

Commercial Lease Agreement

This commercial lease agreement (the "**Lease Agreement**") is made and entered into by and between:

1. **Live Strong Private Foundation**, a private foundation, duly organized and existing under the laws of Curacao, registered at the Curacao Chamber of Commerce under number 114705, having its registered address at Groot Kwartierweg 12, Willemstad, Curacao (hereinafter referred to as the "**Landlord**"), and
2. **EveryMatrix N.V.** a public limited liability company, duly organized and existing under the laws of Curacao, registered at the Chamber of Commerce & Industry under number 108354(0), having its registered address at Dr. M.J. Hugenholtzweg Z/N, Curacao (hereinafter referred to as the "**Tenant**").

The parties to this Agreement are hereinafter also collectively referred to as the "**Parties**" and each individually as a "**Party**".

WHEREAS

- The Tenant wishes to rent office space from the Landlord in order to conduct business;
- The Landlord offers to lease to the Tenant office space in the building located at Groot Kwartierweg 10, Curacao, on the first floor, totally approximately 41m² in floor area (hereinafter referred to as the "**Office Space**"), upon and subject to the following terms and conditions:

HEREBY THE PARTIES AGREE AS FOLLOWS

Article 1. Term.

1. The term of this Lease Agreement shall be for one year (the "**Term**"), commencing on October 1, 2022 (hereinafter referred to as the "**Commencement Date**"), therefore terminating on October 1, 2023
2. Unless either Party has given written notice of termination 30 days prior to the last day of such term, this Lease Agreement will continue each time for a successive period of one (1) year.

Article 2. The Office Space.

The Office Space will consist of the following:

- Office space of around 30m²;

- Exclusive telephone line in the name of the Tenant;
- Exclusive name sign of the Tenant;
- Full use of general spaces;
- A reception service;
- Electricity, water and internet charges;
- Parking space for 2 (two) cars.

Article 3. Rental.

1. At the Commencement Date the rent of the Office Space will amount to EUR 2,275 (in words: two thousand two hundred seventy-five euros) per month, payable to Landlord in monthly installments and due on up to the seventh day of each month in advance (hereinafter referred to as the **"Rent"**).
2. The Landlord shall have the right to adjust the Rent after each year, with a two month notice period. If the Tenant does not agree with thus increase of the Rent, the Tenant shall have the option to terminate this Lease Agreement within thirty (30) days after receipt of the notice to increase the Rent.

Article 4. Deposit.

1. Tenant hereby submits the one-time sum of EUR 2,275 (in words: two thousand two hundred seventy-five euros) payable to the Landlord as a deposit (the **"Deposit"**) for the Office Space, as security for the full and faithful performance by the Tenant of all the terms and conditions of this Agreement required to be performed by the Tenant. Landlord shall provide a written proof of that he received the transfer within 14 (fourteen) days as of the receipt of the Deposit.
2. In the event this Lease Agreement will be terminated, the Landlord shall return the full Deposit to the Tenant within 14 (fourteen) days after the termination minus (if applicable) any defaults regarding the Office Space or receipt of outstanding Rent. In the event of deduction of the Deposit for defaults to the Office Space, the Landlord shall without any further request by the Tenant, present to the latter relevant documents proving the existence and cost of the defaults.

Article 5. Bank account details.

Name of Payee:	Live Strong Private Foundation
Address of Payee:	Landhuis Groot Kwartierweg 12, Curacao
Bank of Payee:	Wirecard Bank AG
Bank address:	P.O. Box 31, 04163, Leipzig, Germany
Account Name:	eMoore N.V.
IBAN:	DE4851 2308 0000 0005 3494
BIC/ SWIFT:	WIREDEMMXXX
Payment detail:	Monthly Rent Office Space (Interlagos)

Article 6. Use.

1. The Office Space shall be used as office space and any other thereto related uses. In case the Tenant wishes to use the Office Space in any other way, approval thereof must be given by Landlord beforehand.
2. No load of more than 500 kg/m² shall be put on the floors of the Office Space: damages caused by overload of the floors shall be repaired at the expense of the Tenant.

Article 7. Occupancy.

1. The Tenant shall be given vacant possession to Office Space on the Commencement Date. All invoices and/or other monetary obligations due addressed to the previous tenants and/or the Landlord concerning the Office Space must be paid no later than the Commencement Date, if such exist.
2. The Landlord acknowledges that as of Commencement Date and during the Term of the Lease agreement there will be no existing leases, options to lease, rights of renewal or any other leasehold interest in the Office Space on behalf of third parties.

Article 8. Obligations for repairs.

Landlord's Repairs.

1. Subject to any provisions herein to the contrary, and except for maintenance or replacement necessitated as the result of the act or omission of licensees or contractors, the Landlord shall be required to repair only defects, deficiencies, deviations or failures of materials or workmanship in the building. The Landlord shall keep the Office Space free of such defects, deficiencies, deviations or failures during the Term of the Lease Agreement.
2. In the event of occurrence of any kind of defects, deficiencies, deviations or failures during the Term of the Lease Agreement, the Landlord shall begin the necessary repairs as soon as possible after the event occurred, without any kind of specific invite /notice/ by the Tenant.

Tenant's Repairs.

3. The Tenant shall repair and maintain the Office Space in good order and condition, except for:
 - a. the reasonable wear and tear as result of the normal usage of the Office Space;
 - b. the repairs required of the Landlord under article 8.1 of this Lease Agreement;

- c. maintenance or replacement necessary as the result of the act or omission or gross negligence of the Landlord, its employees, agents, or contractors and/or any third parties not related to the Tenant.

Article 9. Alterations to the Office Space.

1. The Tenant shall be permitted to make such alterations, expansions or renovations to the Office Space (hereinafter referred to as the "**Tenant's Work**") as it so chooses, provided that all plans for such Tenant's Work have received the Landlord's prior written consent.
2. The Tenant's Work shall in all instances be in accordance with all municipal building codes, by laws and other governmental rules.

Article 10. Equipment and Fixture Removal.

1. Any equipment or fixtures installed by the Tenant in the Office Space may be removed by Tenant at any time during the Term of the Lease agreement, provided that any damage caused by such removal, apart from normal wear and tear, shall be reasonably repaired by the Tenant at its own expense.
2. Upon termination of the Agreement, the Tenant will be responsible for removing any of the Tenant's Work and/or restoring the Office Space to its original condition.

Article 11. Assignment and subletting.

The Tenant shall not have the right to assign or sublet its interest in all or part of Office Space at any time without the written approval of the Landlord.

Article 12. Amendments

No modification or other amendments to this Lease Agreement, annex, nor any provisions hereof shall be valid unless such amendment was reduced to writing and was duly signed by duly authorized representatives of both Parties.

Article 13. Termination.

Landlord and Tenant each may terminate this Lease by a 2-months' prior notice in writing to the other Party (hereinafter referred to as the "**Termination**") of its intent to terminate (hereinafter referred to as the "**Termination Notice**").

Article 14. Visiting schedule

1. In case of termination of this Lease Agreement or in case of proposed sale of the Office Space, a visiting schedule shall be laid down for the period of four months

preceding such a decision, giving the Landlord the right to show the Office Space to prospective tenants or buyers while Tenant is present at the Office Space.

2. In any case, the visiting schedule cannot in any way interfere with or hinders the business activities of the Tenant and is subject to the prior written approval of the Tenant, such approval will not be unreasonably withheld or delayed.
3. The Landlord shall notify the Tenant in writing as soon as possible in case of approved sale of the Office Space.

Article 15. Notices.

Any notice required by this Lease Agreement or given in connection with it, shall be in writing and shall be given to the appropriate Party by personal delivery or a recognized overnight delivery service such as FedEx or via email.

If to the Landlord:

Attn. the Board of Directors
roland.beunis@trustmoore.com
Landhuis Groot Kwartierweg 12 Curacao

If to the Tenant:

Attn. eMoore N.V.
george.bergmann@emoore.com
Landhuis Groot Kwartierweg 12 Curacao

AND
officemanagement@everymatrix.com

Article 16. No Waiver.

The waiver or failure of either Party to exercise in any respect any right provided in this Lease Agreement shall not be deemed a waiver of any other right or remedy to which the Party may be entitled.

Article 17. Entirety of Agreement.

1. The terms and conditions set forth herein constitute the entire agreement between the Parties and supersede any communications or previous agreements with respect to the subject matter of this Lease Agreement.
2. There are no written or oral understandings directly or indirectly related to this Lease Agreement that are not set forth herein.

3. No change can be made to this Lease Agreement other than in writing and signed by both Parties.
4. If any clause of this Lease Agreement should be invalid, then the remaining terms of this Lease Agreement shall continue in full force. The Parties shall upon mutual consent replace the invalid clause with a valid provision which shall, as far as possible, reflect the meaning of the invalid clause.

Article 18. Governing Law.

1. This Lease Agreement shall be construed in accordance with the applicable laws of Curacao and any dispute concerning or related hereto, including disputes arising from or related to its interpretation, invalidity, execution or termination, as well as any disputes regarding filling gaps in the Lease Agreement or regarding the adjustment of this Lease Agreement to new circumstances, shall be brought before the Court of First Instance of Curacao.
2. The general conditions as set out in the articles of Title 4 of Book 7 of the Curacao Civil Law will be applicable on this Lease Agreement.

Article 18. Confidentiality

1. **“Confidential Information”** shall mean any proprietary and/or confidential information, whether communicated orally or in writing, concerning the disclosing Party or its products, customers, suppliers, technology, intellectual property, services, finances, personnel, business practices and policies, including, trade secrets, discoveries, ideas, concepts, know-how, software, techniques, designs, specifications, drawings, diagrams, data, computer programs and any component thereof, business activities and operations, reports, studies, lists of customers, current and future business plans, financial information, and other technical and business information.
2. The Confidential Information provided between the Parties or to their representatives throughout the Term of this Lease Agreement or after its expiry or termination shall be used in the spirit of good faith. The Parties shall refrain from any activities which may harm either of them. The Confidential Information shall not be disclosed by the other Party or its representatives to any third parties without the explicit written consent of the disclosing Party.
3. This obligation shall not apply in case that the Party disclosing the confidential information:
 - a) was lawfully in possession of such information at the time of its disclosure
 - b) the information disclosed was lawfully in the public domain
 - c) has lawfully received such information from a third party being under no obligation for non-disclosure;
 - d) is required to disclose the information by law or regulation, order by a government body, stock exchange, or any other similar entity.

Article 19. Severability.

1. If any term of this Lease Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.
2. This Lease Agreement, together with any schedule attached thereto, constitutes the entire agreement between the Parties related to the subject matter hereof, and supersedes all prior agreements, undertakings, negotiations and discussion between the Parties, whether oral or written, in respect to the subject matter of this Agreement, unless otherwise specifically expressed in this Agreement.

This Lease Agreement may be executed in counterparts, including counterparts signed by facsimile. Each counterpart shall constitute an original document and the counterparts, taken together, shall constitute one and the same instrument.

Hereby duly signed in twofold;

On behalf of the Landlord:

On behalf of the Tenant:

Live Strong Private Foundation

By: Trustmoore (Curacao) N.V.

Title: Board Member

Place & Date: Curacao, _____, 2022

EveryMatrix N.V.

By: eMoore N.V.

Title: Managing Director

Place & Date: Curacao, _____, 2022