VENDOR LOAN 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, hereby represented by Mr Ralf Erdhütter, CEO with single signatory right

hereinafter "**Lender**"

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 ""**Borrower**"

Lender and Borrower hereinafter each individually the "**Party**"
and collectively the "**Parties**"

WHEREAS**:**

a) The Lender and the Borrower have entered into a notarized Share Purchase Agreement (part [▪] of this notarial deed, hereinafter the "**SPA**") according to which the Lender has sold and has undertaken to transfer to the Borrower 2,566,077 shares of Matica Fintec S.p.A., Milan, Italy (hereinafter the "**Company**") in several tranches, for a total purchase price of EUR 4,618,938.60 (*in words:* four million six-hundred eighteen nine-hundred thirty-eight Euros and sixty Cents) (hereinafter the "**Purchase Price**"); and

b) Pursuant to Section 2.2 of the SPA, the Parties have agreed that the Purchaser shall settle the Purchase Price for a first tranche of 2,556,077 shares of Matica Fintec S.p.A. by means of a partial

payment in the amount of EUR 50,000.00 (*in words:* fifty thousand Euros) (hereinafter the "**Payment I**") and another tranche of the Purchase Price equal to EUR 4,550,938.60 (*in words:* four million five-hundred fifty thousand nine-hundred thirty-eight Euros and sixty Cents) (hereinafter the "**Loan Purchase Price**") shall be deferred and structured as a vendor loan.

NOW, THEREFORE, the Parties agree as follows:

1 LOAN; DEFERRAL OF LOAN PURCHASE PRICE

1.1 The Lender hereby grants to the Borrower a loan in an amount equal to the Loan Purchase Price (the "**Vendor Loan**").

1.2 The Vendor Loan shall be granted concurrently with the full settlement of the Payment I pursuant to Section 2.2.1 of the SPA.

1.3 The Vendor Loan shall not be disbursed in cash. The Vendor Loan is valued by netting it against the Loan Purchase Price. The Vendor Loan is deemed to be valued in full upon occurrence of Closing pursuant to Section 4 of the SPA.

2 INTEREST

2.1 From the Closing date until its fully repayment, interest shall accrue annually on the outstanding portion of the Loan Purchase Price at the interest rate of 4.2% *per annum*. Interests on the Loan Purchase Price shall be calculated, pro rata temporis, on the outstanding Loan Purchase Price based on the actual number of days elapsed and assuming a 365-day year.

2.2 All interest accrued shall not be paid annually but shall be capitalized and paid in full together with the repayment due on the Maturity Date, as defined in Section 3.2.

2.3 For the avoidance of doubt, interest shall accrue annually but shall not itself bear interest (no compound interest).

3 REPAYMENT AND TERMINATION

3.1 The Loan Purchase Price (including the interest accrued thereon) is due for repayment upon termination of this Agreement by the Lender in accordance with Section 3.4 or in accordance to the payment schedule outlined here below under Section 3.2.

3.2 The Loan Purchase Price (including the interest accrued thereon) shall be due and payable in part or in full three (3) months upon receipt of a written demand from the Lender by the Borrower (e-mail being sufficient) (the "**Maturity Date**"). The Lender shall provide the Borrower in written form (e-mail being sufficient) with the bank details to which the Borrower will repay the Loan Purchase Price (including the interest accrued thereon).

3.3. The Borrower has the right to repay the Loan Purchase Price at any point in time prior to the Maturity Date in part or in full, including all accrued and unpaid interest. No consent by the Lender is required and no early repayment penalty (*Vorfälligkeitsentschädigung*) is payable.

3.4. The Lender may (without notice) terminate this Agreement and demand immediate full or partial payment of the Loan Purchase Price including payment of accrued interest if there is good cause (*wichtiger Grund*).

3.5. Good cause within the meaning of Section 3.4 shall include but not be limited to the following:

3.5.1. a liquidation or winding-up of the Borrower and/or the controlling entity of the Borrower has been resolved upon;

3.5.2. the Borrower suspends payments generally (*allgemeine Zahlungseinstellung*), an application for the opening of insolvency proceedings over the assets of the Borrower by the Borrower (*Insolvenzantragstellung*) is filed or the opening of insolvency proceedings is rejected due to a lack of assets (*Abweisung des Insolvenzverfahrens mangels Masse*); or

3.5.3. assets of the Borrower are seized or enforcement proceedings are otherwise initiated against assets of the Borrower and such enforcement proceedings are not finally closed within two months.

3.6. If the Borrower fails to pay any amount due under this Agreement (i.e. the Loan Purchase Price and/or any interest due) in accordance with the provision set forth above, then the Borrower shall pay interests on arrears, at the interest rate of 5% per annum, starting from any due date of each amount payable under this agreement.

4. NO COLLATERALS

The Loan is unsecured.

5. OTHER UNDERTAKINGS OF THE BORROWER

The Borrower shall notify the Lender of the occurrence of any legal, financial or commercial event which may materially affect its ability to repay the Loan Purchase Price.

6. MISCELLANEOUS

6.1 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 Lender: DISO Verwaltungs AG

Attn: Mr. Ralf Erdhütter, CEO

If to Borrower: Matica Technologies Group SA

Attn: Mr. Sandro Camilleri, CEO

6.2 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.

6.3 This Agreement (including this Section 6.3) shall not be amended or modified except by a document in writing duly executed by the Parties.

6.4 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.

6.5 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.

6.6 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 of the SPA.

6.7 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.

7. APPLICABLE LAW AND JURISDICTION

7.1 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.

7.2 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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