

LEASE AGREEMENT

THE UNDERSIGNED:

- (1) **Sadekya Trustees Ltd. B.V.**, a limited liability company (besloten vennootschap), organized and existing under the laws of Curacao, whose registered office is situated at Willemstad, Curacao at Abraham Mendes Chumaciero Blvd. 03 and registered with the Commercial Register of the Curacao Chamber of Commerce under no. 131584 (O), from now on to be referred to as "**the Lessor**", and
- (2) **Zaptorica B.V.**, a limited liability company, organized and existing under the laws of Curacao, whose registered office is situated at Abraham Mendes Chumaciero Blvd. 03 and registered with the Commercial Register of the Curacao Chamber of Commerce under no. **163921** (O), from now on to be referred to as "**the Lessee**";

WHEREAS:

- (A) Lessor is the owner of an office building located at Abraham Mendes Chumaciero Blvd. 03 in Willemstad, Curacao, after this referred to as "the Office Building";
- (B) Concerning the operation of its business, Lessee wishes to enter into a lease agreement (the "Lease Agreement") regarding one or more office spaces in the Office Building on the following terms and conditions;

DECLARE TO HAVE AGREED AS FOLLOWS:

Article 1 - The Lease

- 1.1 The Lessor leases to the Lessee, as the Lessee accepts in lease from the Lessor, one shared office space located in the Office Building, hereinafter referred to as "the Leased Premises".
- 1.2 The Lessee declares to be sufficiently familiar with the Leased Premises and does not require a further description thereof and declares to accept the Leased Premises in a good condition without defects.
- 1.3 The Lessee further declares to have been given due notice that the Leased Premises are new and the Lessee will be the first tenant in this particular space, which may give rise to

issues and disruptions that would not be normal for an established property but are quite foreseeable for a brand new building. None of these issues or disruptions shall cause any claim against the Lessor.

- 1.4 This Lease Agreement is a new agreement between the parties and replaces eventual other lease agreements entered between the parties. While most of the terms and conditions are the same, some may have changed, the Lessee has been given an opportunity to read through this Lease Agreement.

Article 2 - Period of the lease

- 2.1 The lease has been entered into for a period of two (2) years, commencing on October 1st 2023 and subsequently ending on October 1st, 2025.
- 2.2 At the end of the period of two (2) years the lease will be renewed automatically for a period of one (1) year, unless either party terminates the lease in writing at least three (3) months prior to the ending of the two (2) year period stated in 2.1 hereof.

Article 3 - Rental or other amounts payable by Lessee to Lessor

- 3.1 Lessee shall pay in advance to Lessor on the first day of the month rent amounting to 300 Euros, excluding any taxes that may be applicable, as per the respective invoices.
- 3.2 During the continuity of the lease, the rent shall be increased each year by 2%.
- 3.3 All amounts payable by Lessee shall be paid into such account as Lessor may from time to time communicate to Lessee, without any set-off or deduction.
- 3.4 In case Lessee fails to pay the rent on the date such is due pursuant to this Article 3.1, Lessee shall — in addition to the back rent — be due an interest of 5% per month on the due and payable rental amounts and Lessor shall be entitled to immediately terminate this Agreement.

Article 4 - Service Charges

- 4.1 The amounts paid in accordance with Article 3 cover rental of the property and the services listed at Article 4.2 below (the "Services"). No services other than the Services are provided by the Lessor to the Lessee as part of the rental of the property.
- 4.2 The services include air-conditioning; electricity and water consumption, basic cleaning, security, high speed internet connection, telephone connection, access control system and use of common areas. Lessor reserves the right to either reduce or expand these services, subject to reasonable notice and discussion where appropriate.

- 4.3 Should the Lessor choose to contract third parties for the execution of some of the services there will be no reduction of the rental detailed in Article 3.
- 4.4 Lessee understands that excessive use of electricity or water is to be avoided as much as possible and Lessor will monitor electricity usage and bring it to the Lessee's attention if it is determined that there is unusually high consumption taking place.

Article 5 - The Leased Premises

- 5.1 The Leased Premises are to be used for the purpose of business and Lessee is not allowed, without prior specific written permission of the Lessor, to use the Leased Premises for any other purpose.
- 5.2 Lessee must see to it that it receives the permits and/or exemptions that it may require for conducting its business; any refusal or cancellation of such permits and/or exemption shall never be a reason for Lessee to cancel or annul this lease agreement or to bring any action against the Lessor.
- 5.3 Lessor shall not be liable for damages to be suffered by Lessee due to the appearance and results of visible or hidden defects, nor for damage caused by storm, or rain fall, not by inflow or outflow of water, gas, electricity or any other cause.
- 5.4 Lessee is obliged to inform Lessor in writing in time when damage is imminent, or when damage is done to the Leased Premises or the Office Building or when a defect occurs.
- 5.5 Lessor shall not be liable for Lessee's loss of profits or for damage to Lessee's property. Lessee shall take out an insurance against such occurrences.

Article 6 - Use of the Leased Premises

- 6.1 Lessee shall use the Leased Premises as a "good father of the house" and in accordance with the purpose as indicated in Article 5.1 above. This also includes turning off electrical equipment and air conditioning when the Leased Premises are not in use.
- 6.2 Lessee is obliged to see to it that Lessee — or third parties working for Lessee — will not cause nuisance to other users of the Office Building and/or adjacent buildings.
- 6.3 Lessee commits itself to conduct its business as befits a good tenant.
- 6.4 Without Lessor's explicit written permission, Lessee shall not have the Leased Premises used either wholly or partially by a third party, or sublet it to a third party.

Article 7 - Maintenance and Repairs

- 7.1 The periodic internal maintenance of the Leased Premises shall be done by Lessee at its own expense.
- 7.2 Maintenance and repairs of the outside and structure of the Office Building shall be for the account of Lessor, unless the need for repairs has been caused by gross negligence of Lessee or of Lessee's personnel.
- 7.3 In case Lessee fails to do what Lessee is obliged to do by virtue of Articles 7.1 and 7.2, Lessor shall be entitled and shall be irrevocably authorized thereto by Lessee to perform these acts, or to cause these acts to be performed on behalf of and for the account of the Lessee.
- 7.4 Lessee shall reimburse Lessor for damages caused by Lessee to the Leased Premises and/or the Office Building, in particular as a result of any installation brought into the Leased Premises and/or the Office Building by Lessee, or work carried out therein.

Article 8 - Lessor's access to the Leased Premises

- 8.1 Lessee shall permit Lessor or Lessor's authorized staff at any time or times — after prior notice has been given — to enter and examine the Leased Premises to ensure that nothing has been done therein constituting a breach of any of Lessee's obligations herein contained and also to examine the state and condition of the Leased Premises.
- 8.2 Lessee shall permit the Lessor, Lessor's authorized staff, Lessor's workmen and (if authorized by the Lessor) the tenants and occupiers of any adjoining or neighboring premises or their respective authorized agents and workmen, to enter upon the Leased Premises at reasonable hours, in the daytime for executing repairs or alterations of or upon adjoining or neighboring premises, the person entering making good all damage thereby occasioned to the Leased Premises.

Article 9 — Deposit

- 9.1 For greater security of the fulfillment of Lessee's obligations under this agreement, Lessee shall, prior to taking occupation and immediately upon execution of this agreement pay to Lessor a deposit equal to three (3) month rent amounting to 900 Euros, which shall be paid into the account(s) as referred to in Article 3.3. The deposit shall be returned to Lessee upon termination or expiration of the lease agreement, after deduction of possible back payments of lease amounts and service charges, as well as damages incurred by Lessee in relation to the Leased Premises, the amount of which damages are to the sole discretion

of the Lessee, and after producing all receipts of phone charges and any other charges specific to the Lessee which have to be paid up until the day of departure. The lessor shall not be obliged to return the deposit until it has elapsed after termination as to allow the Lessor to determine the amounts detailed above.

Article 10 - Default/Termination

- 10.1 Lessor shall be entitled to terminate the Lease Agreement with immediate effect, without prior notice of default and judicial intervention being required, in case: (i) Lessee does not meet its obligations under the Lease Agreement, including, but not limited to, its obligation to make payments to Lessor in due time, (ii) Lessee fails to comply with any laws, rules and/or regulations of Curacao, (iii) Lessee has been declared bankrupt, Lessee applies for a provisional or final moratorium, in case of a resolution to dissolve Lessee has been taken or if Lessee's goods and/or money have been attached and such attachment has not been lifted within 30 days thereafter, (iv) Lessee's business practices or of its agents are deemed to misrepresent Lessor, or be harmful to the reputation of Lessor, to be determined by Lessor and (v) Lessee fails to comply with reasonable instructions of Lessor or its representatives regarding public order and safety.
- 10.2 On termination of the lease, by expiration of the lease term or otherwise, Lessee shall vacate the Leased Premises in the condition in which the Leased Premises shall be under the provisions of the Lease Agreement. Lessee shall remove all items that are attached to the Leased Premises other than items that cannot be removed without substantial damage to the Leased Premises, unless parties agree otherwise. All items left in the Leased Premises upon termination of this Lease Agreement shall be forfeited to the Lessor immediately and any costs incurred in their removal, destruction or repair shall be levied against the deposit held by the Lessor.
- 10.3 All costs both in and out of court caused to lessor by Lessee's failing to comply with one or more provisions of the law and the Lease Agreement, including the costs of the attorney of Lessor, shall be for the account of Lessee. Lessee shall in any case be due and amount equal to 15% on account of collection fees on any due and outstanding rental- or service charges.

Article 11 - Liability for damage or injury

- 11.1 Neither party shall be responsible for any damage or injury sustained by the other party, its employees, clients and/or guests whatsoever on the premises of Lessor, unless such damage or injury is the consequence of intent or gross neglect on the side of the party concerned.

Article 12 – Indemnification

- 12.1 Lessee shall hold Lessor harmless against all claims and liability arising out of the business conducted by Lessee in relation to the lease or in relation to the use of the space and facilities made available to Lessee by Lessor.

Article 13 - Rules and regulations

- 13.1 Lessor is entitled to, and will, set additional rules and regulations (the "House Rules") for the daily use of the Leased Premises and the use of the common areas of the Office Building. Such rules and regulations shall be made known to Lessee in writing from time to time, may be amended with no less than 1 month notice and shall form an integral part of this agreement.

Article 14 - Assignment of lease

- 14.1 Lessor shall at all times be entitled to assign its rights and/or obligations arising from this lease agreement lease to a third party.
- 14.2 Lessee shall be entitled to assign any of its rights and/or obligations arising from this lease agreement to a third party provided it first obtains the explicit written consent of Lessor, which shall not be unreasonably withheld.

Article 15 - Applicable law and Competent Court

- 15.1 The Lease Agreements are governed by, and shall be construed in accordance with, the laws of Curacao.
- 15.2 Any and all disputes arising from or in connection with the Lease Agreement shall exclusively be brought before the competent court in Curacao.

Article 16 - Miscellaneous

- 16.1 This Lease Agreement supersedes all previous agreements and understandings between the parties.
- 16.2 Amendments of this Lease Agreement shall only be valid if recorded in a dated document signed by or on behalf of both parties.

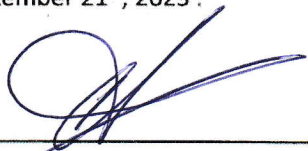
Article 17 - Business Environment

- 17.1 Both the Lessor and the Lessee wish to record that the Leased Premises are part and parcel of a property that aims to be highly professional, environmentally friendly and forward-thinking. The Lessor is creating an environment where professionals feel at ease, respect one another and can do business together and compete in the

international marketplace. The Lessee shares this vision and intends to work together with the Lessor in establishing and maintaining The Sadekya House as the foremost place in Curacao to operate a small- & medium office.

17.2 This Agreement is entered into in good faith and a test of good faith shall be applied in its interpretation and application by both parties at all times.

In witness whereof this agreement was executed in two (2) copies and signed by parties in Curacao on September 21st, 2023.



Sadekya Trustees Ltd B.V.
Rudsel J. Lucas, Lessor

in Kharkiv, on September 21st 2023



Zaptorica B.V.
Iryna Zhukovska, Lessee