

TRANSFER DEED

THIS DEED is issued to take effect on and from the Effective Date (as defined in the Schedule) by the Transferor (as defined in the Schedule) in favour of the Transferee (as defined in the Schedule) (the "**Deed**").

WHEREAS:

- (A) The Transferor legally and beneficially owns the Collectible (as defined in the Schedule), and wishes to transfer and vest all of its legal and beneficial ownership in the Collectible to the Transferee (the "**Transfer**").
- (B) Both the Transferor and the Transferee intend for this document to be executed as a deed.

IT IS AGREED as follows:

1. In this Deed, unless the context otherwise requires, words denoting the singular number only shall include the plural and vice versa. Save as otherwise indicated, references to "**Clauses**" and the "**Schedule**" are to be construed as references to clauses of, and the schedule to, this Deed. Words importing the masculine gender, feminine gender or neuter shall include the others. The Transferor shall have final authority to interpret this Deed and to make any and all determinations under them, and its decision shall be binding and conclusive upon the Parties in respect of any questions arising under this Deed. The Recitals set forth above are incorporated into and made part of this Deed.
2. The Transferor hereby irrevocably and unconditionally transfers all of its legal and beneficial ownership and all of its rights, title and interest in and/or to the Collectible to the Transferee.
3. The Transferee represents and warrants to and for the benefit of the Transferor as of the Effective Date as follows:
 - (i) **Power**: it has the capacity to enter into and perform and comply with its obligations under this Deed;
 - (ii) **Authorisation and Consents**: all action, conditions and things required to be taken, fulfilled and done (including the obtaining of any necessary consents) in order (a) to enable the Transferee to lawfully enter into and perform and comply with its obligations under this Deed, and (b) to ensure that those obligations are legal, valid, binding and enforceable, have been taken, fulfilled and done;
 - (iii) **Non-Violation of Laws**: its entry into and/or performance of or compliance with its obligations under this Deed do not and will not violate any law to which it is subject;
 - (iv) **Obligations Binding**: its obligations under this Deed are legal, valid, binding and enforceable in accordance with its terms;
 - (v) **Non-Violation of other Agreements**: its entry into and/or performance of or compliance with its obligations under this Deed do not and will not (a) violate any agreement to which it is a party or which is binding on it or its assets, or (b) result in the creation of, or oblige it to create, any security over those assets;
 - (vi) **Litigation**: no litigation, arbitration or administrative proceeding is current or pending or, so far as it is aware, threatened (a) to restrain the entry into and/or performance or enforcement of or compliance with the relevant obligations under this Deed by the Transferor or (b) which has or could have a material adverse effect on it; and

- (vii) Bankruptcy/Insolvency: no steps have been taken by the Transferor nor have any legal proceedings been started or threatened for its bankruptcy, winding up or insolvency or for the appointment of a receiver, trustee or similar officer of any of its assets.
4. This Deed shall enure to the benefit of the Transferor and its successors and assigns, and the obligations of the Transferee under this Deed shall be binding on it and its successors and personal representatives.
5. The illegality, invalidity or unenforceability of any provision of this Deed under the law of any jurisdiction shall not affect its legality, validity or enforceability under the law of any other jurisdiction nor the legality, validity or enforceability of any other provision.
6. Any dispute or difference, whether contractual or non-contractual, arising out of or in connection with this Deed, including any question regarding its existence, validity or termination shall: -
- (i) Unless otherwise agreed to as between the parties in writing, first be referred to mediation under the Mediation Rules of The Law Society of Hong Kong. If the mediation is terminated (as defined in the Mediation Rules of The Law Society of Hong Kong), without the dispute or difference having been resolved, within 21 days after such termination, any party may refer the dispute or difference to arbitration for final resolution.
 - (ii) Where following mediation in accordance with Clause 6 (i) above, the parties are unable to reach a mutually satisfactory resolution of the Disputes, except insofar as the parties elect to enforce this Deed by judicial process or injunction as provided in the preceding Articles hereof, the Disputes must be submitted to be finally resolved by arbitration in Hong Kong in accordance with UNICITRAL Arbitration Rules for the time being in force. The arbitration shall be administered by Hong Kong International Arbitration Centre (“**HKIAC**”) in accordance with its Practice Note on UNICITRAL cases. The tribunal will consist of one arbitrator nominated by Coinlectibles. The language to be used in the arbitral proceedings shall be English.
 - (iii) This Deed shall be governed by, and construed with, the laws of Hong Kong (without giving effect to principles of conflicts or choices of law).
 - (iv) Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the decision and award, if any, are based. Judgment on any arbitral award may be given in any court having jurisdiction over the party (or over the assets of the party) against whom such an award is rendered. Any arbitration against Coinlectibles or its associates must be commenced by filing a request for arbitration within one (1) year, after the date the party asserting the claim first knows or reasonably should know of the act, omission or default giving rise to the claim; and there shall be no right to any remedy for any claim not asserted within that time period. This one-year limitation period is inclusive of the internal dispute resolution including the mandatory mediation procedure set forth in the preceding paragraph of this section, above. There shall be no right to any remedy for any claim not asserted within that time period. If applicable law prohibits a one-year limitation period for asserting claims, any claim must be asserted within the shortest time period permitted by

applicable law.

- (v) Save for the Third-Party Payer as defined in Clause 6 of the Schedule hereunder in respect of its rights under this Deed, a person who is not a party to this Deed has no right under the Contracts (Rights of Third Parties) Ordinance (Chapter 623) (or any similar law, regulation or rule in any jurisdiction) to enforce any term of this Deed.

7. This Deed, if and when executed by the Transferor and/or Transferee in wet-ink, shall be converted into an electronic version in portable document format (i.e. PDF) (the “**Electronic Deed**”) and after the Electronic Deed has been printed onto the DOT the original shall be destroyed. Notwithstanding the destruction of the original of this Deed, the Electronic Deed shall serve as the full and final instrument documenting the transfer of title to the Collectible from the Transferor to the Transferee setting out the terms agreed upon between the Transferor and Transferee in relation to thereto and shall also serve as documentary evidence of the Transferee’s indefeasible title to the Collectible.

IN WITNESS WHEREOF this Deed has been duly executed as a deed to take effect on and from the Effective Date.

TRANSFEROR

Executed as a Deed)
by **Chan Man Chung**)
for and on behalf of)
Coinllectibles Limited)



TRANSFeree

Executed as a Deed)
by **Wong Sze Man**)
for and on behalf of)
Minting Department of)
Coinllectibles Limited)



SCHEDULE

1. “**Effective Date**” means the date and time of the creation of the DOT.
2. “**Transferor**” means Coinlectibles Limited, a company incorporated in the British Virgin Islands and a branch office in Singapore with its registered office address at 138 Cecil Street #13-02 Cecil Court, Singapore 069538, which expression shall include its personal representatives and, where relevant, its successors and assigns.
3. “**Transferee**” means the minting department within Coinlectibles Limited (“**Minting Department**”) that is receiving the Collectible and shall thereafter mint the ownership of the Collectible onto the DOT (defined hereinbelow) and shall thereafter be the legal and beneficial owner from time to time of the DOT.
4. “**DOT**” means the digital ownership token, which was minted by the Transferee and in which this Deed is printed.
5. “**Intellectual Property**” means all rights in, to, or arising out of: (i) U.S. international or foreign patent or any application thereof and any and all reissues, divisions, continuations, renewals, extensions and continuations in-part thereof, (ii) inventions (whether patentable or not in any country), invention disclosures, improvements, trade secrets, proprietary information, know-how, technology and technical data, (iii) copyrights, copyright registrations, mask works, mask work registrations, and applications therefore in the U.S. or any foreign country, and all other rights corresponding thereto throughout the world, (iv) trademarks, domain names, brands, or any other goodwill or franchise, whether registered or otherwise throughout the world, and (v) any other proprietary rights anywhere in the world.
6. “**Collectible**” means the collectible described in the related sale and purchase agreement forming part of the DOT, together with a perpetual non commercial licence for only private enjoyment in respect of the Intellectual Property relating to it owned by the Transferor.