

UNITED STATES
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): **July 13, 2017**

FingerMotion, Inc.

(Exact name of registrant as specified in its charter)

Delaware

(State or other jurisdiction
of incorporation)

333-196503

(Commission File Number)

46-4600326

(IRS Employer
Identification No.)

**Unit A, 19/F, Times Media Centre
133 Wan Chai Road, Wan Chai,
Hong Kong**

(Address of Principal Executive
Offices)

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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))

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 or Rule 12b-2 of the Securities Exchange Act of 1934.

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.

Share Exchange Agreement and Subscriptions

Effective July 13, 2017 (the "Closing Date"), Finger Motion, Inc., formerly Property Management Corporation of America (the "Company") entered into that certain Share Exchange Agreement (the "Share Exchange Agreement") by and among the Company, Finger Motion Company Limited, a Hong Kong corporation ("FMCL") and certain shareholders of FMCL (the "FMCL Shareholders"). Pursuant to the Share Exchange Agreement, the Company agreed to exchange the outstanding equity stock of FMCL held by the FMCL Shareholders for shares of common stock of the Company. At the Closing Date, the Company issued approximately 12,000,000 shares of common stock to the FMCL shareholders. In addition, the Company issued 200,000 shares to Kline Law Group PC, up to 400,000 additional shares to other consultants in connection with the transactions contemplated by the Share Exchange Agreement, and up to 2,562,500 additional shares to accredited investors. As of the date of the filing of this Current Report on Form 8-K, the holders of all of the equity securities of FMCL have exchanged their shares into a majority of the shares of the issued and outstanding shares of the Company's common stock.

As a result of the Share Exchange Agreement and the other transactions contemplated thereunder, FMCL is now a wholly owned subsidiary of the Company.

The above description of the Share Exchange Agreement does not purport to be complete and is qualified in its entirety by reference to the Share Exchange Agreement, which is attached here to as Exhibit 2.1 to this Current Report on Form 8-K.

Cancellation of Series A Preferred Stock

In connection with the consummation of the transactions contemplated by the Share Exchange Agreement, the holders of an aggregate of 100,000 shares of the Company's Series A Preferred Stock, which is all of the issued and outstanding Series A Preferred Stock, agreed to cancel such shares. All of the shares of Series A Preferred Stock authorized by the Company's charter are now available for issuance by the board of directors pursuant to the terms of the charter.

Item 2.01 Completion of Acquisition or Disposition of Assets.

The information set forth in Item 1.01 of this Current Report on Form 8-K is incorporated herein by reference.

As described in Item 1.01 above, effective July 13, 2016, the Company entered into a Share Exchange Agreement which resulted in FMCL becoming our majority-owned subsidiary.

FMCL, a Hong King corporation, was formed in April 6, 2016. The Company is an information technology company which specialize in operating and publishing mobile games.

The Video Game industry covers multiple sectors and is currently experiencing a move away from physical games towards digital software. Advances in technology and streaming now allow users to download games rather than visiting retailers. Video game publishers are expanding their direct to consumer channels with mobile gaming current growth leader, and eSports and virtual reality gaining momentum as the next big sectors. This is the business focus for FMCL.

Currently, FMCL have secured a strategic alliance with Games Development Studio in China to design and develop games for the Company. As of to date, we have 3 games licenses and more to be ready within the year. Our licenses covers worldwide distribution rights (except China). The two current games are Action Role Playing Games ("ARPG") and the other is Simulated Life Game (SLG).

Dragon Samurai is the title of one of the ARPG game that will be launch within the next 2 months. The story line is set in a Medieval period where Dragons reign supreme. The game's 3D landscape and large scale system provide great visual to players. This game was created using a 3D "real simulation" module and players will be able to see it on the game's background, battlefield, city, character equipment and weapons. Fill with exciting multi social tournament Player versus Environment (PVE) and Player to Player (PVP) challenges in the game makes stickiness of the gamers. There are 4 classes to choose, Vanguard, Rogue, Samurai & Seer. Regardless of the class, you will be able to overcome challenges and quests as long as you enhance your character's combat capability. There are countless ways of boosting your battle power including artifacts, companions, wings and more.

Pirate Kingdom is an SLG game which embark on the newest epic pirate strategy adventure. This game allows gamers to lead their crew into a grand battle of pirates, monsters and players from around the globe in the most addicting, interactive strategy game. Assemble your heroes, power up your crew and anchor your warships away. While you're at it, start your tactical naval warfare, take over hundreds of islands and discover hidden loots along the sail. With many new game features and in multiple language available, this game is expected to be a hit and most addictive for casual gamers around the globe.

Three Kingdom - This is an ARPG game based on the book written by the traditional folk artist combine with the reference of ancient history documents. The game has a grand world with vivid characters and story that brings the best story of three kingdoms to players. The game have many new features which is unique with other APRG games and will be the key selling point for the product. Players that knows the 3 kingdom storyline will surely be appreciating better to enjoy this new experience.

FMCL will progressively launche these games within the next 6 months and will be targeting worldwide markets. All of these games are played in mobile and will be marketed by our own team. Our team have many experience in this space from marketing to product operations. The team will also be working very closely with the development team to suggest changes and even provide new requirements to ensure the success of the product as our team are experience in the game and culture of each of the territories we are targeting.

FMCL's Management Team consists of:

Mr Leong Yew Poh, Chairman

Mr. Leong, 62, graduated from the University of Auckland with a Masters Degree, Accounting and Finance. Mr. Leong started his career as an auditor with McCormack & Dodge Inc. in 1988. In 1990, the company acquired Management Science America Inc. and was renamed as Dun & Bradstreet Software. McCormack and Dodge and Dun & Bradstreet Software are subsidiaries of Dun & Bradstreet Inc. In 1997, Geac Computers, which is based in Toronto, Canada, purchased Dun & Bradstreet Software. Mr. Leong was responsible for growing the company from 15 employees to over 250 employees in Singapore, Malaysia, Thailand, Philippines, Indonesia, Hong Kong, Beijing and Shanghai. He was Regional director in 1988 before he was promoted to Managing Director-Asia in 1995. Mr. Leong then joined Keppel T&T as the Director of Strategic Project before joining as Group CEO at Radiance Hospitality Group. In Keppel, he is responsible for the e-business in the group. Keppel T&T is diverse group that have interest in transportation, telecommunications and IT services. The company is listed in the Singapore Stock Exchange. The e-business businesses includes provision of business information via the setting up of credit bureau in Thailand and Malaysia, setting up and operating data centers in Singapore, Malaysia, Thailand and Philippines, operating of call centers in Singapore and Malaysia, provision of application solutions for local government, IT infrastructure, transportation and education.

Mr Lee Shiuan Jung (Snow), COO

Snow Lee, 42, founded Phoenix Digital Entertainment last year. As the COO of FMCL, Mr. Lee is responsible for Taiwan, Hong Kong and Macau operations intially. He will manage the overseas operations in the future for games secured under Finger Motion. Mr. Lee will lead the team to perform both online and offline advertising, operation and maintenance of products , customer service, overseas business , IP licensing and other upcoming projects. Before founding Pheonix, Mr. Lee was in this industry since 2009.

Item 3.02 Unregistered Sales of Equity Securities.

The information set forth in Item 1.01 of this Current Report on Form 8-K is incorporated herein by reference.

Pursuant to the terms of the Share Exchange Agreement, the Company shall issue up to 12,000,000 shares of the Company's common stock in exchange for approximately 1,000 shares of HK\$1 per share of ordinary shares of FMCL, and an additional approximately 3,162,500 shares to consultants and accredited investors.

These securities were not registered under the Securities Act of 1933, as amended (the "Securities Act"), but qualified for exemption under Section 4(2) of the Securities Act. The securities were exempt from registration under Section 4(2) of the Securities Act because the issuance of such securities by the Company did not involve a "public offering," as defined in Section 4(2) of the Securities Act, due to the insubstantial number of persons involved in the transaction, size of the offering, manner of the offering and number of securities offered. The Company did not undertake an offering in which it sold a high number of securities to a high number of investors. In addition, these shareholders had the necessary investment intent as required by Section 4(2) of the Securities Act since they agreed to, and received, share certificates bearing a legend stating that such securities are restricted pursuant to Rule 144 of the Securities Act. This restriction ensures that these securities would not be immediately redistributed into the market and therefore not be part of a "public offering." Based on an analysis of the above factors, we have met the requirements to qualify for exemption under Section 4(2) of the Securities Act.

Item 5.01 Changes in Control of Registrant

The information set forth in Item 1.01 of this Current Report on Form 8-K is incorporated herein by reference.

As more fully described in Item 1.01 above, the Company issued approximately 12,000,000 Shares of the Company's common stock to the FMCL Shareholders in exchange for up to approximately 1,000 of the issued and outstanding shares of the ordinary shares of FMCL, together with shares issuable upon exercise of options, which constitutes approximately 67% percent of the currently issued and outstanding shares of the Company's common stock after the transactions described herein. In addition, upon such issuance, the holders of an aggregate of 100,000 shares of the Company's Series A Preferred Stock, which is all of the issued and outstanding Series A Preferred Stock, agreed to cancel such shares. As a result of the transactions described herein, there was no change of control in the Company, as the three holders of the Series A Preferred Stock, Cheong Chee Ming, Cheong Liong Foong and Liew Siew Chin, who obtained voting control of the Company as a result thereof, are also the recipients of a majority of the shares issuable under the Share Exchange Agreement, and they thereby maintain voting control of the Company.

Related Party Transactions

There are no related party transactions reportable under Item 5.02 of Form 8-K and Item 404(a) of Regulation S-K.

Item 9.01 Financial Statements and Exhibits.

(a) Financial Statements of Business Acquired.

This Current Report on Form 8-K will be supplemented by amendment to provide the required financial statements not later than 71 days after the date that this Current Report on Form 8-K was required to be filed.

(b) Pro Forma Financial Information.

This Current Report on Form 8-K will be supplemented by amendment to provide the required pro forma financial information not later than 71 days after the date that this Current Report on Form 8-K was required to be filed.

(d) Exhibits.

Exhibit No.	Description
2.1	Form of Share Exchange Agreement, effective as of July 13, 2017, by and among FingerMotion, Inc., Finger Motion Company Limited and stakeholders of Finger Motion Company Limited.

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.

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.

FingerMotion, Inc.

Date: July 13, 2017

By: /s/ Wong H'Sien Loong
Name: Wong H'Sien Loong
Title: Chief Executive Officer

SHARE EXCHANGE AGREEMENT

by and among

FINGERMOTION, INC.
(f/k/a PROPERTY MANAGEMENT CORPORATION OF AMERICA)/

FINGER MOTION COMPANY LIMITED

and

THE SHAREHOLDERS OF
FINGER MOTION COMPANY LIMITED
NAMED HEREIN

Dated as of July 13, 2017

SHARE EXCHANGE AGREEMENT

This SHARE EXCHANGE AGREEMENT (this "Agreement"), dated as of July 13, 2017, is by and among FINGERMOTION, INC., formerly known as PROPERTY MANAGEMENT COMPANY OF AMERICA, a Delaware corporation ("FNGR"), FINGER MOTION COMPANY LIMITED, a corporation organized under the laws of Hong Kong ("FMCL"), and the shareholders of FMCL (the "Shareholders"). Each of the parties to this Agreement is individually referred to herein as a "Party" and collectively, as the "Parties." Capitalized terms used herein that are not otherwise defined herein shall have the meanings ascribed to them in Annex B hereto.

BACKGROUND

A FNGR is a publicly traded corporation quoted on the OTC Markets (the "OTC").

B. FNGR has approximately 2,826,250 shares of common stock issued and outstanding, and 100,000 shares of Series A Preferred Stock issued and outstanding. FMCL has 1,000 ordinary shares of HKD1 per share (the "FMCL Stock"), issued and outstanding, which shares are owned by the Shareholders. The Shareholders are the record and beneficial owner of the number of shares of FMCL Stock, or the right to receive such shares, set forth opposite such Shareholder's name on Annex A hereto.

C. The Shareholders have agreed to transfer all of their shares of FMCL Stock, or the right to receive such stock, in exchange for an aggregate of 12,000,000 newly issued shares of the Common Stock, \$0.0001 par value, of FNGR (the "FNGR Stock"). In addition, FNGR has or shall issue 200,000 shares to Kline Law Group PC, up to 400,000 additional shares to other consultants in connection with the transactions contemplated hereby, and up to 2,562,500 additional shares to accredited investors. In connection herewith, the holders of FNGR Series A Preferred Stock have agreed to the cancellation of such shares hereby. In the aggregate, the shares of FNGR Stock issuable to the Shareholders will be approximately sixty-seven percent (67%) of the issued and outstanding capital stock of FNGR as of and immediately after the Closing.

D. The Board of Directors of each of FNGR and FMCL has determined that it is desirable to effect this plan of reorganization and share exchange.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and the respective representations, warranties, covenants and agreements set forth herein, and intending to be legally bound hereby, the Parties agree as follows:

ARTICLE I Exchange of Shares

1.1. Exchange by the Shareholder. At the Closing, the Shareholder shall sell, transfer, convey, assign and deliver to FNGR its FMCL Stock free and clear of all Liens in exchange for the FNGR Stock and shall issue the Consulting Shares. In connection herewith, the holders of an aggregate of 100,000 FNGR Series A Preferred Stock, Cheong Chee Ming, Cheong Liong Foong and Liew Siew Chin, hereby agree to the cancellation of such shares in partial consideration of the issuance of FNGR Stock hereby.

1.2. Closing. The closing (the “Closing”) of the transactions contemplated hereby (the “Transactions”) shall take place at the offices of Kline Law Group, PC in Irvine, CA commencing at 9:00 a.m. local time on the second business day following the satisfaction or waiver of all conditions to the obligations of the Parties to consummate the Transactions (other than conditions with respect to actions that the respective parties will take at Closing) or such other date and time as the Parties may mutually determine (the “Closing Date”).

ARTICLE II
Representations and Warranties of the Shareholder

The Shareholder hereby represents and warrants to FNGR with respect to itself, as follows.

2.1. Good Title. The Shareholder is the record and beneficial owner, and has good title to its FMCL Stock, with the right and authority to sell and deliver such FMCL Stock. Upon delivery of any certificate or certificates duly assigned, representing the same as herein contemplated and/or upon registering of FNGR as the new owner of such FMCL Stock in the share register of FMCL, FNGR will receive good title to such FMCL Stock, free and clear of all Liens.

2.2. Reserved.

2.3. Power and Authority. The Shareholder has the legal power, capacity and authority to execute and deliver this Agreement and each Transaction Document to be delivered by it hereunder and to perform its obligations hereunder and thereunder, and to consummate the Transactions. All acts required to be taken by the Shareholder to enter into this Agreement, to deliver each Transaction Document to which it is a party and to carry out the Transactions have been properly taken. This Agreement constitutes a legal, valid and binding obligation of the Shareholder, enforceable against the Shareholder in accordance with the terms hereof, except as such enforcement is limited by general equitable principles, or by bankruptcy, insolvency and other similar laws affecting the enforcement of creditors’ rights generally.

2.4. No Conflicts. The execution and delivery of this Agreement by the Shareholder and the performance by the Shareholder of its obligations hereunder in accordance with the terms hereof: (a) will not require the consent of any third party or Governmental Entity under any Laws; (b) will not violate any Laws applicable to the Shareholder ; and (c) will not violate or breach any contractual obligation to which the Shareholder is a party.

2.5. Litigation. There is no pending proceeding against the Shareholder that involves the Shares or FMCL Options or that challenges, or may have the effect of preventing, delaying or making illegal, or otherwise interfering with, any of the Transactions and, to the knowledge of the Shareholder, no such proceeding has been threatened, and no event or circumstance exists that is reasonably likely to give rise to or serve as a basis for the commencement of any such proceeding.

2.6. No Finder’s Fee. The Shareholder has not created any obligation for any finder’s, investment banker’s or broker’s fee in connection with the Transactions.

2.7. Purchase Entirely for Own Account. The FNGR Stock proposed to be acquired by the Shareholder hereunder will be acquired for investment for its own account, and not with a view to the resale or distribution of any part thereof, and the Shareholder has no present intention of selling or otherwise distributing the FNGR Stock, except in compliance with applicable securities laws.

2.8. Available Information. The Shareholder has such knowledge and experience in financial and business matters that it is capable of evaluating the merits and risks of investment in FNGR.

FINGERMOTION,, INC.
FINGER MOTION COMPANY LIMITED
SHARE EXCHANGE AGREEMENT
July 13, 2017

2.9. Non-Registration. The Shareholder understands that the FNGR Stock has not been registered under the Securities Act and, if issued in accordance with the provisions of this Agreement, will be issued by reason of a specific exemption from the registration provisions of the Securities Act which depends upon, among other things, the bona fide nature of the investment intent and the accuracy of the Shareholder's 's representations as expressed herein. The non-registration shall have no prejudice with respect to any rights, interests, benefits and entitlements attached to the FNGR Stock in accordance with FNGR's charter documents or the laws of its jurisdiction of incorporation.

2.10. Restricted Securities. The Shareholder understands that the Shares are characterized as "restricted securities" under the Securities Act inasmuch as this Agreement contemplates that, if acquired by the Shareholder pursuant hereto, the Shares would be acquired in a transaction not involving a public offering. The issuance of the Shares hereunder have not been registered under the Securities Act or the securities laws of any state of the U.S. and that the issuance of the FNGR Stock is being effected in reliance upon an exemption from registration afforded under Section 4(2) of the Securities Act for transactions by an issuer not involving a public offering. The Shareholder further acknowledges that if the Shares are issued to the Shareholder in accordance with the provisions of this Agreement, such Shares may not be resold without registration under the Securities Act or the existence of an exemption therefrom. The Shareholder represents that it is familiar with Rule 144 promulgated under the Securities Act, as presently in effect, and understands the resale limitations imposed thereby and by the Securities Act.

2.11. Accredited Investor. The Shareholder is an "Accredited Investor" within the meaning of Rule 501 under the Securities Act.

2.12. Legends. The Shareholder hereby agrees with FNGR that the FNGR Stock will bear the following legend or one that is substantially similar to the following legend:

THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR ANY STATE SECURITIES LAWS AND NEITHER SUCH SECURITIES NOR ANY INTEREST THEREIN MAY BE OFFERED, SOLD, PLEDGED, ASSIGNED OR OTHERWISE TRANSFERRED EXCEPT (1) PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT AND APPLICABLE STATE SECURITIES LAWS OR (2) PURSUANT TO AN AVAILABLE EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND APPLICABLE STATE SECURITIES LAWS, IN WHICH CASE THE HOLDER MUST, PRIOR TO SUCH TRANSFER, FURNISH TO THE COMPANY AN OPINION OF COUNSEL, WHICH COUNSEL AND OPINION ARE REASONABLY SATISFACTORY TO THE COMPANY, THAT SUCH SECURITIES MAY BE OFFERED, SOLD, PLEDGED, ASSIGNED OR OTHERWISE TRANSFERRED IN THE MANNER CONTEMPLATED PURSUANT TO AN AVAILABLE EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND APPLICABLE STATE SECURITIES LAWS.

FINGERMOTION,, INC.
FINGER MOTION COMPANY LIMITED
SHARE EXCHANGE AGREEMENT
July 13, 2017

2.13. Additional Legend; Consent. Additionally, the FNGR Stock will bear any legend required by the “blue sky” laws of any state to the extent such laws are applicable to the securities represented by the certificate so legended. The Shareholder consents to FNGR making a notation on its records or giving instructions to any transfer agent of FNGR Stock in order to implement the restrictions on transfer of the Shares.

ARTICLE III
Representations and Warranties of FMCL

FMCL represents and warrants as follows to FNGR.

3.1. Organization, Standing and Power. FMCL and each of its subsidiaries is duly organized, validly existing and in good standing under the laws of the jurisdiction in which it is organized and has the corporate power and authority and possesses all governmental franchises, licenses, permits, authorizations and approvals necessary to enable it to own, lease or otherwise hold its properties and assets and to conduct its businesses as presently conducted, other than such franchises, licenses, permits, authorizations and approvals the lack of which, individually or in the aggregate, has not had and would not reasonably be expected to have a material adverse effect on FMCL, a material adverse effect on the ability of FMCL to perform its obligations under this Agreement or on the ability of FMCL to consummate the Transactions (a “FMCL Material Adverse Effect”). FMCL and each of its subsidiaries is duly qualified to do business in each jurisdiction where the nature of its business or its ownership or leasing of its properties make such qualification necessary except where the failure to so qualify would not reasonably be expected to have a FMCL Material Adverse Effect. FMCL has delivered to FNGR true and complete copies of the FMCL Charter, the FMCL Bylaws, and the comparable charter, organizational documents and other constituent FMCL Options of each of its subsidiaries, in each case as amended through the date of this Agreement.

3.2. Subsidiaries; Equity Interests. All the outstanding shares of capital stock or equity investments of each subsidiary have been validly issued and are fully paid and nonassessable and are as of the date of this Agreement owned by FMCL, by another subsidiary of FMCL or by FMCL and another subsidiary of FMCL, free and clear of all Liens. Except for its interests in its subsidiaries, FMCL does not as of the date of this Agreement own, directly or indirectly, any capital stock, membership interest, partnership interest, joint venture interest or other equity interest in any person.

3.3. Capital Structure. The authorized capital stock of FMCL consists of 50,000 shares of common stock. As of the date hereof, one (1) share of stock is issued and outstanding. No shares of capital stock or other voting securities of FMCL are issued, reserved for issuance or outstanding. FMCL is the sole record and beneficial owner of all of the issued and outstanding capital stock of each of its subsidiaries. All outstanding shares of the capital stock of FMCL and each of its subsidiaries are duly authorized, validly issued, fully paid and nonassessable and not subject to or issued in violation of any purchase option, call option, right of first refusal, preemptive right, subscription right or any similar right under any provision of the law of the British Virgin Islands, the FMCL Charter, the FMCL Bylaws or any Contract to which FMCL is a party or otherwise bound. There are not any bonds, debentures, notes or other indebtedness of FMCL or any of its subsidiaries having the right to vote (or convertible into, or exchangeable for, securities having the right to vote) on any matters on which holders of FMCL’s capital stock or the capital stock of any of its subsidiaries may vote (“Voting FMCL Debt”). As of the date of this Agreement, there are not any options, warrants, rights, convertible or exchangeable securities, “phantom” stock rights, stock appreciation rights, stock-based performance units, commitments, Contracts, arrangements or undertakings of any kind to which FMCL or any of its subsidiaries is a party or by which any of them is bound (a) obligating FMCL or any of its subsidiaries to issue, deliver or sell, or cause to be issued, delivered or sold, additional shares of capital stock or other equity interests in, or any security convertible or exercisable for or exchangeable into any capital stock of or other equity interest in, FMCL or any of its subsidiaries or any Voting FMCL Debt, (b) obligating FMCL or any of its subsidiaries to issue, grant, extend or enter into any such option, warrant, call, right, security, commitment, Contract, arrangement or undertaking or (c) that give any person the right to receive any economic benefit or right similar to or derived from the economic benefits and rights occurring to holders of the capital stock of FMCL or of any of its subsidiaries. As of the date of this Agreement, there are not any outstanding contractual obligations of FMCL to repurchase, redeem or otherwise acquire any shares of capital stock of FMCL

FINGERMOTION,, INC.
FINGER MOTION COMPANY LIMITED
SHARE EXCHANGE AGREEMENT
July 13, 2017

3.4 Authority; Execution and Delivery; Enforceability. FMCL has all requisite corporate power and authority to execute and deliver this Agreement and to consummate the Transactions. The execution and delivery by FMCL of this Agreement and the consummation by FMCL of the Transactions have been duly authorized and approved by the Board of Directors of FMCL and no other corporate proceedings on the part of FMCL are necessary to authorize this Agreement and the Transactions. When executed and delivered, this Agreement will be enforceable against FMCL in accordance with its terms., except as such enforcement is limited by general equitable principles, or by bankruptcy, insolvency and other similar laws affecting the enforcement of creditors' rights generally.

3.5 No Conflicts; Consents. The execution and delivery by FMCL of this Agreement does not, and the consummation of the Transactions and compliance with the terms hereof will not, conflict with, or result in any violation of or default (with or without notice or lapse of time, or both) under, or give rise to a right of termination, cancellation or acceleration of any obligation or to loss of a material benefit under, or result in the creation of any Lien upon any of the properties or assets of FMCL or any of its subsidiaries under, any provision of (i) the FMCL Charter, the FMCL Bylaws or the comparable charter or organizational documents of any of its subsidiaries, (ii) any material Contract to which FMCL or any of its subsidiaries is a party or by which any of their respective properties or assets is bound or (iii) any material judgment, order or decree or material Law applicable to FMCL or any of its subsidiaries or their respective properties or assets, other than, in the case of clauses (ii) and (iii) above, any such items that, individually or in the aggregate, have not had and would not reasonably be expected to have a FMCL Material Adverse Effect.

3.6 Compliance with Applicable Laws. Except for any required filings under applicable "Blue Sky" or state securities commissions, no Consent of, or registration, declaration or filing with, or permit from, any Governmental Entity is required to be obtained or made by or with respect to FMCL or any of its subsidiaries in connection with the execution, delivery and performance of this Agreement or the consummation of the Transactions. FMCL and each of its subsidiaries have conducted their business and operations in compliance with all applicable Laws, except for instances of noncompliance that, individually and in the aggregate, have not had and would not reasonably be expected to have a FMCL Material Adverse Effect.

3.7 Brokers. No broker, investment banker, financial advisor or other person is entitled to any broker's, finder's, financial advisor's or other similar fee or commission in connection with the Transactions based upon arrangements made by or on behalf of FMCL or any of its subsidiaries.

3.8 Investment Company. FMCL is not, and is not an affiliate of, and immediately following the Closing will not have become, an "investment company" within the meaning of the Investment Company Act of 1940, as amended.

3.9 Foreign Corrupt Practices. Neither FMCL, nor any of its subsidiaries, nor, to FMCL's knowledge, any director, officer, agent, employee or other person acting on behalf of FMCL or any of its subsidiaries has, in the course of its actions for, or on behalf of, FMCL (a) used any corporate funds for any unlawful contribution, gift, entertainment or other unlawful expenses relating to political activity; (b) made any direct or indirect unlawful payment to any foreign or domestic government official or employee from corporate funds; ; or (d) made any unlawful bribe, rebate, payoff, influence payment, kickback or other unlawful payment to any foreign or domestic government official or employee.

FINGERMOTION,, INC.
FINGER MOTION COMPANY LIMITED
SHARE EXCHANGE AGREEMENT
July 13, 2017

3.10. Disclosure. All disclosure provided to FNGR regarding FMCL, its business and the Transactions, furnished by or on behalf of FMCL (including FMCL's representations and warranties set forth in this Agreement) is true and correct and does not contain any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements made therein, in light of the circumstances under which they were made, not misleading.

3.11. No Additional Agreements. FMCL does not have any agreement or understanding with the Shareholder with respect to the Transactions other than as specified in this Agreement.

ARTICLE IV
Representations and Warranties of FNGR

FNGR represents and warrants as follows to the Shareholder and FMCL.

4.1. Organization, Standing and Power. FNGR is duly organized, validly existing and in good standing under the laws of the State of Wyoming and has full corporate power and authority and possesses all governmental franchises, licenses, permits, authorizations and approvals necessary to enable it to own, lease or otherwise hold its properties and assets and to conduct its businesses as presently conducted, other than such franchises, licenses, permits, authorizations and approvals the lack of which, individually or in the aggregate, has not had and would not reasonably be expected to have a material adverse effect on FNGR, a material adverse effect on the ability of FNGR to perform its obligations under this Agreement or on the ability of FNGR to consummate the Transactions (a "FNGR Material Adverse Effect"). FNGR is duly qualified to do business in each jurisdiction where the nature of its business or its ownership or leasing of its properties makes such qualification necessary and where the failure to so qualify would reasonably be expected to have a FNGR Material Adverse Effect. FNGR has delivered to FMCL true and complete copies of the FNGR Charter and the FNGR Bylaws, as amended through date of this Agreement..

4.2. Authority; Execution and Delivery; Enforceability. The execution and delivery by FNGR of this Agreement and the consummation by FNGR of the Transactions have been duly authorized and approved by the Board of Directors of FNGR and the holders of a majority of its capital stock and no other corporate proceedings on the part of FNGR are necessary to authorize this Agreement and the Transactions. This Agreement constitutes a legal, valid and binding obligation of FNGR, enforceable against FNGR in accordance with the terms hereof.

4.3. No Conflicts; Consents. The execution and delivery by FNGR of this Agreement does not, and the consummation of Transactions and compliance with the terms hereof will not, contravene, conflict with or result in any violation of or default (with or without notice or lapse of time, or both) under, or give rise to a right of termination, cancellation or acceleration of any obligation or to loss of a material benefit under, or to increased, additional, accelerated or guaranteed rights or entitlements of any person under, or result in the creation of any Lien upon any of the properties or assets of FNGR under, any provision of (i) the FNGR Charter or FNGR Bylaws, (ii) any material Contract to which FNGR is a party or by which any of its properties or assets is bound or (iii) subject to the filings and other matters referred to in Section 4.6(b), any material Order or material Law applicable to FNGR or its properties or assets, other than, in the case of clauses (ii) and (iii) above, any such items that, individually or in the aggregate, have not had and would not reasonably be expected to have a FNGR Material Adverse Effect.

FINGERMOTION,, INC.
FINGER MOTION COMPANY LIMITED
SHARE EXCHANGE AGREEMENT
July 13, 2017

4.4. Disclosure. All disclosure provided to the Shareholder regarding FNGR, its business and the Transactions, furnished by or on behalf of FNGR (including FNGR's representations and warranties set forth in this Agreement) is true and correct and does not contain any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements made therein, in light of the circumstances under which they were made, not misleading.

4.5. No Undisclosed Events, Liabilities, Developments or Circumstances. No event, liability, development or circumstance has occurred or exists, or is contemplated to occur with respect to FNGR, its subsidiaries or their respective businesses, properties, prospects, operations or financial condition, that would be required to be disclosed by FNGR under applicable securities laws on a registration statement on Form S-1 filed with the SEC relating to an issuance and sale by FNGR of its common stock and which has not been publicly announced.

4.6. No Additional Agreements. FNGR does not have any agreement or understanding with the Shareholder with respect to the Transactions other than as specified in this Agreement.

ARTICLE V
Conditions to Closing

5.1. FNGR Conditions Precedent. The obligations of the Shareholder and FMCL to enter into and complete the Closing are subject, at the option of the Shareholder and FMCL, to the fulfillment on or prior to the Closing Date of the following conditions, any one or more of which may be waived by FMCL and the Shareholder in writing.

(a) Representations and Covenants. The representations and warranties of FNGR contained in this Agreement shall be true in all material respects on and as of the Closing Date with the same force and effect as though made on and as of the Closing Date. FNGR shall have performed and complied in all material respects with all covenants and agreements required by this Agreement to be performed or complied with by FNGR on or prior to the Closing Date.

(b) Litigation. No action, suit or proceeding shall have been instituted before any court or governmental or regulatory body or instituted or threatened by any governmental or regulatory body to restrain, modify or prevent the carrying out of the Transactions or to seek damages or a discovery order in connection with such Transactions, or which has or may have, in the reasonable opinion of FMCL or the Shareholder, a materially adverse effect on the assets, properties, business, operations or condition (financial or otherwise) of FNGR.

(c) Consents. All material consents, waivers, approvals, authorizations or orders required to be obtained, and all filings required to be made, by FNGR for the authorization, execution and delivery of this Agreement and the consummation by it of the Transactions shall have been obtained and made by FNGR, except where the failure to receive such consents, waivers, approvals, authorizations or orders or to make such filings would not have a FNGR Material Adverse Effect.

(d) Satisfactory Completion of Due Diligence. FMCL and the Shareholder shall have completed their legal, accounting and business due diligence of FNGR and the results thereof shall be satisfactory to FMCL and the Shareholder in their sole and absolute discretion.

FINGERMOTION,, INC.
FINGER MOTION COMPANY LIMITED
SHARE EXCHANGE AGREEMENT
July 13, 2017

(e) Issuance of Shares. At or within five (5) business days following the Closing, FNGR shall deliver to the Shareholder a certificate representing the new shares of FNGR Stock issued to such Shareholder.

(f) Such other documents as FMCL may reasonably request for the purpose of facilitating the consummation of the Transactions.

5.2. FMCL and Shareholder Conditions Precedent. The obligations of FNGR to enter into and complete the Closing is subject, at the option of FNGR, to the fulfillment on or prior to the Closing Date of the following conditions, any one or more of which may be waived by FNGR in writing.

(a) Representations and Covenants. The representations and warranties of the Shareholder and FMCL contained in this Agreement shall be true in all material respects on and as of the Closing Date with the same force and effect as though made on and as of the Closing Date. The Shareholder and FMCL shall have performed and complied in all material respects with all covenants and agreements required by this Agreement to be performed or complied with by the Shareholder and FMCL on or prior to the Closing Date.

(b) Litigation. No action, suit or proceeding shall have been instituted before any court or governmental or regulatory body or instituted or threatened by any governmental or regulatory body to restrain, modify or prevent the carrying out of the Transactions or to seek damages or a discovery order in connection with such Transactions, or which has or may have, in the reasonable opinion of FNGR, a materially adverse effect on the assets, properties, business, operations or condition (financial or otherwise) of FMCL.

(c) Consents. All material consents, waivers, approvals, authorizations or orders required to be obtained, and all filings required to be made, by the Shareholder or FMCL for the authorization, execution and delivery of this Agreement and the consummation by them of the Transactions, shall have been obtained and made by the Shareholder or FMCL, except where the failure to receive such consents, waivers, approvals, authorizations or orders or to make such filings would not have an FMCL Material Adverse Effect.

(d) Satisfactory Completion of Due Diligence. FNGR shall have completed its legal, accounting and business due diligence of FMCL and the Shareholder and the results thereof shall be satisfactory to FNGR in its sole and absolute discretion.

(e) Share Transfer Documents. The Shareholder shall have delivered to FNGR the original certificate(s) representing its FMCL Stock, accompanied by a duly executed stock transfer power for transfer by the Shareholder of its FMCL Stock to FNGR.

ARTICLE VI Covenants

6.1. Blue Sky Laws. FNGR shall take any action (other than qualifying to do business in any jurisdiction in which it is not now so qualified) required to be taken under any applicable state securities laws in connection with the issuance of the FNGR Stock in connection with this Agreement.

6.2. Public Announcements. FNGR and FMCL will consult with each other before issuing, and provide each other the opportunity to review and comment upon, any press releases or other public statements with respect to this Agreement and the Transactions and shall not issue any such press release or make any such public statement prior to such consultation, except as may be required by applicable Law, court process or by obligations pursuant to any listing agreement with any national securities exchanges.

FINGERMOTION,, INC.
FINGER MOTION COMPANY LIMITED
SHARE EXCHANGE AGREEMENT
July 13, 2017

6.3. Fees and Expenses. All fees and expenses incurred in connection with this Agreement shall be paid by the Party incurring such fees or expenses, whether or not this Agreement is consummated.

6.4. Continued Efforts. Each Party shall use commercially reasonable efforts to (a) take all action reasonably necessary to consummate the Transactions, and (b) take such steps and do such acts as may be necessary to keep all of its representations and warranties true and correct as of the Closing Date with the same effect as if the same had been made, and this Agreement had been dated, as of the Closing Date.

ARTICLE VII

Miscellaneous

7.1. Notices. All notices, requests, claims, demands and other communications under this Agreement shall be in writing and shall be deemed given upon receipt by the Parties at the addresses set forth on the signature page hereof (or at such other address for a Party as shall be specified by like notice):

7.2. Amendments; Waivers; No Additional Consideration. No provision of this Agreement may be waived or amended except in a written instrument signed by FMCL, FNGR and the Shareholder.

7.5. Remedies. In addition to being entitled to exercise all rights provided herein or granted by law, including recovery of damages, the Shareholder, FNGR and FMCL will be entitled to specific performance under this Agreement. The Parties agree that monetary damages may not be adequate compensation for any loss incurred by reason of any breach of obligations described in the foregoing sentence and hereby agrees to waive in any action for specific performance of any such obligation the defense that a remedy at law would be adequate.

7.6. Severability. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule or Law, or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the Transactions is not affected in any manner materially adverse to any Party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner to the end that the Transactions are fulfilled to the extent possible.

7.7. Counterparts; Facsimile Execution. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the Parties and delivered to the other Parties. Facsimile execution and delivery of this Agreement is legal, valid and binding for all purposes.

7.8. Entire Agreement; Third Party Beneficiaries. This Agreement, together with the Rescission Agreement (a) constitutes the entire agreement and supersedes all prior agreements and understandings, both written and oral, among the Parties with respect to the Transactions and (b) are not intended to confer upon any person other than the Parties any rights or remedies.

FINGERMOTION,, INC.
FINGER MOTION COMPANY LIMITED
SHARE EXCHANGE AGREEMENT
July 13, 2017

7.9. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of California, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws thereof, except to the extent the laws of Delaware are mandatorily applicable to the Transactions.

[Signature Page Follows]

FINGERMOTION,, INC.
FINGER MOTION COMPANY LIMITED
SHARE EXCHANGE AGREEMENT
July 13, 2017

IN WITNESS WHEREOF, the parties hereto have caused this Share Exchange Agreement to be duly executed by their respective authorized signatories as of the date first indicated above.

FINGERMOTION, INC.

By: /s/ H'Sien Loong Wong
Name: H'Sien Loong Wong
Title:

FINGER MOTION COMPANY LIMITED

By: _____
Name:
Title: Director

SHAREHOLDER:

By: /s/ Cheong Chee Ming
Name: Cheong Chee Ming

By: /s/ Cheong Liong Foong
Name: Cheong Liong Foong

By: /s/ Liew Siew Chin
Name: Liew Siew Chin

[Signature Page to Share Exchange Agreement]

ANNEX A

Share Issuance Register

Name	Number of FMCL Shares	Number of FNGR Shares
Cheong Chee Ming	400	4,800,000
Cheong Liong Foong	300	3,600,000
Liew Siew Chin	300	3,600,000
TOTAL	1000	12,000,000

ANNEX B
Definitions

“Action” means any action, suit, inquiry, notice of violation, proceeding (including any partial proceeding such as a deposition) or investigation pending or threatened in writing before or by any court, arbitrator, governmental or administrative agency, regulatory authority (federal, state, county, local or foreign), stock market, stock exchange or trading facility.

“Code” means the Internal Revenue Code of 1986, as amended.

“Consent” means any material consent, approval, license, permit, order or authorization.

“Contract” means any contract, lease, license, indenture, note, bond, agreement, permit, concession, franchise or other instrument.

“Exchange Act” means the Securities Exchange Act of 1934, as amended.

“GAAP” means United States generally accepted accounting principles.

“Governmental Entity” means any federal, state, local or foreign government or any court of competent jurisdiction, administrative agency or commission or other governmental authority or instrumentality, domestic or foreign.

“Intellectual Property Right” means any patent, patent right, trademark, trademark right, trade name, trade name right, service mark, service mark right, copyright and other proprietary intellectual property right and computer program.

“Law” means any statute, law, ordinance, rule, regulation, order, writ, injunction, judgment, or decree.

“Lien” means any lien, security interest, pledge, equity and claim of any kind, voting trust, stockholder agreement and other encumbrance.

“FMCL Bylaws” means the Bylaws of FNGR, as amended to the date of this Agreement.

“FMCL Charter” means the Articles of Incorporation of FNGR, as amended to the date of this Agreement.

“SEC” means the Securities and Exchange Commission.

“Securities Act” means the Securities Act of 1933, as amended.

“Taxes” means all forms of taxation, whenever created or imposed, and whether of the United States or elsewhere, and whether imposed by a local, municipal, governmental, state, foreign, federal or other Governmental Entity, or in connection with any agreement with respect to Taxes, including all interest, penalties and additions imposed with respect to such amounts.

“Tax Return” means all federal, state, local, provincial and foreign Tax returns, declarations, statements, reports, schedules, forms and information returns and any amended Tax return relating to Taxes.

“Transaction Documents” means this Agreement and any other documents or agreements executed in connection with the Transactions.

“FNGR Bylaws” means the Bylaws of FNGR, as amended to the date of this Agreement.

“FNGR Charter” means the Articles of Incorporation of FNGR, as amended to the date of this Agreement.