SHARE PURCHASE AGREEMENT

(this "**Agreement**")

entered into by and between
on the one side

DISO Verwaltungs AG,
a stock corporation (*Aktiengesellschaft*) duly organized and existing under the laws of Germany, having its registered seat in Munich, Germany and with business address at Rappenstraße 14, 73098 Rechberghausen, Germany, registered with the commercial register (*Handelsregister*) of the local court (*Amtsgericht*) of Munich under HRB 220428

hereinafter "**Seller**"

and
on the other side

Matica Technologies Group SA,
a stock company (*Société Anonyme*) duly organized and existing under the laws of Switzerland with registered seat in Poststrasse 30, 6300 Zug, Switzerland, registered with the commercial register of the Canton of Zug under company number CHE-369.944.415

hereinafter "**Purchaser**"

Seller and Purchaser hereinafter each individually the "**Party**"
and collectively the "**Parties**"

concerning

the sale and purchase of **2,566,077** shares of the company Matica Fintec S.p.A., Milan.

WHEREAS**:**

a) Matica Fintec S.p.A is a listed company on Euronext Growth Milan (EGM) in the Italian Stock Exchange (ISIN Code: IT0005388449), duly organized and existing under the laws of Italy with identification number 10354300013 and having its registered seat in Milan, Italy, Via G. Parini 9, 20121 Milan (hereinafter the "**Company**");

b) Seller is the owner of 2,566,077 shares of the Company (hereinafter the "**Shares**"); and

c) Purchaser intends to acquire from the Seller and the Seller intends to sell to the Purchaser the Shares according to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, the Parties agree as follows:

1 OBJECT OF THE PURCHASE

1.1. Subject to the terms and conditions of this Agreement, Seller hereby agrees to sell to the Purchaser and Purchaser hereby agrees to purchase from the Seller, the full legal and beneficial ownership in the Shares, free and clear of any lien.

1.2. Benefit and risk with respect to the Shares shall pass to the Purchaser at Closing.

1.3. Closing shall take place in two subsequent steps, whereby the first step involves the transfer of 2,556,077 shares in the Company (the "**First Tranche of Shares**") and the second step involves the transfer of 10,000 shares in the Company (the "**Second Tranche of Shares**").

2 PURCHASE PRICE

2.1 The purchase price for all of the Shares pursuant to the terms and conditions of this Agreement to be paid by the Purchaser to the Seller amounts to EUR 4,618,938.60 (*in words:* four million six-hundred eighteen nine-hundred thirty-eight Euros and sixty Cents), representing a purchase price of EUR 1.80 per share.

2.2 The purchase price payable in consideration of the First Tranche of Shares (the "**First Tranche Payment**") shall be settled in two (2) tranches consisting of

2.2.1 a partial payment in the amount of EUR 50,000.00 (*in words:* fifty thousand Euros, hereinafter the "**Payment I**") by the Purchaser; and

2.2.2 the remaining amount of EUR 4,550,938.60 (*in words:* four million five-hundred fifty thousand nine-hundred thirty-eight Euros and sixty Cents) which partial payment will not be made in cash at the First Closing, as defined below, but rather than this be converted into a loan (*Vereinbarungsdarlehen*) to be (re)paid by the Purchaser to the Seller pursuant to the terms of the vendor loan shown in Annex 2.2 ("**Vendor Loan Agreement**"), into which the Parties hereby enter into with legal effect from the payment of the Payment 1 at the First Closing.

2.3 The purchase price payable in consideration of the Second Tranche of Shares shall be settled by a payment in cash in the amount of EUR 18,000.00 (*in words:* eighteen thousand Euros) by the Purchaser (the "**Second Tranche Payment**").

3 CONDITIONS PRECEDENT AND TRANSFER OF SHARES

The sale and purchase of the Shares pursuant to Section 1.1 is subject to the condition precedent (*aufschiebende Bedingung*) of the approval of this Agreement by the general meeting (*Hauptversammlung*) of the Seller, by means of an affirmation resolution adopted in accordance with Section 179a German Stock Corporation Act (*Aktiengesetz*).

4 CLOSING

4.1 Closing of the First Tranche of Shares shall take place after obtainment by the Seller of the authorization pursuant to Section 3 (hereinafter the "**First Closing**").

4.2 At the First Closing, Seller shall – concurrently with, and in exchange for (*Zug-um-Zug*) the closing actions of the Purchaser as provided here below under Section 4.3 – deliver to the Purchaser

4.2.1 a true copy of a deed of transfer duly transmitted to the Purchaser's depository bank, for not less than 2,556,077 shares in the Company, to the deposit held in the name of the Purchaser by such depository bank with the account information as to be notified by the Purchaser*;*

4.2.2 Notice to Company of the transfer of said 2,556,077 shares, stating that the Seller, by operation of the transfer, ceases to qualify as "Significant shareholder" based upon the "Euronext Growth Milan Regulation".

4.3 At the First Closing, Purchaser shall – concurrently with, and in exchange for (*Zug-um-Zug*) the closing actions of the Seller at the First Closing – pay the Payment I, as stipulated in Section 2.2.1 to the Seller into a bank account to be notified by the Seller.

4.4 Closing of the Second Tranche of Shares shall take place after 31 March 2026 has lapsed and within five (5) Business Days after receipt by the Seller of a written demand (e-mail being sufficient) from the Purchaser to transfer the Second Tranche of Shares (hereinafter the "**Second Closing**").

4.5 At the Second Closing, Seller shall – concurrently with, and in exchange for (*Zug-um-Zug*) the closing actions of the Purchaser as provided here below under Section 4.6 – deliver to the Purchaser a true copy of a deed of transfer duly transmitted to the Purchaser's depository bank, for not less than 10,000 shares in the Company, to the deposit held in the name of the Purchaser by such depository bank with the account information as to be notified by the Purchaser.

4.6 At the Second Closing, Purchaser shall – concurrently with, and in exchange for (*Zug-um-Zug*) the closing actions of the Seller at the Second Closing – pay the Second Tranche Payment to the Seller into a bank account to be notified by the Seller.

4.7 Irrespective of Sections 4.2 through 4.6, the Parties undertake to sign and execute, or procure the required signatures and the execution of, any document, and execute any action, needed to complete transfer of the Shares in favour of the Purchaser and execute the completion of this Agreement.

5 SELLER WARRANTIES

The Seller makes to the Purchaser the following representations and warranties (to the exclusion of any other representations or warranties), which shall be deemed to have been made as of the completion:

a. the Seller has full and exclusive title to and legal ownership of all the Shares;

b. the Shares have been fully paid in and have been subscribed validly and in accordance with applicable law, and are free from any obligation, encumbrances and liens.

6 PURCHASER WARRANTIES

The Purchaser represents and warrants to the Seller (to the exclusion of any other representations or warranties) having full capacity to enter into this Agreement, perform the obligations, and benefit from the rights provided for herein.

7 MISCELLANEOUS

7.1 All notices, requires or other communications to be given to any Party under or in connection with this Agreement shall be made in writing and shall be delivered by registered mail or email to the following recipients:

If to Seller:	DISO Verwaltungs AG
	Attn: Mr. Ralf Erdhütter, CEO
If to Purchaser:	Matica Technologies Group SA
	Attn: Mr. Sandro Camilleri

7.2 Each Party shall bear its own costs and expenses (including all legal, accounting and other fees) resulting from the negotiations leading up to, and the performance of the transaction contemplated by this Agreement. The costs for the notarization of this Agreement shall be borne by the Purchaser.

7.3 For purposes of this Agreement, "**Business Days**" mean any days except Saturdays and Sundays on which banks in Zug, Zurich, Rechberghausen and Frankfurt am Main are regularly open for business.

7.4 This Agreement (including this Section 7.4) shall not be amended or modified except by a document in writing duly executed by the Parties.

7.5 The failure of one of the Parties to enforce any of the provisions of this Agreement or any rights with respect thereto shall in no way be deemed a waiver of such provisions or rights or in any way affect the validity of this Agreement. The waiver of any breach of this Agreement by one of the Parties shall not be construed as a waiver of any other prior or subsequent breach of this Agreement.

7.6 The Parties shall not assign or delegate, in whole or in part, their rights and obligations under this Agreement without the prior written consent of the other Party. Any such assignment or delegation without such written consent shall be null and void.

7.7 Subject to any contrary provision in this Agreement, the Parties undertake to maintain the strictest confidence regarding the terms of this Agreement and the transaction contemplated herein. The foregoing is also without prejudice to any binding legal obligations, which include, in particular, the publication of a draft version of this Agreement in the German Federal Gazette prior to the annual general meeting as mentioned in Section 3.

7.8 This Agreement contains all the terms, conditions, representations, warranties, covenants and obligations agreed between the Parties in relation to the purposes of this Agreement and replace all the Parties' previous agreements and undertakings, whether written or oral, in relation to the purposes of this Agreement.

8 APPLICABLE LAW AND JURISDICTION

8.1 The Parties understand that this Agreement is governed by and shall be interpreted in accordance with the laws of the Federal Republic of Germany, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG) and any conflict of law rules. All disputes arising out of or in connection with this Agreement shall be resolved under German law.

8.2 All disputes arising out of or in connection with this Agreement or its validity shall be finally settled in accordance with the Arbitration Rules of the German Arbitration Institute (DIS) without recourse to the ordinary courts of law. The arbitral tribunal shall be comprised of a sole arbitrator. The seat of arbitration is Munich, Germany, unless the Parties agree on a different city in Germany. The language of the arbitration shall be English.

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