

Share Sale and Transfer Deed

The undersigned:

1. **Ugur Mercan** an individual, owner of the Company, with passport number U25436003 and address at **Gottlob-Muller street 1 87766, Memmingberg, Germany** (the "Transferor");
2. **Demet Sahin**, an individual, with passport number BF3926576 and address at **M. 023, 347-AI Merkad, Dubai, UAE** (the "Transferee");
3. **Longterm Interactive N.V.**, a public limited liability company incorporated in Curacao, with corporate seat in Curacao and address at **Groot Kwartierweg 10, Livestrong Building, Curacao** and trade register number **132296** (the "Company").

The Transferor, Transferee and the Company shall each be referred to as "**Party**" and together as "**Parties**"

Whereas:

- a. Transferor is the holder of **200** shares, each having a nominal value of EUR 1. (the "Shares") in the capital of Longterm Interactive N.V. (hereinafter the "Company") , constituting the entire share capital of the Company;
- b. Transferor wishes to sell and transfer the Shares to Transferee.
- c. Parties wish to lay down their arrangements concerning the sale and transfer of the Shares in the following.

Have agreed as follows:

Article 1. Sale and transfer

As per the agreement of the Parties formalized in this Agreement, the Transferor sells and transfers the Shares to Transferee, who purchase and accept the Shares from Transferor. The Company co-signs this deed and acknowledges the transfer of the Shares by Transferor to Transferee.

Article 2. Purchase Price

The purchase price for the Shares amounts to **USDT35,000** (thirty five thousand USDT) per share, which amounts to a total of **USDT7,000,000** (seven million USDT) (the "Purchase Price"). The transfer has been executed and Transferor herewith confirms receipt of the Purchase Price from the Transferee.

Article 3. Guarantees

1. Transferor warrants that the Shares are paid up free and clear of any liens or charges.
2. Transferor warrants that he is free to sell the Shares to Transferee.

Article 4. Amendments and supplements

This agreement can solely be amended or supplemented by means of a document signed by all Parties which document will be attached to this agreement.



Article 5. Partial invalidity, continuing obligations

1. If one or more articles of this agreement were to be null and void or non-binding in another way, this does not affect the validity of the other articles of this agreement, unless the non-binding provisions regards the essence of the agreement and the other provisions not being affected raise such objections with one of the Parties that reasonableness and fairness order the other articles to be non-binding as well. In both cases Parties will then in mutual consultation and in the spirit of this agreement amend this agreement to the extent necessary, in the sense that the non-binding articles will be replaced by articles that will differ as little as possible from the related non-binding articles.
2. Obligations that by their nature are destined to also continue after termination, continue to exist after termination of this agreement.

Article 6. Remedies

1. Failure to execute, or a delay in the execution, of a right or remedy arising from the underlying agreement or the law, will not impair the execution of this right or remedy or another right and/or remedy in any way whatsoever.
2. Partial execution of a right, or remedy arising from this agreement or the law, as yet does not obstruct fully executing this right or remedy, or of the execution of another right or remedy.
3. The rights and remedies arising from the underlying agreement are complementary and do not exclude any rights or remedies arising from the law.

Article 7. Applicable law, regulation on disputes

1. The laws of Curaçao govern this agreement.
2. A dispute arises if one of the Parties informs the other party of such in writing.
3. Any disputes arising under this agreement that Parties cannot settle out of Court, are settled in first instance before the competent court of Curaçao.

Article 8. Miscellaneous

1. Parties renounce any right they may have to demand the dissolution or cancellation.
2. The preamble is an integral part of this agreement.

Thus agreed and signed on date:

Transferor



By: Ugur Mercan

Transferee



By: _____

**Acknowledgement by the
Company**



By: eMoore N.V.
Managing Director
G.F.J.M. van Zinnicq Bergmann
March 27, 2024