

Dated the 5th day of March 2024

EV DYNAMICS (HOLDINGS) LIMITED
("the Borrower")

and

SCI SATO EV
("the Lender")

LOAN AGREEMENT

THIS AGREEMENT is made on the 5th day of March 2024,

BETWEEN

- (1) **Ev Dynamics (Holdings) Limited**, a company incorporated in Bermuda with limited liability, whose registered office is at Clarendon House, 2 Church Street, Hamilton HM 11, Bermuda and its principal place of business at 46th Floor, United Asia Finance Centre, 333 Lockhart Road, Wanchai, Hong Kong, Company No. **59175846323**, ("the Borrower"); and
- (2) **S.C.I SATO EV**, a company incorporated in Monaco with its correspondence registered address at Unit 32-1, Level 32, Menara Prestige, No. 1 Jalan Pinang, 50450 Kuala Lumpur ("the Lender").

IT IS HEREBY AGREED AND CONFIRMED as follows: -

1. **Loan Amount.** The Lender shall loan to the Borrower the amount of Five Hundred Ninety-Four Thousand Three Hundred Thirty-Nine Euros (€594,339.00) (the "Loan" or "Principal Amount"). The Lender shall remit the Loan amount to the bank account of the Borrower on the date of the disbursement:

Account name	: Ev Dynamics (Holdings) Limited
Bank	: Hang Seng Bank Limited
Bank address	: 83 Des Voeux Road Central, Hong Kong
Bank account number	: 210-119616-883
SWIFT	: HASEHKHH

2. **Duration.** The Borrower requires the Loan for a period of three (3) months commencing from the date of the disbursement of the Loan to the Borrower (the "Loan Tenure").
3. **Loan Repayment.** The Borrower shall remit a lump sum payment to the Lender comprising of the Principal Amount with interest payments (the "Loan Interest") on the Loan, calculated at an annual rate of 5%, commencing from the signing date of this Agreement until the termination of the 3rd month from the date of the disbursement of the Loan. For the avoidance of doubt the disbursement amount of the Loan shall be less the interest due. Both the Principal Amount and the accrued Loan Interest shall be made three (3) months after the disbursement date of the Loan, as stipulated in accordance with the written notice provided by the Lender (the "Repayment Date").
4. Upon disbursement of the Loan, it shall be secured by 3,78% (2,666 shares) of the total equities of **QUANTRON AG**, a company existing under the laws of Germany with its place of business at Koblenzer Str. 2, 86368 Gersthofen, Germany, Company No: **HRB33816** (the "Collateral"). The Collateral shall be released upon the settlement of the Principal Amount and accrued Loan Interest at the Repayment Date.



The Lender and the Borrower shall notify Quantron AG regarding the existence of this Agreement upon signing of this Agreement.

5. An event of default ("**Event of Default**") occurs when the Borrower does not pay in the manner provided in this Agreement any sum payable under it when due. If the Event of Default occurs, the Lender shall have the absolute right to exercise all the rights, powers, and remedies of an owner as to any or all of the Collateral. The Lender shall have no further rights and claims against the Borrower on the Loan under this Agreement in the event that the Lender has exercised its rights over the Collateral.

6. The Borrower may not negotiate to dispose or use the 2,666 shares of Quantron AG as collateral to any other parties upon signing this Agreement until the Repayment Date.

If the Borrower decides to dispose of the Collateral, it will grant the Lender the Right of First Refusal to purchase the 2,666 shares of Quantron AG at the value equivalent to the Loan Amount specified in Clause 1. For the avoidance of doubt, the Right of First Refusal shall remain effective for 12 months commencing from the date of the execution of this Agreement.

7. Every notice or other communication under this Agreement shall be in writing delivered personally or by prepaid letter or telex addressed to the relevant party at the address stated above. Every notice or other communication shall, subject as other provided in this Agreement, be deemed to have been received, in the case of a letter when delivered personally or two (2) days after it has been put into the post.
8. This Agreement shall be binding on and endure for the benefit of the successors or assigns of the parties, respectively. None of the parties hereto may assign the benefit of any provision in this Agreement without the prior written consent of all the other parties.
9. This Agreement and any documents referred to herein or therein constitute the whole Agreement between the parties hereto in relation to the Company, and no variation thereof shall be effective unless made in writing and signed by or by the duly authorised representatives of all parties hereto.
10. This Agreement may be executed in one or more counterparts, each of which shall be binding on each party by whom or on whose behalf it is so executed, but which together shall constitute a single instrument. For the avoidance of doubt, this Agreement shall not be binding on any party hereto unless and until it shall have been executed by or on behalf of all persons expressed to be party hereto.
11. This Agreement shall be governed by and construed in accordance with the law of Hong Kong and the parties hereto hereby irrevocably submit to the non-exclusive jurisdiction of the Hong Kong Court.

SIGNED by
on behalf of **EV DYNAMICS (HOLDINGS)
LIMITED** as duly authorised by the Board
of Directors in the presence of:-

Chen
12.3.2028



SIGNED by

on behalf of **SCI SATO EV** as duly
authorised by the Board of Directors in the
presence of:-

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