

SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 8-K

CURRENT REPORT

Pursuant to Section 13 or 15(d)
of the Securities Exchange Act of 1934

Date of Report (date of earliest event reported): December 11, 2017

LONGFIN CORP

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction
of incorporation)

001-38192
(Commission
File No.)

81-5312393
(IRS Employer
Identification Number)

16-017, 85 BROAD STREET,
NEW YORK, NY 10004
(Address of principal executive offices)

(917) 893-0995
(Registrant's telephone number, including area code)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. "

Item 1.01 Entry into a Material Definitive Agreement.

On December 11, 2017, Longfin Corp., (the "Company"), a Delaware corporation ("LFIN"), entered into a definitive asset purchase agreement (the "Agreement") with its affiliate Meridian Enterprises Pte.Ltd., a Singapore corporation ("Meridian") and with related affiliates collectively represented by the Galaxy Media Ltd., Hong Kong, for the purpose of purchasing Meridian's website, www. Ziddu.com, in exchange for 2.5 million restricted Class A common shares of the Company.

The website www.Ziddu.com presents a blockchain solution for micro lending and warehouse financing. It offers Trade and Micro finance in the form of warehouse Coins to the small and medium imports/exports against collateralization of traders warehouse receipts. Ziddu Warehouse Coin is a smart contract that enables Importers and Exporters to use their Ziddu coins that are loosely pegged to Ethereum Crypto Currency.

Pursuant to the Agreement, the Company issued 2.5 million restricted Class A shares to Meridian and certain affiliated parties. These assets include intellectual property associated with the website www.Ziddu.com and all of its content, and any other rights associated with the website, including, without limitation, any intellectual property rights, copyrights to designs, graphics, logos, customer lists and agreements, programming, database, email lists, passwords, usernames and trade names; and all of the related social media accounts including but not limited to, Twitter, Facebook, Instagram, and Pinterest and all internet traffic to the www. Ziddu.com.

Meridian Enterprises Pte.Ltd, is a Singapore a private company in which 95% of the equity is owned by the CEO and chairman of Longfin Corp, Venkat S. Meenavalli.

The foregoing description of the Agreement is qualified in its entirety by reference to the complete text of the Agreement, which is filed as Exhibit 2.1, hereto and is incorporated herein by reference.

Item 2.01 Completion of Acquisition or Disposition of Assets.

Reference is made to the disclosure set forth under Item 1.01 of this Current Report on Form 8-K, which disclosure is incorporated herein by reference.

Item 3.02 Unregistered Sales of Equity Securities

Reference is made to the disclosure set forth under Item 1.01 of this Current Report on Form 8-K, which disclosure is incorporated herein by reference.

The issuance of the shares of Class A Common Stock is exempt from registration in reliance upon Section 4(2) and/or Regulation S of the Securities Act of 1933, as amended.

Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

(b) Resignation of Officers and Directors

On or about December 11, 2017, the Board of Directors (the "Board") of the Company accepted the resignation of Krishanu Singhal as CFO effective December 11, 2017.

On or about December 11, 2017, the Board accepted the resignation of Raj Mondraty as COO effective December 11, 2017.

On or about December 11, 2017, the Board appointed Vivek Kumar Ratakonda as CFO effective immediately.

Item 8.01 Other Events.

The Company issued a press release on December 14, 2017, announcing the transactions contemplated by the Agreement. A copy of the press release is attached hereto as Exhibit 99.1 and is incorporated herein by reference.

The information in Item 8.01 of this Current Report on Form 8-K (including Exhibit 99.1) shall not be deemed “filed” for purposes of Section 18 of the Securities Exchange Act of 1934 (the “Exchange Act”) or otherwise subject to the liabilities of that section, nor shall it be deemed incorporated by reference in any filing under the Securities Act of 1933 or the Exchange Act, except as expressly set forth by specific reference in such a filing.

Item 9.01 Financial Statements and Exhibits.

Financial statements of businesses acquired

To the extent the financial statements and additional information required pursuant to Item 9.01(a) of Form 8-K are determined to be required to be filed, they will be filed by amendment to this Current Report on Form 8-K within 71 calendar days after the date on which this Current Report on Form 8-K must be filed.

Pro forma financial information.

To the extent the pro forma financial information required pursuant to Item 9.01(b) of Form 8-K is determined to be required to be filed, it will be filed by amendment to this Current Report on Form 8-K within 71 calendar days after the date on which this Current Report on Form 8-K must be filed.

(d) Exhibits

Exhibit No.	Description
2.1	Asset Purchase Agreement, dated as of December 11, 2017, by and among Longfin Corp., and Meridian Enterprises Pte. Ltd, Singapore and with other affiliates collectively represented by the Galaxy Media Ltd, Hong Kong
99.1	Press Release of Longfin Corp., acquiring Meridian Enterprises Pte. Ltd assets December 14, 2017

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

LONGFIN CORP.

By: /s/ Venkata S. Meenavalli
Venkata S. Meenavalli
Chief Executive Officer

Date: December 14, 2017

EXHIBIT INDEX

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Longfin Corp acquires Blockchain empowered Global Micro-lending solutions provider Ziddu.com

New York, NY (December 14, 2017) - Longfin Corp. (LFIN:Nasdaq) announces the acquisition of Ziddu.com, a Blockchain technology empowered solutions provider that offers Microfinance Lending against Collateralized Warehouse Receipts in the form of Warehouse Coins to small and medium enterprises (SMEs), processors, manufacturers, importers and exporters using crypto currencies across continents.

Ziddu Warehouse Coin is a smart contract that enables Importers and Exporters to use their Ziddu coins that are loosely pegged to Ethereum and Bitcoin Crypto Currency. The Importers/Exporters convert offered Ziddu coins into Ethereum and Bitcoin Cryptocurrencies and use the proceeds for their working capital needs.

Warehouse receipt financing utilizes secured stored goods as loan collateral. Warehouse financing is a secured lending technique that allows SME's access to financing secured by commodities stored in warehouses.

Businesses of all sizes continue to struggle in accessing sufficient credit, resulting in a global trade finance gap of US\$1.5 trillion in 2016, according to an Asian Development Bank (ADB). Access to financing is the biggest impediment to small farmers in African countries and other frontier markets. Overall, African micro and SMEs face a financing shortfall of about US\$190 billion from the traditional banking sector. African firms are 19% less likely to obtain a bank loan compared to other regions of the world. Hard-currency shortage is forcing companies to get creative with crypto currencies such as Bitcoin and Ethereum as an alternative to US Dollars in many emerging markets.

“The advent of Blockchain technology has caught the imagination of the global financial services industry; blockchain is emerging as a technological revolution that we believe is set to disrupt the financial services infrastructure. Crypto currencies such as Bitcoin and Ethereum are expected to act as a global financing currency to avail credit against hard currencies of many emerging markets.” Says Venkat Meenavalli, Chairman of Longfin Corp.

Ziddu intends to use blockchain technology to transform the lives of millions of SME's by providing finance by way of Ziddu coins and through Crypto Currencies such as Ethereum and Bitcoin against their collateralized warehouse receipts. At the end of the contract, Importers/Exporters are expected to realize their proceeds and pay back their funds through Crypto Currencies only. Depending upon the risk profile of the counterparty, the interest will vary between 12% to 48%.

About Longfin Corp.

Longfin Corp. (LFIN:Nasdaq) is an independent finance and technology company that specializes in structured trade finance solutions and physical commodities finance solutions for finance houses and trading platforms for North America, South America and Africa regions.

Important Cautions Regarding Forward Looking Statements

This press release contains forward-looking statements within the definition of Section 27A of the Securities Act of 1933, as amended and such section 21E of the Securities Act of 1934, amended. These forward-looking statements should not be used to make an investment decision. The words 'estimate,' 'possible' and 'seeking' and similar expressions identify forward-looking statements, which speak only as to the date the statement was made. The company undertakes no obligation to publicly update or revise any forward-looking statements, whether because of new information, future events, or otherwise. Forward-looking statements are inherently subject to risks and uncertainties, some of which cannot be predicted, or quantified. Future events and actual results could differ materially from those set forth in, contemplated by, or underlying the forward-looking statements. The risks and uncertainties to which forward-looking statements are subject include, but are not limited to, the effect of government regulation, competition and other material risks.

Longfin Contact:

Venkata S. Meenavalli, CEO

(917) 893-0995

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (the "Agreement") is made on December 11th, 2017 by and between Longfin Corp, a Delaware Corporation (the "Purchaser") with its legal address being 16-017, Broad Street, New York 1004 and Meridian Enterprises Pte. Ltd (the "Seller") with its legal address being at 105, CECIL Street #11-00, The Octagon Singapore-069534 and with other affiliates collectively represented M/s. Galaxy Media Ltd, Hong Kong located at Unit 1, 8/F, Tower II, South Seas Center, 75 Mody Road, Tsimshatsui East, Kowloon, Hong Kong (the "Parties")

RECITALS

WHEREAS, Seller owns and operates a website namely www.Ziddu.com ((the "Website") specialized in providing warehouse coins (WC) to importers/exporters of commodities against their warehouse receipts. Ziddu Warehouse Coins (WC) are powered by Block chain technology (with ERC20 Token Standard).

WHEREAS, Seller desires to sell to the Purchaser and Purchaser desires to purchase from the Seller the entire rights, titles and interest in such web property upon the Terms and subject to the Conditions set forth in this Agreement

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

SECTION 1

TERMS AND CONDITIONS

1.1 The Purchaser agrees to purchase and accept from Seller all of its rights, title and interest in and to the Website www.Ziddu.com and all of its respective content, and any other rights associated with the Website, including, without limitation, any intellectual property rights, copyrights to designs, graphics, logos, customer lists and agreements, programming, database, email lists, passwords, usernames and trade names; and all of the related social media accounts including but not limited to, Twitter, Facebook, Instagram, and Pinterest and all internet traffic to the www. Ziddu.com (collectively referred hereto as the "Property").

1.12 Assets. Subject to the other provisions of this Agreement, as of the Closing Date, defined in Section 2, Seller shall sell, convey, transfer and assign to Purchaser, free and clear of all liens, charges, encumbrances, debts, obligations and liabilities whatsoever, all of the Seller's right, title and interest in and to the assets of the Business, as set forth on Exhibit A, attached hereto and made a part of this Agreement.

Account Receivables

Seller will retain and be responsible for collecting on all account receivables for services provided to customers prior to and at Closing ("Retained A/R"). Purchaser will purchase and be responsible for collecting on all account receivables for services provided to customers after Closing.

All account receivables for products sold but not yet delivered and services partially provided to customers prior to and at Closing will be prorated between Seller and Purchaser. The prorated amount between Seller and Purchaser will be calculated by Purchaser based on the percentage of work completed by Seller and Purchaser, respectively, in connection with the product sold and delivered, and the services rendered. Each party will be responsible for collection the portion of the account receivables allocated to

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that party. Seller's prorated portion of the account receivables is included in the definition of "Retained A/R".

SECTION 2

The closing of the purchase and sale provided for herein (the "Closing Date") will take place at any location agreed to by the parties on December 11, 2017. Administrative costs associated with closing this transaction will be shared equally between the Seller and Purchaser. The Parties will be responsible for their respective legal and professional fees associated with this purchase and sale unless otherwise indicated in this Agreement.

SECTION 3

Purchase Price. The total purchase price (the "Purchase Price") for the Assets shall be 2,500,000 restricted class A common shares of Longfin, allocated as set forth in Exhibit B.

SECTION 4

Seller agrees to deliver the said assets to the purchaser on the Closing Date, Purchaser shall assume and agrees to pay and perform on any and all liabilities incurred by the assets after the Closing Date that the Purchaser has assumed ("Assumed Liabilities").

All other liabilities and obligations shall be discharged and promptly paid by Seller as they become due pre the closing date.

SECTION 5

Seller's Obligations. Seller agrees to deliver or cause to be delivered to Purchaser on the Closing Date:

- (a) a duly executed the asset purchase agreement conveying the Assets to Purchaser;
- (b) a duly executed Affidavit of Title that such Assets are being conveyed free and clear of all liens, charges, encumbrances, debts, obligations and liabilities whatsoever;
- (c) any and all assignments, certificates and other instruments of transfer, with full warranty of title, as may be necessary or desirable to transfer all of Seller's right, title and interest in and to all of the Assets to Purchaser, free of all liens or claims; and

5.2 **Purchaser's Obligations**. Purchaser agrees to deliver to Seller on the Closing Date:

- (a) a corporate authorization authoring the issuance of the said shares to the seller of two and half million restricted shares 2,500,000 class A Common shares.
- (b) a duly executed the asset purchase agreement.

SECTION 6

Seller hereby represents and warrants as follows, which representations and warranties shall survive the Closing Date:

Organization and Good Standing. Seller is a limited liability company duly organized,

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validly existing and in good standing under the laws of the State of Singapore and is qualified to transact business in the State of Singapore.

Authority Relative to this Agreement . Seller has full power and authority to execute and deliver this Agreement and to consummate the transactions contemplated in this Agreement.

Binding Obligation . This Agreement is the legal, valid, and binding obligation of Seller, enforceable against Seller in accordance with its terms.

No Conflict . The signing and delivery of this Agreement by Seller and the performance by Seller of all of Seller's obligations under this Agreement will not:

- (a) conflict with Seller's articles of organization, articles of incorporation or operating agreement, or bylaws];
- (b) breach any agreement to which Seller is a party, or give any person the right to accelerate any obligation of Seller;
- (c) violate any law, judgment, or order to which Seller is subject; or
- (d) require the consent, authorization, or approval of any person, including but not limited to any governmental body.

Broker or Finder's Fee . Seller has not incurred any liability or obligation – whether contingent or otherwise – for a brokerage commission, a finder's fee, or any other similar payment in connection with this Agreement or the transaction. If Seller has incurred or will incur such a broker or finder's fee, the parties agree that Seller will be solely responsible for payment of any such fee or commission.

Title . Seller has good and marketable title to all the Assets, free and clear of any liens, mortgages, pledges, security interests, and other encumbrances of any kind.

Seller has complied with all applicable International, national, city, state, and federal laws, ordinances, regulations, and rules with respect to the conduct of its operations, and has not received any notice or notices (whether written or oral) of violations of any such statutes or regulations which have not been cured.

Litigation no actions, suits, proceedings or investigations pending or threatened against or affecting Seller, the Assets, or the Business.

Financial statements for the Business, including but not limited to statements and balance sheets, fairly present the results of operation and the financial condition of the Business, and have been prepared in accordance with generally accepted accounting principles, consistently applied. The financial statements properly reflect all assets and liabilities as then in existence, including but not limited to any accounts receivable.

Contracts . Seller has canceled any and all contracts between it and any other party, and has delivered proof of those cancellations to Purchaser. Seller warrants that there are no contracts, agreements, licenses, or other commitments and arrangements in effect as of the Closing Date, including but not limited to all customer contracts. There are no existing disputes or grounds for dispute under any such cancelled contracts and no act, event, or omission has occurred that, whether with or without notice, lapse of time, or both, would constitute a material default under such cancelled contracts.

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Assets the Closing Date, all of the tangible Assets are in good operating order, and condition, and are suitable for use in the ordinary course of the Business.

Conduct of Business . Seller has operated the Business in the ordinary course consistent with past practices and there has been no adverse material change in the Business. Seller has not accrued debts on behalf of the Business or disposed of any assets of the Business, other than those debts accrued in the ordinary course of business.

Taxes returns of every kind (including returns of real and personal property taxes, intangible taxes, withholding taxes, and unemployment compensation taxes) relating to the Business that Seller was required to file in accordance with any applicable law have been duly filed, and all taxes shown to be due on such returns have been paid in full.

Disclosure . No representation, warranty, or statement made by Seller in this Agreement or in any Exhibit to this Agreement contains or will contain any untrue statement or omits or will omit any fact necessary to make the statements contained herein or therein not misleading. Seller has disclosed to Purchaser all facts that are material to the financial condition, operation, or prospects of the Business, the Assets, and the Assumed Liabilities.

SECTION 7 Representations And Warranties

Purchaser hereby represents and warrants as follows, which representations and warranties shall survive the Closing Date:

Organization and Good Standing . Longfin Corp is duly organized and validly existing under the laws of the State of Delaware.

Authority Relative to this Agreement . The execution and performance of this Agreement by Purchaser has been duly and validly authorized by all necessary action on the part of Purchaser. Purchaser has full power and authority to execute and deliver this Agreement and to consummate the transactions contemplated hereby.

Binding Obligation the legal, valid, and binding obligation of Purchaser, enforceable against Purchaser in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, or other similar laws of general application or by general principles of equity.

Broker or Finder's Fee . Purchaser has not incurred any liability or obligation – whether contingent or otherwise – for a brokerage commission, a finder's fee, or any other similar payment in connection with this Agreement or the transaction.

SECTION 8f Seller Prior to the Closing Date

Seller agrees that prior to the Closing Date, Seller will:

continue to operate the Business in its usual and ordinary course and in substantially the same manner as presently conducted and consistent with the past practices of Seller, in accordance with all applicable city, state, and federal laws, ordinances, regulations, and rules, and will use its best efforts to preserve its business organization and continued operation of its business with its customers, suppliers, and others having a business relationship with Seller;

not assign, sell, lease, or otherwise transfer or dispose of any of the Assets used in the performance of its business, whether now owned or hereafter acquired, except in the ordinary course of business;

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8.3 maintain all the Assets in their present condition;

notify Purchaser promptly of any material change or loss in the business prospects, financial condition, assets, liabilities, or operations of the Business;

provide reasonable access for Purchaser and Purchaser's representatives to the Business, including but not limited to the property, personnel, books, papers, records, clients, and suppliers relating to its operations, assets, and liabilities, on an as needed basis in order to complete a due diligence investigation (but only for this purpose) to the sole satisfaction of the Purchaser and Purchaser's representatives;

Party;

8.6 perform all of Seller's liabilities and obligations under all contracts to which Seller is a

8.7 refrain, and will cause the Seller's officers, members, managers, or employees, and any

banker, lawyer, accountant, or other agent to refrain from initiating negotiations with third parties relating to the purchase and sale contemplated in this Agreement;

8.8 cancel all existing contracts and agreements with any parties; and

notify Purchaser of any breach by Seller of any representation, warranty, or covenant in this Agreement.

SECTION 9. Seller's Obligations After the Closing Date

Seller agrees that after the Closing Date, Seller will:

will make all filings, give all notices, and transfer all accounts that Purchaser is required to make and give to close the transaction contemplated in this Agreement (understanding however that all accounts receivable of the Business prior to the Closing Date shall be retained by Seller);

9.2 assist in transferring the accounts that may need to be transferred to Purchaser; and

SECTION 10. Conditions to Purchaser's Closing Date Obligations

Purchaser's obligation to close this transaction and purchase the Assets is subject to satisfaction, in Purchaser's reasonable discretion, of the following conditions:

Purchaser obtaining all licenses, approvals, permits, and waivers from the public authorities necessary to authorize the ownership and operation of the Business;

a satisfactory completion, in the sole discretion of Purchaser and Purchaser's accountants, attorneys, and other representatives, of a due diligence review and/or audit of the Business;

the Business has not suffered any material adverse change, in Purchaser's sole discretion, in the business prospects, financial condition, assets, liabilities, or operations.

SECTION 11. Best Efforts

Each party shall use its best reasonable efforts to take all action and to do all things necessary, proper, and advisable, including obtaining all necessary approvals required to authorize the execution and delivery of this Agreement, in order to consummate and make effective the transactions contemplated by this Agreement.

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SECTION 12. Taxes

Seller shall be responsible for and pay any and all sales, use, real property transfer taxes, or other taxes due and payable on and after the Closing Date arising in connection with the sale by Seller of the Assets and the acquisition thereof by Purchaser, including without limitation taxes imposed in connection with Seller, the Business, or the Assets for all taxable periods (or portions thereof) ending on or prior to the Closing Date. Seller shall remit and file such taxes, including any and all necessary returns and reports, to the appropriate governmental agency in a timely manner.

SECTION 13. Termination

Termination. This Agreement may be terminated by written notice at any time prior to or on the Closing Date:

- (a) by mutual written agreement of Seller and Purchaser;
- (b) by Purchaser, in the event that there has been a material misrepresentation in this Agreement by Seller, or a material breach of any of Seller's representations, warranties or covenants set forth herein; or
- (c) by Seller, in the event that there has been a material misrepresentation in this Agreement by Purchaser, or a material breach of any of Purchaser's representations, warranties or covenants set forth herein.

Effect of termination. In the event of termination of this Agreement as provided in Section 13.1, this Agreement shall become void and of no further force and effect, without any liability or obligations on the part of Purchaser or Seller.

SECTION 14. Press Release

Purchaser and Seller will draft a press release regarding the transaction contemplated in this Agreement for distribution to customers, suppliers, and the general public that introduces and endorses Purchaser, which will be signed on the Closing Date by the parties. Any news release pertaining to the transaction contemplated in this Agreement shall be reviewed and approved by both parties prior to its release.

SECTION 15. Non-Competition; Non-Solicitation

For a period of three (3) years from the Closing Date, provided Purchaser is not in default, Seller, shall not:

directly or indirectly advise, invest in, own, manage, operate, control, be employed by, provide services to, or otherwise assist any person engaged in or planning to be engaged in any business whose products, services, or activities compete or will compete in whole or in part with Purchaser's products, services, or activities.

solicit any employee of Purchaser to become an employee or independent contractor of Seller or any other person or entity, or suggest to any employee that they should reduce or terminate their employment relationship with Purchaser; and

15.3 solicit any customer, or other business relationship of Purchaser to become a business

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relation of Seller or, or suggest to a business relationship of Purchaser that the business relation should reduce or terminate the business relation's business or relationship with Purchaser.

SECTION 16. Indemnification

~~Seller hereby agrees to indemnify, defend, and hold Purchaser and its assigns, directors, members, managers, partners, officers, and authorized representatives harmless from and against any and all claims, liabilities, obligations, costs, taxes, fees, wages, financial obligations, and expenses of every kind, including reasonable attorney fees, whether known or unknown, arising out of or related to:~~

- (a) Seller's breach of the representations, warranties, covenants, or other obligations of Seller made in this Agreement or any other agreement or document relating to this transaction;
- (b) Seller's breach of any liabilities or obligations of Seller in connection with the use, ownership, condition, maintenance, or operation of the Business or the Assets by Seller or its members on or before the Closing Date.

~~Purchaser hereby agrees to indemnify, defend, and hold Seller and its assigns, directors, members, managers, partners, officers, and authorized representatives harmless from and against any and all claims, liabilities, obligations, costs, taxes, fees, wages, financial obligations, and expenses of every kind, including reasonable attorney fees, whether known or unknown, arising out of or related to:~~

- (a) Purchaser's breach of the representations, warranties, covenants or other obligations of Purchaser made in this Agreement or any other agreement or document relating to this transaction;
- (b) Any liabilities or obligations of Purchaser, including the Assumed Liabilities, in connection with the use, ownership, condition, maintenance, or operation of the Business or the Assets by Purchaser after the Closing Date.

~~**Notice of Claim.** If any claim is asserted against a party that would give rise to a claim by that party against the other party for indemnification under the provisions of this Section, then the party to be indemnified will promptly give written notice to the indemnifying party concerning such claim and the indemnifying party will, at no expense to the indemnified party, defend the claim.~~

SECTION 17. Equitable Relief

The parties acknowledge that the remedies available at law for any breach of this Agreement by a breaching party will, by their nature, be inadequate. Accordingly, the non-breaching party may obtain injunctive relief or other equitable relief to restrain a breach or threatened breach of this Agreement or to specifically enforce this Agreement, without proving that any monetary damages have been sustained. Neither party shall require the posting of a bond prior to obtaining such equitable relief.

SECTION 18. General Provisions

~~Notices required under this Agreement shall be in writing, and shall be deemed duly given (a) when delivered, if delivered personally, (b) at the end of the day after deposit if sent by overnight express courier service, or (c) at the end of the third business day after deposit if sent by registered or certified mail, return receipt requested and postage prepaid, to the parties as set forth in the signature page below, or at such other address as may be supplied by similar written notice, or (d) when~~

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sent, if by email.

Amendment; Waiver . This Agreement may not be amended, nor may any rights under it be waived except by an instrument in writing signed by both parties.

Governing Law . This Agreement shall be governed by and construed in accordance with the laws of the State of New York applicable to agreements made and to be performed wholly within such jurisdiction, without giving effect to the provisions, policies or principles thereof relating to choice or conflict of laws.

Arbitration . Any controversy or claim arising out of this Agreement will be settled by arbitration before a single arbitrator in New York. If the Parties agree on an arbitrator, the arbitration will be held before the arbitrator selected by the Parties. If the Parties do not agree on an arbitrator, each Party will designate an arbitrator and the arbitration will be held before a third arbitrator selected by the designated arbitrators. Each arbitrator will be an attorney knowledgeable in the area of business law. The resolution of any controversy or claim as determined by the arbitrator will be binding on the Parties. A Party may seek from a court an order to compel arbitration, or any other interim relief or provisional remedies pending an arbitrator's resolution of any controversy or claim.

Binding Effect . Except as provided otherwise herein, this Agreement shall be binding upon and shall inure to the benefit of the parties and their respective legal representatives, successors and assigns.

Severability . If a provision of this Agreement is determined to be unenforceable in any respect, the enforceability of the provision in any other respect and of the remaining provisions of this Agreement will not be impaired.

Headings . The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning of this Agreement.

Expenses . All expenses incurred by each party in connection with this Agreement and the transaction contemplated in this Agreement shall be borne by that party.

Survival . All provisions of this Agreement that would reasonably be expected to survive the termination of this Agreement will do so.

Attorney Fees . If any arbitration or litigation is instituted to interpret, enforce, or rescind this Agreement, including but not limited to any proceeding brought under the United States Bankruptcy Code, the prevailing party on a claim will be entitled to recover with respect to the claim, in addition to any other relief awarded, the prevailing party's reasonable attorney's fees and other fees, costs, and expenses of every kind.

Attachments . All exhibits and other attachments referenced in this Agreement are part of this Agreement.

Entire Agreement . This Agreement constitutes the entire agreement among the parties and supersedes any prior agreement or understanding among the parties concerning its subject matter.

Assignment . This Agreement may not be transferred, assigned, pledged or hypothecated by either party without the prior written consent of the other party.

Counterparts . This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which shall constitute one agreement. Furthermore, this Agreement may be executed by a party's signature transmitted by facsimile or by electronic mail, and

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copies of this Agreement executed and delivered by means of faxed or electronic mail shall have the same force and effect as copies hereof executed and delivered with original signatures. All parties hereto may rely upon faxed or electronic mail as if such signatures were originals.

[Signature page to follow]

Meridian Longfin assets acquisition agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the day and year first written above.

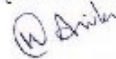
Sellers:

Meridian Enterprises Pte. Ltd



Maraka Vasudeva Rao
Director
Block 830, Woodlands
St.83, #02-25, Singapore-730830

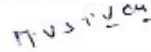
Selling Shareholder:



Galaxy Media Ltd

Unit 1, 8/F, Tower II, South Seas Center, 75 Mody Road,
Tsimshatsui East, Kowloon, Hong Kong

Purchaser:



Longfin Corp Inc.

Venkat S Meenavalli
CEO
16-017, 85, Broad Street,
New York 10004

Signature Page of Asset Purchase Agreement

Signature Page of Asset Purchase Agreement

Exhibit A

website : www.Ziddu.com

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Exhibit B.

Purchase Price. The total purchase price for the Assets purchase shall be 2,500,000 restricted class A common shares of Longfin.

1. 150,000 Shares	MediShare Pte Ltd	
2. 20,000 Shares	MediShare Ltd	-
3. 25,000 Shares	MediShare	-
4. 25,000 Shares	MediShare	-
Total 2,500,000 Shares		----- -----
