

Share Sale and Transfer Deed

The undersigned:

1. **Coinbar N.V.**, a limited liability company duly organized under the laws of Curacao, having its registered address at Groot Kwartierweg 12, Livestrong Building, Willemstad, Curacao, registered at the Curacao Chamber of Commerce and Industry with number 148533, hereby duly represented by its Managing Director, eMoore N.V., (hereinafter referred to as the **"Company"**).
2. **Mr. Ugur Mercan**, an individual, born on July 29, 1979 in Bornova, Turkey, holder of a Turkish nationality with passport number U25436003 residing at Gottlob Muller Strasse 1, 87766, Memmingerberg, Germany (hereinafter referred to as the **"Seller"**).
3. **Notech Global B.V.**, a private limited liability company duly organized under the laws of Curacao, having its registered address at Groot Kwartierweg 10, Livestrong Building, Willemstad, Curacao, registered at the Curacao Chamber of Commerce and Industry with number 167024, hereby duly represented by its Managing Director, eMoore N.V., (hereinafter referred to as the **"Buyer"**).

Undersigned under 1, 2 & 3 hereinafter jointly referred to as: **"Parties"** and individually as **"Party"**.

Whereas:

- a. The Seller holds 1 (one) share (numbered 1) with a nominal value of USD 1 (one US Dollar) in the capital of the Company, (hereinafter referred to as the **"Share"**).
- b. The Seller has the intention to transfer and sell his Share to the Buyer, which is his Holding Company.
- c. The Seller wishes to sell the Share number 1 to the Buyer.
- d. 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

- 1.1. As per undersigning of this shares sale and transfer deed (the **"Deed"**), the Seller sells and transfers the Share to the Buyer, who has purchased and accepted the Share from the Seller.
- 1.2. The Company co-signs this Deed and acknowledges the transfer of the Share by the Seller to the Buyer.

- 1.3. The sale of the Shares is perfected upon acknowledgement of the transfer of the Shares by the Company.

Article 2. Purchase Price

- 2.1. The purchase price for the Share amounts to USD 1 (one US Dollar) and the Seller herewith confirms receipt thereof from Buyer in cash.

Article 3. Guarantees

- 3.1. The Seller warrants that the Share is paid up free and clear of any liens or charges, and that the Share have been validly issued.
- 3.2. The Seller warrants that he is the exclusive legal and beneficial owner (*juridische en economische eigenaar*) of the Share and is free to sell the Share to the Buyer.
- 3.3. The Seller has been duly incorporated and validly exist under the laws of Curacao and has the necessary corporate capacity and power to enter into this Deed and to perform its obligations under this Deed.
- 3.4. All corporate and (where applicable) other action required to be taken by the Seller to authorize the execution and performance of this Deed has been duly taken.

Article 4. Amendments and supplements

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

Article 5. Partial invalidity, continuing obligations

- 5.1. If one or more articles of this Deed were to be null and void or non-binding in another way, this does not affect the validity of the other articles of this Deed, unless the non-binding provisions regards the essence of the Deed 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.
- 5.2. In both cases Parties will then in mutual consultation and in the spirit of this Deed amend this Deed 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.
- 5.3. Obligations that by their nature are destined to also continue after termination continue to exist after termination of this Deed.

Article 6. Remedies

- 6.1. 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.
- 6.2. Partial execution of a right, or remedy arising from this Deed or the law, as yet does not obstruct fully executing this right or remedy, or of the execution of another right or remedy.

6.3. The rights and remedies arising from the underlying agreement are complementary and do not exclude any rights or remedies arising from the law.

6.4.

Article 7. Applicable law, regulation on disputes

7.1. This Deed shall be governed by and construed in accordance with the laws of Curaçao.

7.2. A dispute arises if one of the Parties informs the other party of such in writing.

7.3. All disputes arising out of or in connection with this Deed shall, if no amicable settlement can be reached between the Parties, be exclusively referred to the competent court in Willemstad, Curaçao.

Article 8. Miscellaneous

8.1. Parties renounce any right they may have to demand the dissolution or cancellation.

8.2. This Deed may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

8.3. The preamble is an integral part of this Deed.

Thus agreed and signed in two copies.

Seller



Signed by: Mr. Ugur Mercan

Place:

Date: June 14, 2024

Buyer

Maria A. Bon

C. Drommond

Signed by: eMoore N.V.

Place: Curaçao

Date: June 14, 2024

M.A. Bon & C.F. Drommond Oonincx
Proxy Holders to eMoore N.V.

Acknowledgement by the Company for the transfer of the Share



Signed by: eMoore N.V.

Title: Managing Director

Represented by: G.F.J.M. van Zinnicq Bergmann

Place: Curacao

Date: June 14, 2024

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