

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.
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. This Deed shall be governed by, and construed in accordance with, the laws of Singapore and the parties submit to the non-exclusive jurisdiction of Singapore courts.
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 NFT 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 **Phang Liang Xiong**)
for and on behalf of)
Coinllectibles Private Limited)



TRANSFeree

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



SCHEDULE

1. “**Effective Date**” means the date and time of the creation of the NFT.
2. “**Transferor**” means Coinlectibles Private Limited (Unique Entity Number: 202120363C) 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 legal and beneficial owner from time to time of the NFT.
4. “**NFT**” means the non-fungible token, which was minted by the Transferor 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 NFT, together with a perpetual non commercial licence for only private enjoyment in respect of the Intellectual Property relating to it owned by the Transferor.