

Dated 4th of April 2023

PRETENSE FLIP N.V.

AND

SPINTECH LIMITED

ADDENDUM No. 2 TO THE

LOAN AGREEMENT

(February 14, 2023)

Addendum No 2- Loan Agreement

This Addendum Agreement No 2 is entered into this 4th day of April 2023 (hereinafter "Effective Date"), by and between:

1. **PRETENSE FLIP N.V.** a company incorporated and registered in Curaçao under company number 160797 and whose registered address is at Groot Kwartierweg 10 (the "**Borrower**"); and
2. **SPINTECH LIMITED** a company incorporated and registered in the Isle of Man under company number 019969V and whose registered office is situated at Second Floor, 18-20 North Quay, Douglas, Isle of Man IM1 4LE (the "**Lender**"),

(together the "**Parties**" and each a "**Party**").

RECITALS

Whereas the Lender and the Borrower entered into a Loan Agreement on the 14th day of February 2023 (the "Loan Agreement"), pursuant to which the Lender agreed to lend, and the Borrower agreed to borrow a Loan in the amount of EUR 1,000,000.00 (One Million Euros);

Whereas the Lender and the Borrower entered into an Addendum Agreement on March 20th, 2023 to amend the Loan Agreement by increasing the Loan Amount by EUR 500,000.00 (Five Hundred Thousand Euros);

Whereas the Lender and the Borrower desire to enter into this Addendum Agreement No 2 to amend the Loan Amount by increasing it with EUR 1,500,000.00 (One Million Five Hundred Thousand Euros) on this April 4th, 2023;

Now therefore the parties hereto agree as follows:

1. AMENDMENT TO THE LOAN – Increase in Loan Amount

The Loan Amount is hereby increased by EUR 1,500,000.00 (One Million Five Hundred Thousand Euros). Notwithstanding the provision of the Loan Agreement / Addendum to the Loan Agreement to the contrary, all reference to the Loan Amount shall be deemed to mean the amount of EUR 3,000,000.00 (Three Million Euros).

2. MISCELLANEOUS PROVISIONS

- 2.1 This Addendum Agreement No 2 shall come into effect when it is signed by both Parties and shall continue in effect, unless amended in writing by agreement by both Parties, for as long as the Loan Agreement is in force. For the avoidance of doubt, this Addendum Agreement No 2 shall automatically terminate when the Loan Agreement terminates, for whatever reason.

2.2 This Addendum Agreement No 2 is a modification of the Loan Agreement / Addendum to the Loan Agreement and not its replacement. Except as explicitly agreed above in this Addendum Agreement No 2, all terms and conditions of the Loan Agreement shall continue in effect without any change.

IN WITNESS WHEREOF the parties hereto have caused this Addendum Agreement No 2 to be executed by their respective hands as of the date first written above.

EXECUTED by the Lender

by:-

RWinter
:
: Director

EXECUTED by the Borrower

By: eMoore N.V.

ml
:
: Director
Repr. By: Lilianne Kroon - Soares
Title: Proxy Holder

