

COMMERCIAL LIEN AGREEMENT

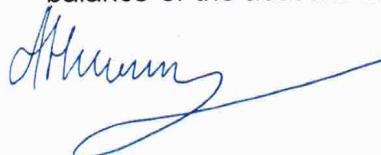
Rome, 04 August 2025

Maclear AG, Reg.Nr. CHE-115.674.165, registered office at Richtistrasse 7, 8304 Wallisellen, Switzerland, hereinafter referred to as the "**Pledgee**", its Member of the Board, Mr Aleksandr Lang, acting on the basis of the Articles of Association, and

Marlog S.R.L., Reg.Nr. MO - 356075, VAT No. IT03077970360, registered in the Commercial Register of the Republic of Italy, with registered office at Sassuolo (MO), Via Circonvallazione Nord Est 227, Cap 41049, Republic of Italy, hereinafter referred to as the "**Pledgor**", by its Director Aleksandar Roncevic who acts on the basis of the Articles of Association, on the other hand, conclude the following agreement.

1. General Terms and Conditions

- 1.1. Terms used
- 1.1.1. **IPAC Agreement – dated 04.08.2025 and Loan Agreement dated 04.08.2025 pertaining to the project MS-08-2025, entered into** between the Pledgee as Lender and the Pledgor/Debtor as Borrower, as amended, supplemented by Attachments, agreed and restated from time to time.
- 1.1.2. The Parties are the Pledgee and the Pledgor.
- 1.1.3. - this Agreement, together with all amendments, supplements and annexes hereto.
- 1.1.4. Debtor - Pledgor.
- 1.2. Unless otherwise defined in the Contract, other terms used in the Contract shall have the meaning given to them in the Main Contracts (IPAC Agreement and Loan Agreement).
- 1.3. The signatures of the Parties to the Agreement confirm:
 - 1.3.1. before signing the Agreement the Parties have read and discussed its terms, understand the legal meaning and consequences of the conclusion of the Agreement, and agree to the terms of the Agreement;
 - 1.3.2. each Party is not aware of any legal impediment to the conclusion and performance of the Agreement.
- 1.4. This Agreement shall enter into force upon its signature, except as otherwise provided in other clauses of the Agreement.
- 1.5. The Agreement shall be drawn up in two original hard copies, one for each Party, and signed in handwritten form by the duly authorized representatives of the Parties.
- 1.6. All amendments, supplements and annexes to the Agreement shall be in writing and signed by the Parties (authorised representatives) to the extent that this Agreement does not provide that they may be made unilaterally. All documents complying with the requirements of this Clause shall be deemed to be integral parts of this Agreement.
- 1.7. If the verbal expression of the figures referred to in the text of the Agreement differs from their numerical expression, the verbal expression shall be deemed to be agreed.
- 1.8. All expenses related to registration, renewal, amendment, assignment and cancellation of the commercial pledge, currency conversion expenses and other expenses not provided for in the Agreement but necessary for its performance shall be borne by the Pledgor. The Pledgee shall be entitled to debit funds in the amount of such expenses from any account of the Pledgor opened at Maclear AG without the Pledgor's order or consent. Such debit shall be made from the funds of the Pledgor in the currency in which the payment is to be made. If such funds are insufficient to make the payment in full, it shall be made within the balance of the account and the remaining amount shall be paid at the option of the Pledgee



[1]



ANNEX A: List of provided pledges.

a. List of tangible assets (equipment, inventory, buildings, cash etc.)

Type	Description	Total, EUR
Cash reserve	Extraordinary Reserve	431 985.00
Cash reserve	Legal Reserve	3 622.00
Registered capital	Registered capital	10 000.00
Vehicle	MERCEDES-BENZ GLE 350 de 4Matic (2021)	50 794.49
Vehicle	Audi A5 Sportback 2.0 TDI (2021)	33 270.00
Vehicle	Volkswagen Caddy Maxi (2020)	17 828.00
Vehicle	Mercedes-Benz Sprinter 317 VAN (2023)	43 018.00
Vehicle	MERCEDES-BENZ Sprinter 315 CDI R (2023)	35 293.00
Vehicle	MERCEDES Sprinter 419 3.0 CDI (2021)	26 780.50
Equipment	Electric forklift RX Still RX 20	11 052.66
Equipment	Diagnostic test bench JM Test Systems Motor Test Bench	11 204.35
Equipment	3D printer Raise3D E2	2 739.35
Equipment	Electric stacker Jungheinrich EJC M10	3 082.00
Equipment	Pallet jacks Lifter GS PRO - 2 pcs.	744.56
Equipment	Label printer/scanner Zebra ZD220	237.28
Equipment	Weighing scale Dini Argeo MCW09T6	1 274.22
Equipment	Screwdrivers/drills Bosch GSR 18V-60 C - 5 pcs.	691.45
Equipment	Angle grinders Bosch GWS 7-125 - 2 pcs.	129.24
Equipment	Hammer drills Bosch GBH 2-28 F - 3 pcs.	796.86
Equipment	Impact wrenches Milwaukee M18 FMTIW2F12 - 3 pcs.	1 048.86
Equipment	Electrical toolkits Wiha XXL III Electric - 3 pcs.	2 922.00
Equipment	Hand tool sets Gedore red R45603131 - 2 pcs.	158.50
Equipment	Voltage testers Benning Duspol - 2 pcs.	199.28
Equipment	Multimeters Fluke 117 - 2 pcs.	697.66
Equipment	Laser levels Bosch GCL 2-15 - 4 pcs.	758.56
Equipment	Mobile lift Facom DL.1GP - 2 pcs.	1 379.46
Equipment	Workbenches FAMI WORK2043 Work Master - 2 pcs.	3 586.76
Equipment	Shelving Fami ST0901 - 3 pcs.	1 486.08
Equipment	Pallet racks WÜRTH Pallet shelf with 1,100 mm rack depth - 9 pcs.	6 386.58
Equipment	Office desks Ikea Mittzon - 20 pcs.	4 160.00
Equipment	Office chairs Sihoo Doro C300 - 20 pcs.	6 245.20
Equipment	Cabinets IKEA ALEX - 7 pcs.	718.48
Equipment	Sofa IKEA LANDSKRONA - 2 pcs.	944.48
Equipment	Cabinets IKEA GALANT - 4 pcs.	2 131.36
Equipment	Chairs IKEA INGOLF - 12 pcs.	684.00
Equipment	Tables IKEA LERHAMN - 3 pcs.	441.00
Equipment	Fridge Bosch KGN36NLEA	484.64
Equipment	Cabinet IKEA KNOXHULT - 4 pcs.	596.00
Equipment	Printers and MFPs Brother MFCL8690CDW	386.59






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Equipment	PCs Lenovo ThinkStation P3 Ultra - 2 pcs.	4 276.48
Equipment	Displays Philips 346E2CUAE/00 - 4 pcs.	899.40
Equipment	Laptops Lenovo ThinkPad T14 G5 - 6 pcs.	8 100.24
Equipment	Mini PC ASUS Mini PC PN41	319.28
Equipment	Display Dell 24" Monitor	127.34
Equipment	Router Ubiquiti UniFi Dream Machine SE	427.26
Equipment	Hotspots Ubiquiti UniFi 6 Lite - 5 pcs.	568.10
Equipment	Cameras Hikvision DS-2CD2347G2-L - 8 pcs.	1 394.24
Equipment	Coffee machine Jura E8	1 103.28
Equipment	Vacuum cleaner Kärcher WD 5	550.68
Equipment	Microwave Samsung MC28H5015AW	167.32
Equipment	Dishwasher Beko DVS05024W	276.03
		738 168.10

b. List of intangible assets (intellectual property, contracts, trademarks, copyrights etc.)

Type	Description	Total, EUR

c. Additional Guarantees (personal guarantees, third party guarantees)

Type	Description	Total, EUR