

World Phygital Community Limited

Regulations on Membership

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Hong Kong

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OVERVIEW

The purpose of these Regulations on Membership (the “**Regulations**”) is to clearly establish the requirements and process for obtaining membership in World Phygital Community Limited (“**WPC**”), as well as the obligations and duties that members of WPC must adhere to.

Article 1. DEFINITIONS

1.1. The words and phrases used in these Regulations that are defined terms (denoted by initial capital letters) shall have the meanings specified in the Articles of Association, By-Laws, and other governing rules of WPC, and (in respect of the following words and phrases) the following meanings:

Applicant	Any association, organization, institution, partnership, sole proprietorship, society, club, university, college, schools, entity, governmental or regulatory body, agency, division or other bodies desiring to admit as an Associate Member.
Application Documents	The document package required for the evaluation and consideration of an Applicant’s application for Associate Membership within WPC.
Board	The directors acting as authorized by the Articles of Association, By-Laws, and other governing rules of WPC in managing or supervising the management of the affairs of WPC and exercising the powers of WPC.
Committee	The Committee on the Admission of New Members of WPC.
Entrance Fee	An entrance membership fee required for payment in one installment from the Applicant to complete the procedure for obtaining the Associate Membership within WPC.
General Meeting	A general meeting of Members held in accordance with the Articles of Association of WPC.
Growth Objectives	Certain objectives determined by the Board to promote, develop, and promote interest in Phygital Sports and Phygital Disciplines, and to support other values and goals of WPC.
Member	A person who has been granted membership in WPC by the Committee, based on the criteria outlined below, or persons listed in the Register of Members, who have been admitted as Members in compliance with the Articles of Association, By-Laws, and other governing rules of WPC, and have not terminated their membership.
Membership Application	An application form for Associate Membership (as amended and supplemented from time to time) prescribed by the Board, that an Applicant shall complete in accordance with article 6.3.3(a).
Membership Fee Payment Agreement	A formal contract, being a substantial part of the Application Documents, to be concluded between WPC and the Applicant that outlines the terms and conditions regarding payment of the membership fees.

New Entity A legal entity established through the internal restructuring of the Member in accordance with article 4.2.1.

Questionnaire A questionnaire form prescribed for Associate Membership (as amended and supplemented from time to time) by the Board that an Applicant shall complete in accordance with article 6.3.3(b)(i).

Phyigital Discipline A type of competition using technology (technological devices) and/or digital environment as well as physical activity, which may consist of one or more disciplines united by common scoring.

Phyigital Disciplines are divided into Ranking and Non-Ranking categories. The distinctions are outlined in the table below. Ranking disciplines are regulated in accordance with the Rules of Phyigital Sports disciplines and the Regulations on the ranking system in Phyigital Sports. This is obligatory discipline.

Ranking	Non-Ranking
Phyigital Football Phyigital Basketball Phyigital Shooter Phyigital Dancing	Phyigital Hockey Phyigital Fighting Phyigital Racing Phyigital BMX Phyigital Skateboarding Phyigital Cycling

Phyigital Disciplines listed in the table are not final, as the field of Phyigital Sports is constantly evolving. New Phyigital Disciplines will keep being introduced and gaining recognition over time.

Phyigital Sports A complex competitive activity based on the integration of functional and digital segments, which are implemented either in stages during the competitive process within the framework of one competitive action, united by a combined result or score.

Phyigital Sports involves all Phyigital Disciplines.

WPC will additionally inform about which Phyigital Disciplines are included in the rankings systems.

Ranking Phyigital Discipline A Phyigital Discipline that is governed by the Rules of Phyigital Sports disciplines and the Regulations on the ranking system in Phyigital Sports shall be deemed mandatory for popularization, promotion, hosting, and development by the Member.

Voting Member Each of the Founder Members or each of the Full Members is entitled to receive notice of, attend, speak, and vote at a General Meeting.

1.2. Unless otherwise specified, words importing the singular include the plural, words importing any gender include every gender, and words importing persons include bodies corporate and unincorporated; and (in each case) vice versa.

1.3. The headings in these Regulations do not affect its interpretation.

Article 2. SCOPE OF APPLICABILITY

- 2.1. These Regulations aim to formalize the relationship between WPC and the Members by outlining procedures and specific requirements for:
- admission of new Members to WPC;
 - upgrade of membership class and assign Phygital Disciplines;
 - rights and obligations of membership;
 - membership criteria;
 - transfer of membership;
 - termination of membership;
 - participation in the General Meetings and voting rights;
 - reinstating expelled Members;
 - resolution of Member-related disputes;
 - Member's liability for breach of these Regulations;
 - Membership Fee.
- 2.2. These Regulations shall apply to:
- Applicants;
 - Members; and
 - WPC.
- 2.3. The Regulations do not cover all corporate matters within WPC. Other corporate issues, including those related to participation in WPC's governing bodies, are governed by the Articles of Association of WPC.
- 2.4. The responsibilities outlined in these Regulations are not exhaustive and may be further defined in the Articles of Association and other governing rules of WPC for all the Members or specific Member categories.

Article 3. MEMBERSHIP

- 3.1. Any association, organization, institution, partnership, sole proprietorship, society, club, university, college, schools, entity, governmental or regulatory body, agency, division, or other bodies may be a Member, provided that they meet the requirements outlined in article 3.2.
- 3.2. The Member shall be responsible for the development of Phygital Sports and/or one (several) of Phygital Disciplines, meeting all the criteria established by the Articles of Association, these Regulations, or other By-Laws of WPC, and accepting the following obligations:
- 3.2.1. to share the goals and objectives of WPC;
 - 3.2.2. to conduct itself in a manner that reflects positively on WPC and to refrain from engaging in any activities or behaviors that could harm or tarnish WPC's image or standing in the community;
 - 3.2.3. to promote WPC's initiatives and the advancement of Phygital Sports, and to actively engage in all areas of WPC's activities on a voluntary basis;
 - 3.2.4. to comply with the Articles of Association, these Regulations, or other By-Laws of WPC;
 - 3.2.5. to pay the Membership Fees on time and in full.
- 3.3. Membership in WPC is voluntary, and there is no limit on the number of Members unless specified otherwise in the Articles of Association of WPC.

3.4. WPC has the right to maintain a Register of Members for registration purposes.

Article 4. TRANSFER OF MEMBERSHIP

4.1. The transfer of the membership to any third party is strictly prohibited unless explicitly permitted by the Articles of Association of WPC or through internal restructuring of the Member as specified in article 4.2.

4.2. Member's restructure:

4.2.1. If a Member intends to undergo an internal restructure or any reorganization resulting in the transfer of operations to a New Entity, the Member shall submit a formal request to the Committee seeking approval for the transfer of membership to the New Entity.

4.2.2. The Member may be required to provide supporting documents such as legal documents establishing the New Entity, details of the reorganization or internal restructuring, and any other relevant information requested by the Committee.

4.2.3. The Committee will review the application and supporting documents to assess the eligibility of the New Entity within one (1) month from the date of the request's receipt.

4.2.4. The Committee reserves the right to approve or reject such application at its sole discretion, imposing terms and conditions as deemed necessary.

4.2.5. If approved, the Committee shall notify the Member of the outcome and communicate the terms and conditions of the membership transfer.

4.3. Transfer of rankings:

4.3.1. The transfer of rankings shall not constitute a transfer of membership. Rankings assigned to a Member may be transferred to a third party under certain conditions, subject to approval by the Committee. Any transfer of rankings to a third party shall comply with the eligibility criteria and additional requirements determined by the Committee.

4.3.2. The Member wishing to transfer their rankings to a third party shall submit a formal request to the Committee. The request should include details of the third party who will receive the assigned rankings.

4.3.3. Upon receiving a transfer request, the Committee shall conduct a thorough review of this request within one (1) month from the date of its receipt.

4.3.4. The Committee shall verify the rankings of the Member seeking to transfer them and ensure they are in good standing. This information will be used to update the records and facilitate the transfer process.

4.3.5. Upon review of the transfer request, the Committee will approve it if all conditions are met, notifying both the current Member and the third party involved.

4.3.6. The third party seeking entry into WPC shall submit an application following the standard procedures for obtaining Associate membership in accordance with articles 6.3.2. - 6.3.15. The Committee may simplify this process on a case-by-case basis.

4.3.7. Once the transfer is approved, the Committee will update the records to reflect the transfer of rankings from the current Member to the third party, leading to the exit of the current Member from WPC. This includes updating the ranking database and notifying relevant parties.

- 4.3.8. The Committee will provide written confirmation of the third party's entry into WPC and the current Member's exit from WPC, detailing the transferred rankings and other pertinent information.

Article 5. CLASSES OF MEMBERSHIP IN WPC

- 5.1. The classes of membership are established by the Articles of Association of WPC and provide for the following classes:
 - 5.1.1. Founder Member;
 - 5.1.2. Full Member; and
 - 5.1.3. Associate Member.
- 5.2. In addition to the above classes of membership, the Board, in the manner and subject to the conditions provided for by the Articles of Association of WPC, has the right to create additional classes of membership.

Article 6. ADMISSION AS A MEMBER

- 6.1. Application process to be admitted as a Founder Member:
 - 6.1.1. No person shall be accepted as a Founder Member, except for the admission of an Alternate Founder Member or otherwise determined by the Board.
 - 6.1.2. An Alternate Founder Member may be appointed by the Founder Member by notice in writing to WPC and thereafter may be replaced from time to time by such other entity as determined by the Founder Member giving notice in writing to WPC.
 - 6.1.3. The Alternate Founder Member shall automatically be admitted as a Founder Member (without any resolution, action, or approval by WPC, the Members, or directors) and may exercise all the rights and powers of the Founder Member if the Founder Member either:
 - (a) withdraws as a Member;
 - (b) becomes insolvent, or it is declared bankrupt, or it is placed into receivership, administration, or liquidation, or a petition has been presented for its winding up, or it enters into any arrangement or composition for the benefit of its creditors, or it is unable to pay its debts as they fall due and any required repayment of funds would be in accordance with and pursuant to any dissolution or liquidation proceeding; or
 - (c) otherwise is no longer a Member.
 - 6.1.4. Without unanimous approval from the existing Founder Members, no person may be accepted as a Founder Member, except as outlined in article 6.1.3.
- 6.2. Application process to be admitted as a Full Member:
 - 6.2.1. No person shall be accepted as a Full Member, except for the admission of an Associate Member as specified in articles 6.2.2-6.2.8.
 - 6.2.2. To be eligible for Full Membership, an Associate Member shall take part in a minimum of one Ranking Phygital Discipline and compete in at least one national ranking tournament during the tournament season (e.g. 2024-2025 season). The Committee, at its sole discretion, can consider the ranking tournaments conducted by an Associate Member before their admission in WPC as adequate grounds for admission as a Full Member.

- 6.2.3. If an Associate Member believes they have met the criteria in accordance with article 6.2.2, they may apply for a higher level of membership in writing, following the procedure determined and approved by the Board.
- 6.2.4. The Committee will review each application once the official ranking system, determined by the results of the tournament season (e.g. 2024-2025 season), has been released. The Committee will access each application following its receipt only after when the WPC ranking system is officially published based on results for the tournament season (e.g. 2024-2025 season).
- 6.2.5. When evaluating the application, the Committee will consider whether approving the application and granting Full Membership is in the best interests of WPC and whether the relevant criteria have been met. The Committee reserves the right to accept or reject the application at its sole discretion, without providing reasons for its decision.
- 6.2.6. If the Committee rejects the application, it will be brought before the Members at the next General Meeting for consideration. Approval of the application requires a two-thirds majority vote of the Members entitled to vote at a General Meeting.
- 6.2.7. If the application is not accepted at the General Meeting, such Associate Member may not reapply for three (3) months from the date of the decision.
- 6.2.8. Upon approval of the application, the Associate Member's status will be terminated, and they will be admitted as a Full Member.

6.3. Application process to be admitted as an Associate Member:

- 6.3.1. A person can attain Associate Membership through either:
 - (a) by submitting a Membership Application in accordance with articles 6.3.2 - 6.3.15; or
 - (b) by being re-designated from a Full Member to an Associate Member in accordance with articles 6.3.16 - 6.3.20.

Submitting a Membership Application

- 6.3.2. The Applicant can initially seek membership in WPC as an Associate Member unless otherwise decided by the Committee or the Board as outlined in article 6.3.14.
- 6.3.3. An Applicant requires submission of the following Application Documents:
 - (a) Membership Application duly completed and signed by the duly authorized signatory of the Applicant in accordance with the resolution of its members referred to in article 6.3.3(b)(ii);
 - (b) supporting documents:
 - i. Questionnaire duly completed and signed by the duly authorized signatory of the Applicant in accordance with the resolution of its members referred to in article 6.3.3(b)(ii);
 - ii. original/certified true copy of:
 - the latest version of the statutes, memorandum, and articles of association, or its equivalent;

- the Certificate of Incumbency (not more than three (3) months old); the Certificate of Registered Address (not more than three (3) months old); the Certificate of Registered Directors/Secretary (not more than three (3) months old); the Certificate of Registered Shareholders (not more than three (3) months old), or its equivalents in accordance with the Applicant’s legislation;
 - the corporate resolution of the Applicant’s members that approves the Applicant’s intention to become a Member and designates the authorized person to sign and complete the Membership Application along with all required supporting documents, and to submit the Application Documents; and
- iii. any other documents or information requested by WPC in the Questionnaire.

Certified means certified by an embassy/consulate, notary, trade registry, court of competent jurisdiction, or any other authority empowered to certify documents as recognized by WPC and according to the specific rules applicable in the jurisdiction of the Applicant’s residence. The stamp of the certifying institution must be clearly affixed to each copy of the documents.

Translation – Legal documents listed in article 6.3.3(b)(ii) shall be primarily submitted in English. However, they may also be provided in any previously agreed-upon languages, including French, Spanish, Portuguese, Italian. There is no requirement for additional translation of these documents into English. If there are any questions about a specific document, the legal team may request a certified translation into English or ask for documents in a format developed by the legal team.

- 6.3.4. The Applicant shall indicate the Ranking Phygital Discipline in the Questionnaire they intend to develop in their country. Failure to provide this information will result in the rejection of the application for membership in WPC.
- 6.3.5. The Applicant shall submit the Application Documents for review of the Committee to email: join@worldphygital.org and send its originals by courier to the address of WPC: **RM 1201, 12th Floor Dominion Centre, 43-59 Queen’s Road East, Wanchai, Hong Kong.**
- 6.3.6. Upon receipt of the Application Documents, the Committee shall conduct a thorough review of the Application Documents within three (3) months.
- 6.3.7. If the Application Documents meet the membership admission criteria and the Committee approves the Applicant’s application for membership in WPC, the Applicant will receive a confirmation letter via email. This letter will outline the conditions for completing the membership admission process, specifically the payment of the Entrance Fee, as well as information regarding the associated benefits and responsibilities. For clarity, the confirmation letter, whether executed with original, facsimile, or electronic signatures delivered via email, shall be considered to have the same legal effect as an original signed copy.
- 6.3.8. The Applicant will be granted Associate Membership status upon payment of the Entrance Fee in a single installment by the date specified in the confirmation letter or as specified in the Membership Fee Payment Agreement (the Membership Fee Payment Agreement will be signed if required by the Applicant’s legislation or banking institutions for processing the payment), but not later than three (3) months from the date of receipt of the confirmation letter. The Entrance Fee is a prerequisite for obtaining Associate Membership status.

6.3.9. The amount of the Entrance Fee is as follows:

Associate Member:	100 USD
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6.3.10. The Entrance Fee shall be credited in full amount to WPC's designated bank account. Any commissions and other charges related to bank transfers and currency conversion are to be paid separately by the Applicant. These costs are to be added in excess of the Entrance Fee amount.

6.3.11. The Applicant is deemed to have fulfilled their obligation to pay the Entrance Fee once the total amount of the Entrance Fee, as outlined in article 6.3.9, is credited to WPC's designated bank account:

Bank:	BANK OF CHINA (HONG KONG) LIMITED FLOOR 14, FLOOR 19, BANK OF CHINA TOWER 1 GARDEN ROAD WEST KOWLOON, HK
BENEFICIARY BANK SWIFT:	BKCHHKHHXXX
IBAN number:	01291620492520
BENEFICIARY: (address, city, country)	World Phygital Community Limited RM 1201, 12th Floor Dominion Centre, 43-59 Queen's Road East, Wanchai, Hong Kong

6.3.12. Failure to pay the Entrance Fee within the timeframe result in the application being deemed void, and the Member will be considered not accepted based on the decision of the Board or the Committee. For inquiries or assistance with the payment process, please reach out to finance@worldphygital.org.

6.3.13. The Member agrees and acknowledges that the Entrance Fee and Membership Fee are non-refundable in case of the termination of membership regardless of the reason.

6.3.14. If the Board or the Committee determines that the Applicant is eligible for a different membership status other than Associate Membership, the Applicant shall make an additional payment within ten (10) business days from the date of such decision to reach the specified Entrance Fees:

Full Member:	500 USD
Founder Member:	10'000 USD

6.3.15. The Applicant may reapply for membership in WPC after the conclusion of the current tournament season or upon receiving written notification from WPC, but they must submit a new application and comply with any updated requirements or fees that may be in effect at the time of reapplication. Additionally, the Committee reserves the right to review and reassess the application based on any changes in the Applicant's status or qualifications since the initial submission.

Re-designation from a Full Member to an Associate Member

6.3.16. A Full Member who fails to fulfill the obligations set out in decisions and/or other acts of WPC's governing bodies, including, but not limited to, these Regulations shall, in the absence of an explanation satisfactory to the Board upon being so requested, on receipt of notice from the Board, be deprived of status as a Full Member and reduced to status as an Associate Member (with only the rights available to such Member) at such time and on such terms as the Committee shall determine. Upon such notice from the Committee, such Full Member's membership as a Full Member shall terminate and such Member shall be admitted as an Associate Member.

- 6.3.17. Subject to article 6.3.16., this provision shall be enforced if a Full Member does not hold Phygital Sports competitions at the national level as required by these Regulations.
- 6.3.18. Failure to comply with the obligations set forth in decisions and/or other acts of WPC's governing bodies, including these Regulations, may result in demotion to Associate Membership upon notice from the Committee if a satisfactory explanation is not provided.
- 6.3.19. If the Committee notifies a Full Member of termination, their membership will be downgraded to Associate Membership with corresponding rights.
- 6.3.20. A Full Member affected by article 6.3.16. may request reinstatement to their former membership level by following the process established by the Committee. The Committee will decide on reinstatement based on their set criteria and timeline.

Article 7. RIGHTS OF MEMBERS

- 7.1. The rights of the Members shall include, but not be limited to, the following:
 - 7.1.1. to participate in the work of WPC's governing bodies as outlined in the Articles of Association of WPC;
 - 7.1.2. to access information and documents related to the WPC's activities and decisions, subject to any confidentiality requirements;
 - 7.1.3. to receive updates and communications from WPC regarding its activities, events, and initiatives;
 - 7.1.4. to participate in sporting events and competitions organized or sanctioned by WPC, including sending delegations and athletes, subject to compliance with relevant rules and WPC's regulations;
 - 7.1.5. to propose initiatives, projects, or amendments to the governing documents of WPC for consideration by the Board or the General Meeting;
 - 7.1.6. to engage in the development and implementation of the WPC's projects and programs;
 - 7.1.7. to utilize scientific, informational, methodological, and other developments of WPC without the right to reproduce or implement them without authorization;
 - 7.1.8. to seek assistance, guidance, or support from WPC in matters related to Phygital Sports development, training, or participation;
 - 7.1.9. to exercise their rights directly or through authorized representatives as per the Articles of Association of WPC;
 - 7.1.10. to seek sponsorship and other revenue independently for hosting, promoting, and conducting local Phygital Sports events (excluding WPC's qualifiers), provided that all proceeds generated from these efforts belong entirely to the organizing Member;
 - 7.1.11. to propose international competitions in Phygital Sports under WPC's auspices, including the "Games of the Future", in collaboration with relevant authorities;
 - 7.1.12. to organize national championships in Phygital Sports and competitions under WPC's umbrella at various levels;
 - 7.1.13. to develop and maintain Phygital Sports in sustainable and inclusive manner, leading to increased participation, improved performance, and a more cohesive community within the sports realm;

- 7.1.14. to hold ranking in-country regional and national tournaments as per the requirements of WPC;
 - 7.1.15. to receive information about the WPC's requirements and receive clarifications/consulting from WPC on requirements and rules;
 - 7.1.16. to apply to the Committee for any dispute about its membership;
 - 7.1.17. to conduct ranking sports competitions according to the governing rules of WPC, assigning ranking points to participants for future sports events under WPC's jurisdiction;
 - 7.1.18. to use WPC's symbols in compliance with the relevant rules and WPC's regulations;
 - 7.1.19. to withdraw from membership of WPC by following the procedures outlined in the Articles of Association of WPC and these Regulations;
 - 7.1.20. to appeal WPC's decisions or actions through established grievance procedures;
 - 7.1.21. to exercise any additional rights may be determined by the Board or General Meeting from time to time.
- 7.2. The Founder Members have the privileged right to select any Phygital Discipline they wish to pursue, allowing them to align their vision with their skills and market demands.
- 7.3. All the Members, except for Associate Members, are entitled to receive notification of the General Meeting, attend the General Meeting, and cast votes.
- 7.4. The rights of Members outlined in these Regulations are not exhaustive; these rights are further governed by the Articles of Association of WPC and may be supplemented in other regulatory documents of WPC for all the Members or specific classes of Members.

Article 8. OBLIGATIONS OF MEMBERS

8.1. The obligations of the Members shall include, but not be limited to, the following:

8.1.1. General obligations:

- (a) to comply with the Articles of Association, these Regulations, and other By-Laws of WPC;
- (b) to accept and comply with the Terms of Use of WPC, which outline expected standards of conduct and responsibilities within the Phygital Sports community;
- (c) to support the statutory goals of WPC, promote the development of Phygital Sports, and encourage its popularity among diverse populations worldwide;
- (d) to allow and enforce the provisions, rules, regulations, and instructions governing Phygital Sports in national and international competitions as approved by WPC;
- (e) to provide necessary information to address WPC-related issues upon request;
- (f) to implement decisions made by WPC's governing bodies;
- (g) to participate in the execution of decisions made by WPC's governing bodies;
- (h) to pay annually the membership fees on time and in full as established by WPC in the following amount for different membership classes:

Associate Member:	100 USD
Full Member:	500 USD
Founder Member:	10'000 USD

- (i) to enhance the reputation of WPC and Phygital Sports, avoid actions that discredit WPC, and adhere to sports ethics as outlined in the Code of Ethics of WPC;
- (j) to refrain from actions or inactions that may harm WPC or its Members;
- (k) to avoid actions or inactions that significantly hinder or prevent the achievement of WPC's goals;
- (l) to submit an annual report to WPC detailing activities undertaken for the advancement of Phygital Sports at the national level within the specified format and timeframe approved by the Board;
- (m) to develop Phygital Sports in a sustainable and inclusive manner, leading to increased participation, improved performance, and a more cohesive community within the sports realm;
- (n) to hold ranking intra-country regional and national tournaments as per the requirements of WPC;
- (o) to conduct ranking sports competitions according to the regulations on the ranking system in Phygital Sports, awarding participants ranking points for upcoming future sporting events within WPC's jurisdiction;
- (p) to provide WPC with information about the intra-country regional and national tournaments as per these Regulations and the regulations on the ranking system in Phygital Sports;
- (q) to provide WPC with the updated contact details of the representative of WPC authorized to communicate regarding WPC's membership and tournaments;

8.1.2. Responsibilities for organizing sporting events:

- (a) to conduct national ranking tournaments in at least one Ranking Phygital Discipline within each tournament season (e.g. 2024-2025 season);
- (b) to adhere to the licensing policies and practices concerning the organization of local tournaments, as specified by WPC (incl. the utilization of the brand, media assets, etc.);
- (c) to qualify club teams and event winners for sports competitions such as the "Phygital Games";
- (d) to ensure adherence to WPC's ranking system for sports competitions at all events;
- (e) to coordinate with video game developers involved in events to comply with their rules and regulations and prevent license violations;
- (f) to follow the rules of Phygital Sports and Phygital Disciplines endorsed by WPC, as well as technical guidelines for event organization and other relevant WPC's documents;
- (g) to utilize WPC's technological platform for participant registration, data management, result tracking, and other necessary functionalities during the events;

- (h) to ensure the presence of Phygital Sports judges according to WPC's standards for refereeing at the events;
- (i) to adhere to WPC's guidelines for proposing international Phygital Sports competitions, including the "Games of the Future", and liaise with host authorities as necessary;
- (j) to implement medical monitoring for athletes participating in Phygital Sports competitions either internally or through an authorized external body;
- (k) to verify that athletes are physically prepared for elite-level competition during Phygital Sports events;

8.1.3. Responsibilities for establishing eligibility criteria for sporting events:

- (a) to comply with and implement minimum recommended requirements for participants in competitions held by the Members as outlined in the WPC's regulations, including criteria such as age (16+), minimum number of participants (at least 16), and experience in Phygital Sports or related sports segments.

The final decision made by the Committee on team participation in sports competitions such as "Phygital Games" and the international sports competition "Games of the Future" rests with WPC, based on participants' existing ranking points and professional sports level, including experience of participation in Phygital Sports competitions and/or a related sports segment (functional or phygital);

- (b) to ensure that sporting events held by the Members are open to representatives from any country without restrictions;

8.1.4. Responsibilities for compliance with venue requirements for sporting events:

- (a) to utilize sports facilities and venues that meet WPC's regulatory standards when hosting Phygital Sportss events, including national championship competitions;
- (b) to adhere to mandatory minimum standards and key performance indicators set by WPC to ensure the safety of individuals involved in athletics during the events;

8.1.5. Communication and public relations responsibilities:

- (a) to comply with the sports ranking system established by WPC;
- (b) to grant permission for the use of their names, images, and other relevant details to be utilized in promotional materials, thereby supporting the visibility and engagement of the community. This includes social media posts, newsletters, website features, and press releases;

8.1.6. Responsibilities for compliance with media and commercial rights:

- (a) to ensure comprehensive coverage of events organized by a Member through broadcasting using approved methods and technologies, securing intellectual property rights, and respecting image rights of third parties used in the coverage, as well as to exercise broadcasting rights as outlined in WPC's regulations;
- (b) to respect and uphold WPC's exclusive rights regarding video, audio recordings, photographs, broadcasts, and interviews created by WPC or during the events held under WPC's auspices, as well as to exercise rights belonging to the Members in accordance with relevant regulatory documents;

- (c) to use WPC's symbols and event branding in promotional activities to support Phygital Sports and conduct events with written consent from WPC, following guidelines outlined in the brand book approved by WPC. The use of symbols should not falsely associate WPC with unrelated activities or illegal actions. Additional guidelines on symbol use may be provided in WPC's regulations;

8.1.7. Responsibilities for data protection and confidentiality of personal information:

- (a) to familiarize themselves with and adhere to the Privacy Policy of WPC, ensuring the protection and confidentiality of personal information at all times;
- (b) to store and receive consent for the collection, processing of personal information and its transfer to WPC and PHYGITAL INTERNATIONAL DMCC, a company registered in accordance with the Company Regulations 2020 of the Dubai Multi Commodities Centre Authority having DMCC Entity Number DMCC194758 ("PI");
- (c) to specify the fact of the Member being the personal data operator in its privacy policy and any other documents used by the Member regarding data protection and confidentiality of personal information;
- (d) to provide WPC at its request at any time with the corresponding documents proving that the obligations under article 8.1.7. (b) have been fully fulfilled;

8.1.8. Responsibilities for interaction with sponsors:

- (a) to collaborate with sponsors and partners to support the promotion and advancement of Phygital Sports, following the guidelines and standards outlined in WPC's regulations;
- (b) to implement the minimum sponsorship packages specified by WPC across various categories of goods/services in relevant territories;
- (c) to secure necessary funds from sponsors and partners within the specified reporting periods as required by WPC;
- (d) to ensure that engagements with personal sponsors and partners do not impede WPC's ability to meet obligations to global and regional sponsors and partners, comply with restrictions and guidelines in WPC's regulations, and avoid conflicts of interest within product categories;

8.1.9. Responsibilities regarding the use of athletes' images:

- (a) to obtain prior written consent from athletes before using their images - including photographs, video recordings, and other visual materials - in connection with any Phygital Sports events. This consent must be documented and retained by the Member for as long as the images are being used. Without an athlete's consent, the Members are strictly prohibited from using that athlete's images in any materials related to the event.

8.1.10. Responsibilities of Indemnification and Waiver of Claims against WPC:

- (a) to indemnify, defend, and hold harmless and exempt WPC, its subsidiaries, as well as its officials, directors, employees, consultants, agents, attorneys, Partners/Sponsors, representatives, contractors or subcontractors from all payments and other obligations in respect of damages, claims, actions, losses, costs, expenses (including outside counsel fees and expenses) and/or liabilities, of any nature

(including injury to persons or property), direct or indirect, suffered by WPC, including all costs, loss of revenue, and also damages that WPC may have to pay to third parties without limitation resulting from any violations of the Regulations by the Member.

Article 9. PARTICIPATION IN GENERAL MEETINGS

- 9.1. Each Voting Member shall convene a General Meeting at least once every one (1) year (excluding any special or extraordinary General Meeting that may have been held during the said period).
- 9.2. The following regulations shall be adhered to for such meetings but do not pertain to Associate Members:
 - 9.2.1. a reasonable period of written notice of the General Meeting shall be provided to all Voting Members, and individuals entitled to attend the General Meetings as specified in the Articles of Association of WPC;
 - 9.2.2. each Voting Member can speak and vote on all motions and resolutions made at the General Meeting;
 - 9.2.3. all Voting Members shall receive a written notification of the agenda and proposed motions or resolutions to be decided at the General Meeting as specified in the Articles of Association of WPC;
 - 9.2.4. a summary of key information and decisions made at the General Meeting shall be sent to all Voting Members and the chairperson of the Board within three (3) months after the meeting concludes. If the information or decisions are not in English, it should be translated into English;
 - 9.2.5. minutes of the General Meeting shall be recorded, and a copy of the approved minutes should be sent to all Voting Members and the chairperson of the Board within three months (3) after the meeting concludes. If the minutes are not in English, it should be translated into English.
- 9.3. Both the Founder Members and Full Members shall be entitled to one (1) vote upon their initial admission as a Voting Member.
- 9.4. The Committee, at its sole discretion, is authorized by the Board to grant one (1) additional vote in favor of a Voting Member for each Ranking Physical Discipline following the conclusion of each tournament season where a national tournament was held (e.g. 2024-2025 season). The process for requesting and receiving additional votes is as follows:
 - 9.4.1. a Voting Member may apply to the Committee for an additional one (1) vote in a manner determined by the Committee;
 - 9.4.2. if the Committee finds that the Voting Member meets the criteria, such Member shall be entitled to receive an additional one (1) vote from the date of the Committee's decision;
 - 9.4.3. if the Committee determines that the criteria have not been met for the application, the Voting Member will be notified without reasons provided. The Voting member will not be able to apply for one (1) additional vote for three (3) months from the date of the Committee's decision; and
 - 9.4.4. the Committee's decision on whether the criteria have been satisfied shall be considered final and binding.

Article 10. SUSPENSION OR OTHER SANCTIONS

- 10.1. The Committee shall have the following powers under this article:
 - 10.1.1. to suspend a Member from the membership of WPC for a fixed period or until certain circumstances change or cease to exist;
 - 10.1.2. to reinstate a Member who has been suspended under article 10.1.1, before the end of the fixed period or before the specified conditions have changed or ceased to exist;
 - 10.1.3. to issue cautions or censures to a Member;
 - 10.1.4. to impose fines on a Member;
 - 10.1.5. to withhold grants or subsidies from a Member;
 - 10.1.6. to exclude a Member's athletes from specific types of sports events;
 - 10.1.7. to remove or deny accreditation to officers or other representatives of a Member;
 - 10.1.8. to apply consequences for failure to hold tournaments; and
 - 10.1.9. to impose any other appropriate sanction as deemed necessary.
- 10.2. The Committee may exercise its suspension powers as outlined in article 10.1.1 under the following circumstances:
 - 10.2.1. if in the judgment of the Committee, a Member is found to be violating the Articles of Association, these Regulations, or other By-Laws of WPC;
 - 10.2.2. if the behavior of a Member, or the governance of the country or territory represented by a Member, contravenes or continues to contravene the Objects of WPC; or
 - 10.2.3. if the Committee determines that a Member does not fulfill the eligibility criteria for membership in WPC.
- 10.3. Prior to exercising its suspension powers under article 10.1.1, the Member shall receive a written notice of the reasons for suspension at least one (1) month before the Committee meeting, at which the Member will be afforded a reasonable opportunity of being heard.
- 10.4. A Member who has been suspended by the Committee may request reinstatement by submitting a written notice to the chairperson of the Committee at least six (6) months before the next Committee meeting, provided that the proposal for reinstatement will be considered at the said meeting.
- 10.5. A Member who has been suspended by the Committee shall automatically cease to be suspended:
 - 10.5.1. at the end of the fixed suspension period; or
 - 10.5.2. once the Committee determines that the circumstances leading to the suspension have changed or no longer exist.
- 10.6. Suspension under circumstances outlined in article 10.1.1 may occur if the situation is not deemed severe enough to merit membership termination.
- 10.7. Consequences of not holding tournaments:
 - 10.7.1. The Founder Members will retain one (1) vote regardless of holding tournaments.

- 10.7.2. The Associate Members will remain as such, with all Phygital Disciplines (including rated ones) claimed by the Associate Members during the application stage but not backed by a national tournament within the season being subject to reallocation by WPC to other Members from the same country.
- 10.7.3. The Full Members will forfeit a vote for each Ranking Phygital Discipline reserved but not supported by a national tournament. Phygital Disciplines without a national tournament will be open for allocation to other Members from the same country.

Article 11. TERMINATION OF MEMBERSHIP

11.1. The membership of WPC can be terminated through voluntary withdrawal from the membership of WPC or by following the procedures outlined in the Articles of Association of WPC and these Regulations.

11.2. Withdrawal from membership of WPC:

- 11.2.1. The Member may withdraw from the membership of WPC at any time by giving seven (7) days' notice to WPC in writing.
- 11.2.2. Before a Member's withdrawal can be effective, it must pay to WPC all amounts due to it in full including repayment of any unspent financial grants made to WPC at the relevant time of the withdrawal. In the event any amount remains outstanding on the proposed date of withdrawal, the withdrawal will not be effective until payment has been received in full by WPC.
- 11.2.3. WPC shall inform a Member that notifies of its intention to withdraw from its membership, the date on which any such withdrawal becomes effective.
- 11.2.4. For the avoidance of doubt, until a Member's withdrawal of its membership has taken effect, it remains a Member and must comply with the Articles of Association, By-Laws, and other governing rules of WPC.

11.3. Termination events:

- 11.3.1. Membership shall be terminated, if:
- (a) a Member becomes insolvent, or it is declared bankrupt, or it is placed into receivership, administration, or liquidation, or a petition has been presented for its winding up, or it enters into any arrangement or composition for the benefit of its creditors, or it is unable to pay its debts as they fall due and any required repayment of funds would be in accordance with and pursuant to any dissolution or liquidation proceeding;
 - (b) in accordance with the By-Laws of WPC;
 - (c) as determined by a majority of the Committee, in the case where such Member (or their nominated representative):
 - is in breach of the Articles of Association, these Regulations, or other By-Laws of WPC;
 - grossly violates their duties or by their actions (inaction) makes the activities of WPC impossible or significantly complicates them;
 - performs actions (inaction) that significantly impede or make it impossible to achieve the goals for which WPC was created; or

- has failed to pay any Membership Fees within ninety (90) days from being due/when due and payable;
- (d) where determined by a majority of the Board having reasonably considered that any continuation of membership shall be detrimental to the reputation or wellbeing of WPC;
- (e) as determined by a special resolution at the General Meeting;
- (f) in accordance with articles 6.2.3 and 6.3.16;

provided that paragraphs (b) to (f) shall not apply to the Founder Members.

11.4. In case of the Membership termination the responsibilities under Article 8.1.10. will remain in full force and effect.

Article 12. CONSEQUENCES OF CESSATION OF MEMBERSHIP

12.1. Upon termination of the Member's membership (under any circumstances):

12.1.1. WPC shall publish about the termination of membership on the WPC's official website and inform the remaining Members that the entity is no longer a Member, based on the decisions of the Committee;

12.1.2. the lapsed Member will, at its own expense:

- (a) cease to hold itself out as being a Member and will inform its end users that its membership has ceased;
- (b) remove the Phyigital Sports logo from all of its materials.

Article 13. DISPUTE RESOLUTION

13.1. If any dispute arises between the parties arising from or relating to these Regulations and tournament season, the Committee may take reasonable steps to assist in the resolution of such disputes. This article sets out the steps that the Members shall take in such circumstances and the steps that the Committee may elect to take.

13.2. Disputes related to admission to membership of WPC, rankings, and the development or planned development of Phyigital Discipline may not be considered by the Committee without specifying a reason.

13.3. In the event of a dispute between the Members or between a Member or Members and WPC either of the disputing parties may notify the chairperson of the Committee in writing, giving brief details of the disputing parties' respective positions.

13.4. Upon notification under article 13.3, the disputing parties shall provide:

13.4.1. information confirming that they have taken all necessary action to resolve the dispute themselves;

13.4.2. a summary of the dispute and the disputing parties' respective positions; and/or

13.4.3. any and all other information that may assist the chairperson of the Committee in understanding the dispute.

13.5. Upon review of the dispute information, the chairperson of the Committee may either:

- 13.5.1. refer the matter for resolution whether by mediation or a suitably qualified person or an entity that provides such services the disputing parties will be required to comply with any rules stipulated by the person appointed to conduct the dispute resolution process; or
- 13.5.2. appoint one or more of the Committee members in accordance with article 13.6.
- 13.6. The appointed member process is intended to be a less formal process whereby the appointed Committee member acts as an independent third party to assist in the settlement of disputes and negotiations between the disputing parties.
- 13.7. Should the chairperson of the Committee elect to refer the dispute to the appointed member process in accordance with article 13.6 the chairperson of the Committee will appoint the appointed Committee member, and the disputing parties will be notified within fourteen (14) days of such appointment.
- 13.8. The disputing parties shall cooperate and assist the appointed Committee member with their work in resolving the dispute and:
 - 13.8.1. provide information/documentation;
 - 13.8.2. attend meetings and/or hearings, whether in-person or by video or telephone; and/or
 - 13.8.3. abide by any other steps or deadlines,the appointed Committee member requests from or directs to the disputing parties.
- 13.9. The appointed member process will be at an end when, either:
 - 13.9.1. the dispute has been resolved in writing and signed by the disputing parties; or
 - 13.9.2. the appointed Committee member informs the disputing parties that, in their judgment, the appointed member process will not resolve the dispute.
- 13.10. Costs:
 - 13.10.1. The payment of the costs of any dispute resolution process will be determined by the person appointed to conduct the dispute resolution process and in the absence of any determination will be shared equally between the disputing parties.
 - 13.10.2. The costs of the appointed Committee member will be shared equally between the disputing parties unless the chairperson of the Committee agrees that WPC pays the costs of the appointed member.
 - 13.10.3. The disputing parties will pay their legal costs and any other costs or expenses.

Article 14. MISCELLANEOUS

- 14.1. These Regulations come into force from the moment it is approved by the Board unless another period is provided for by the relevant decision of the Board.
- 14.2. Amendments to the Regulations are carried out by the Board.
- 14.3. Issues not regulated by these Regulations are resolved in accordance with the Articles of Association of WPC and decisions of the WPC's governing bodies, as well as applicable rules of law.

Approved by all Directors of World Phygital Community Limited on 1 August 2024, effective from 1 August 2024.

