDITION OF PREMISES

The Sublessee accepts the Premises in its current condition and agrees to maintain it in good order.

Any damages caused by the Sublessee shall be repaired at its expense.

8. COMPLIANCE WITH HEAD LEASE

8.1 This Sublease is subject to the terms of the main lease agreement between the Sublessor and the property owner

8.2 The Sublessee agrees to comply with all applicable provisions of that lease.

9. NO FURTHER SUBLEASE

The Sublessee shall not assign or sublease the Premises to any third party without prior written consent of the Sublessor.

10. TERMINATION

Either party may terminate this Agreement:

- With **30 days written notice**, or
- Immediately in case of breach by the other party

This Agreement shall automatically terminate if the main lease is terminated.

11. LIABILITY

The Sublessee is responsible for:

- Its own operations
- Any damage caused by its employees or visitors

The Sublessor shall not be liable for any loss, theft, or damage to the Sublessee's property.

12. GOVERNING LAW

This Agreement shall be governed by the laws of Curaçao. Any disputes shall be submitted to the Court of First Instance of Curaçao.

13. Signatures

Signed in Curaçao:

SUBLESSOR

Michael Chambers & Co. B.V.

Name: Maya Baroud

Title: Director

Signature: _____

Date: June 1, 2025

SUBLESSEE

Groove Technologies N.V.

Name: Chambers Corporate Management B.V.

Title: Director

Signature: _____

Date: June 1, 2025