

Worldbitsports BV Sale Terms

This agreement contains the terms and conditions under which Worldbitsports (WBS) Security Tokens are issued or sold and subsequently transferred to Purchaser.

1. INTERPRETATION

1. Unless explicitly stated otherwise, the following terms shall have the following meaning (and grammatical variations of such terms shall have corresponding meanings):
 1. Agreements mean this agreement and all attached appendixes, schedules and/or annexes;
 2. WBS Security Tokens means the Tokens to be issued by the Seller and each WBS Security Token represents a certified share in Worldbitsports BV (a depository receipt);
 3. Seller means Worldbitsports BV;
 4. Effective Date means the date and specific time the transfer of the WBS Security Token is registered in the blockchain;
 5. Party or Parties mean(s) each of Seller, Purchaser individually or collectively;
 6. Conditions Precedent means “opschortende voorwaarden” as defined by the Civil Code of the Netherlands;
 7. Purchaser means the entity that is acquiring WBS Security Tokens either by issue or sale;
 8. DApp means Decentralized Application. A DApp has its backend code running on a decentralized peer-to-peer network. It is in contrast with an app, where the backend code is running on centralized servers;
 9. Purchase Price means the amount in Euro’s, Bitcoins or Ethers as defined in clause 3.1 and provided on the purchase page of the DApp.
2. In this Agreement, clause headings are inserted for convenience purposes only. They shall not affect the construction or interpretation of this Agreement.
3. Where this Agreement uses the term “sale” or “sell” it shall also mean the issue of WBS Security Tokens by Worldbitsports BV where applicable.
4. In case of conflict between or inconsistency of the provisions of the actual agreement and the contents of the schedules and/or annexes, the provisions of the actual agreement shall prevail.
5. The English language used in this Agreement intends to describe Dutch legal concepts only and the consequences of the use of this language in English law or any other law shall be disregarded. In case of conflict between Dutch legal concepts mentioned between brackets and/or in italics in this Agreement and the English translation thereof as used in this Agreement, the Dutch text, and its meaning thereof under Dutch law, will prevail.

2. INITIAL PROVISIONS

1. In order to be eligible to become Party to this Agreement, a potential Token Holder must not be (the “Non-Supported Person”):

1. a citizen, resident of the USA or any entity organized under the laws of the USA, unless this citizen, resident of the USA or any entity is an accredited investor as proven to and accepted by the Seller. The decision to allow this citizen, resident of the USA or any entity as an accredited investor to acquire Worldbitsports BV Tokens is solely made by the Seller. This decision is final and is not susceptible for appeal to a court or other institution;
2. a citizen or resident of a country, whose legislation conflicts with or deems forbidden acquiring or holding Worldbitsports BV Tokens;
3. a citizen, resident or any other entity of any country or region that is subject to any sovereign country sanctions or embargoes, in particular imposed by the Netherlands, EU or any of the EFTA countries;
4. a representative of persons or entities listed above.

3. SALE OF SHARES

1. Subject to the terms and conditions of this Agreement, Seller hereby sells and agrees to transfer to Purchaser and Purchaser hereby purchases and agrees to accept from Seller the amount of WBS Security Tokens.
2. The terms and conditions of the Seller as attached to this Agreement shall apply and are explicitly accepted by Purchaser. Purchaser acknowledges and hereby confirms that these terms and conditions are attached to this agreement.
3. The WBS Security Tokens shall be for the risk and account of Purchaser as per the Effective Date.
4. The WBS Security Tokens shall have dividend and voting rights as per the Effective Date.
5. Delivery of the WBS Security Tokens to Purchaser shall be effectuated by crediting to the unique deposit Ethereum address of Purchaser.

4. PURCHASE PRICE

1. The purchase price for the WBS Security Tokens payable by Purchaser to Seller is the Purchase Price as provided on the purchase page of the DApp (the "Purchase Price").
2. The Purchase Price shall be payable in Euro's, Bitcoins or Ethers.

5. CONDITIONS PRECEDENT

1. The sale and transfer of the Shares contemplated in clause 2 is subject to successful payment of the Purchase Price in full.

6. REPRESENTATIONS

1. The Purchaser understands that there is no guarantee that WBS Security Tokens can ultimately be (re)sold for any specific price per WBS Security Token, or at all.
2. The Purchaser acknowledges that Purchaser has such knowledge and experience in technical and business matters (including those that relate to the services and products), cryptographic tokens, token storage mechanisms (such as token wallets), blockchain technology to evaluate the merits and risks of entering into this Agreement and of purchasing and taking delivery of WBS Security Tokens.

3. Purchaser represents and covenants that it has required adequate information on which to base its decision to purchase and take delivery of WBS Security Tokens and the terms and conditions of this Agreement.

7. INDEMNITY

1. To the fullest extent permitted by applicable law, Purchaser will indemnify, defend and hold harmless the Seller and the respective past, present and future employees, officers, directors, contractors, consultants, equity holders, suppliers, vendors, service providers, parent companies, subsidiaries, affiliates, agents, representatives, predecessors, successors and assigns, including any such other entities or parties involved or connected with the execution of the Agreement from and against all claims, demands, actions, damages, losses, loss of profit, costs and expenses (including attorneys' fees) that arise from or relate to:
 1. the entering into this Agreement and any agreement resulting thereof or the execution thereof, the Purchase and acceptance of delivery of WBS Security Tokens,
 2. the Seller's responsibilities or obligations under this Agreement,
 3. the Seller's violation of this agreement, or
 4. the Seller's violation of any applicable laws or regulations or the rights of any other person or entity.
2. Seller is not a bank. If Purchaser loses possession or control over his token wallet or private key to access his wallet, this is for his own risk. If the WBS Security Tokens are lost or Purchaser cannot access his wallet, Purchaser shall not be able to exercise its right as depository receipt holder (WBS Security Token holder). Seller is in no event liable for unauthorized use of/or access to the Purchaser's wallet.
3. The Seller reserves the right to exercise sole control over the defense, at Purchaser's expense, of any claim subject to indemnification. This indemnity is in addition to, and not in lieu of, any other indemnities set forth in a written agreement between the Purchaser and the Seller.
4. The Seller and its representatives as mentioned under clause 6.1 shall not be liable to Purchaser for the sale of any WBS Security Token. Purchaser acknowledges that the past performance does not provide any guarantee for the future nor do the WBS Security Tokens represent any guarantee for profit or what so ever.
5. Each of the Parties hereby further waives, and each of the Parties accepts the same for the other Parties, the applicability of title 1 of Book 7 of the Dutch Civil Code.
6. Notwithstanding section 6 of this Agreement, the Seller's liability shall in no event be more than the repayment of the Purchase Price.

8. RIGHTS AND DIVIDEND

1. Purchaser shall have voting rights and rights to dividend connected to the holding of the WBS Security Tokens in Worldbitsports B.V. if the following conditions are met:
 1. Purchaser shall follow identification procedures set out and stipulated by the Stichting Administratie Kantoor Worldbitsport; and

2. The transaction (Purchase and transfer of WBS Security Token(s) is acknowledged by Stichting Administratie Kantoor Worldbitsport in accordance with Dutch law.
2. Voting rights and rights to dividend can be exercised by the smart contract via the wallet of Purchaser at the address dapp.worldbitsports.investments.
3. Dividend shall be payable in Euro's, Tokens, Bitcoins or Ethers, whichever the board of Worldbitsports BV decides.

9. DILUTION AND TRADE

1. Purchaser is aware and accepts that Worldbitsports BV has the right to dilution of the Share Capital in Worldbitsports BV. Worldbitsports BV is authorized to sell and transfer all of the shares it owns in the Share Capital of Worldbitsports BV to a purchaser in accordance with the articles of association of Worldbitsports BV and the conditions of registration of Worldbitsports BV. In such event the holders of the depository receipts (WBS Security Token) are entitled to the proceeds received by Worldbitsports BV in their relevant proportion to their share in the share capital of Worldbitsports BV.
2. WBS Security Tokens can only be transferred via dapp.worldbitsports.investments and the platforms approved by the board of Worldbitsports BV.

10. PRIVACY

1. Purchaser is aware and accepts that his or her Ethereum address (unique deposit address used for the Purchase) shall be publicly distributed on the blockchain as this is inherent to the technology under which the transaction is to be conducted.
2. Your personal data is processed in accordance with our privacy policy as published on the main website of Worldbitsports BV.

11. VALUATION PRICE

1. Valuation of Ethers and Bitcoins shall be in Euro's and the equivalent of Ethers and Bitcoins according to applicable exchange rates published on www.cryptocompare.com as of the time the unique deposit address receives Ethers or Bitcoins.

12. DISSOLUTION AND ANNULMENT

1. Each of the Parties hereby waives the right, and each of the Parties accepts the same, to cancel (opzeggen), to dissolve or bring an action to dissolve this Agreement (ontbinding) and/or to annul or bring an action to annul this Agreement (vernietiging) or alter the nature of this Agreement on the basis of unforeseen circumstances (onvoorziene omstandigheden) or suspend (opschorten) any of the obligations assumed hereunder as from the moment of its execution and full receipt of the Purchase Price by Seller.

13. IDENTITY OF Worldbitsports BV

1. Worldbitsports BV is the company that is issuing the shares called WBS Security Tokens for and on behalf of Stichting Administratiekantoor Worldbitsports. The administration of the WBS Security Tokens is managed by a specialized administrative department of Worldbitsports BV, i.e. Stichting Administratiekantoor Worldbitsports. This entity, has only the task

to manage the shares of Worldbitsports BV in accordance with the terms and conditions of administration.

Worldbitsports BV

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<https://worldbitsports.io/>

Chamber of Commerce: 75036770

Bank name: Handelsbank

IBAN: E34 7001 1110 6057 6354 85

BIC: DEKTDE7GXXX

VAT Number: NL8601.17.030.B.01

14. GOVERNING LAW AND JURISDICTION

1. This Agreement shall be exclusively governed by law of The Netherlands. The CISG shall not apply.
2. All disputes arising out of or in connection with this Agreement or further agreements resulting thereof, including any disputes in connection to the WBS Security Token, Worldbitsports BV, Stichting Administratiekantoor Worldbitsports and its board or board members shall be settled by arbitration in accordance with the arbitration rules adopted by the Seller which are applicable at the time of and request for arbitration. The arbitration shall be governed under Dutch law. The proceedings will be conducted in English in The Hague, The Netherlands.
3. To the extent permitted by Dutch law, all injunctions, provisional measures and requests for the preliminary hearing of witnesses shall be submitted to the exclusive jurisdiction of the District Court of the Hague.