

**PROTOCOLS OF THE INTERNATIONAL BUSINESS CONSORTIUM
TO BE MAINTAINED BY NEKTAR
AS ESTABLISHED BY
THE WORLD SPORTS ALLIANCE IGO
AND THE
THE INTERNATIONAL INNOVATION AGENCY**



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INTRODUCTORY ARTICLE

Bearing in mind that the World Sports Alliance IGO (the "Alliance") has international legal personality, that the International Innovation Agency (the "Agency") as a specialized agency of the Alliance has the exclusive and permanent mandate to manage assets, raise capital, and invest in commercial projects implemented and operated by members of Nektar, thus making the Agency a specialised agency of the Alliance, the Alliance and the Agency sister organizations and Nektar an exclusive appointed person to both organizations.

Noting that membership in the Agency is reserved to Alliance member-states and that such membership gives rights to participation in the Financing Operations of the Agency.

Noting that the International Business Consortium (the "IBC") is organized as to function internationally, continuously, in accordance with its own status and, based upon Protocols established by the Alliance and the Agency and that its operational management has been permanently delegated to Nektar.

Noting that application, submission, implementation and operation of SDG Ventures described in these Protocols are reserved to individuals and private enterprises members of Nektar who have participated in the Nektar Challenge in support of the Alliance Initiative and who holds a valid Nektar Challenge Certificate.

Desiring to confirm the Protocols to be maintained by Nektar and its consolidated subsidiaries, for the management of its members during their endeavours to support the Strategic Development Plans of member-states for the achievement of the Sustainable Development Goals and targets as well as related matters;

THE ALLIANCE AND THE AGENCY HAVE AGREED as follows.

ARTICLE I DEFINITIONS

The following words, unless otherwise specifically provides, shall mean:

Alliance means the World Sports Alliance Intergovernmental Organization, and its subsidiary bodies.

Alliance Initiative means the use of donations, sponsoring, naming rights, including but not limited to partnerships in Corporate Social Responsibility (CSR) and revenues generated from SDG Ventures to finance projects and programs of the Alliance in the territory of its member-states.

Agency means the International Innovation Agency, and its subsidiary bodies.

Build-own-operate-transfer (BOOT) means a contract signed between a member-state, a member of Nektar, the Alliance and, the Agency or an investor, as the case may be, to build, own, operate and transfer a SDG Venture in a specified duration. Upon the expiration of this duration, the member of Nektar shall transfer without compensation such SDG Venture to the member-state.

Build-operate-transfer (BOT) means a contract signed between a member-state, a member of Nektar, the Alliance and, the Agency or an investor, as the case may be, to build and operate a SDG Venture in a specified duration. Upon the expiration of this duration, the member of Nektar shall transfer without compensation such SDG Venture to the member-state.

Build-transfer-operate (BTO) means a contract signed between a member-state, a member of Nektar, the Alliance and, the Agency or an investor, as the case may be, to build a SDG Venture. After completely building this SDG Venture, the member of Nektar shall transfer it to the member-state. The member-state will grant the member of Nektar the right to operate that SDG Venture for a specified duration to recover investment capital and earn profits.

Build-transfer (BT) means a contract signed between a member-state, a member of Nektar, the Alliance and, the Agency or an investor, as the case may be, to build a SDG Venture. After completely building this SDG Venture, the member of Nektar shall transfer it to the member-

state. The member-state will create conditions for the member of Nektar, and, the Agency or the investor, as the case may be, to implement other projects for recovering investment capital and earning profits or shall make payments to the member of Nektar, the Agency or the investor, as the case may be, as agreed in the BT contract

Education and Sports Labs or ESL means facilities deployed in the territory of member-states as part of the Alliance Initiative. An ESL may be an education, research, training or sport institution or a sport centre and its form or forms shall be agreed between the Alliance and member-states, based on social, political, and organizational factors and positive contribution towards the SDGs.

Nektar means the exclusive and permanent appointed entity with full power and authority to operate the IBC, identify and manage relationships with donors, sponsors and productive private enterprises and, to assist in negotiation and establishment of public and private partnerships and, partnerships in Corporate Social Responsibility with the Alliance, the Agency and their member-states in favour of the Alliance Initiative.

Nektar Terminal means the private terminal owned and operated by Nektar to verify the background of members, provide research services and publish and announce the list of SDG Ventures.

Nektar Challenge means the annual sport and fundraising initiative organized by Nektar in favour of the Alliance Initiative.

Member-states means members of the Alliance or the Agency, as the case may be.

Members or members of Nektar means individual or private enterprise members of Nektar that have participated in the Nektar Challenge in support of the Alliance Initiative, that hold a valid Nektar Challenge Certificate and that have been approved by Nektar to bid on, implement and operate SDG Ventures.

National Center of Excellence or NCE means the principle Premise of the Alliance in the territory of its member-state.

SDG Ventures means BOOT, BOT, BTO or BT contracts, public and private partnerships and, other venture projects brought into relationship with the Alliance, the Agency and their member-states through Nektar to contribute to the development of the Alliance Initiative.

ARTICLE II RESPONSIBILITIES OF NEKTAR

In addition to the obligations specified elsewhere in this Protocol, it shall be the responsibility of Nektar during the 2023-2030 Strategy period to :

- (a) identify and select members with the skills and history of delivering to implement and operate SDG Ventures.
- (b) organize events, conferences, roadshows and official missions for its members and provide such equipment, facilities transport and accommodation as may be required for the purpose of members attending events, conferences, roadshows and official missions;
- (c) provide access to the Nektar Terminal for the collection and distribution of data at the product, sector, industry or enterprise level with research, alerts, calendars and analytical tools), manage public and private communications platforms (social media, entertainment or commercial) and provide such complementary services as may be required for the management of SDG Ventures and for the promotion of the Nektar Challenge and the Alliance Initiative.
- (d) propose to members of Nektar the economic sectors of critical importance in which member-states have an interest in developing SDG Ventures;
- (e) present SDG Ventures from the announced list to its members and, project proposals of Nektar members to the Alliance, the Agency and member-states;

- (f) facilitate discussions and negotiations between its members, the Alliance, the Agency and member-states for the conclusion of agreements and protocols including but not limited to SDG Ventures;
- (g) establish within six (6) months from the first SDG Venture be launched an oversight Committee composed of no less than three (3) persons, one (1) nominated by the Alliance, one (1) by the Agency and one (1) by Nektar to oversee activities of members of Nektar and report to the General Assembly of the Alliance and the Board of Governors of the Agency.

Nektar shall be guided in all its policies and decisions by the provisions set forth in this Article.

ARTICLE III SELECTION OF MEMBERS AND NEKTAR CHALLENGE CERTIFICATES

1. Nektar shall issue Nektar Challenge Certificates to members that have participated in the Nektar Challenge in favour of the Alliance Initiative. Nektar Challenge Certificates for enterprises shall contain the following principal details:
 - a. Year of the Nektar Challenge;
 - b. Name of the member;
 - c. Key management;
 - d. Principal shareholders;
 - e. Territory (country, state, city)
 - f. Principal Role(s);
 - g. Donations; (amount)
 - h. In-kind contributions: (types and amounts)
 - i. Investments;
 - j. Total capital raised;
 - k. Naming Rights; Yes/No; Territory (country, state, city); Type (NCE, ESL)
2. Nektar Challenge Certificates for individuals shall contain the following principal details:
 - a. Year of the Nektar Challenge;
 - b. Name of the member;
 - c. Territory (country, state, city)
 - d. Principal Role :
 - e. Donation; (amount)
 - f. In-kind contributions: (types and amounts)
 - g. Investment:
 - h. Naming Rights; Yes/No; Territory (country, state, city); Type (NCE, ESL)
3. Nektar Challenge Certificates shall be issued in the form of Non-Fungible-Tokens (NFT) within 15 working days from the last day of the Nektar Challenge and, every year after the completion of each Nektar Challenge.
4. Implementation and operation of SDG Ventures described in this Protocol shall be available only to members of Nektar who have participated in the Nektar Challenge and holding a valid Nektar Challenge Certificate for each period.

ARTICLE IV DOMAIN AND SECTORS

1. The Alliance and the Agency encourage the implementation of SDG Ventures in science, technology and innovation in the territory of its member-states and in particular for the implementation and operation of new enterprises, infrastructures and facilities versus the improvement, expenditure and modernization of existing enterprises.

2. For the 2023-2030 Strategy period, the Alliance and the Agency shall focus on a diversified portfolio of Bitcoin and financial technology enterprises and, in particular enterprises with specific capabilities related to the digitization of asset backed tokens such as currencies, gold, natural resources and bonds and, the implementation and operation of private settlement networks, crypto wallets, banking and mining infrastructures, e-payment, peer-to-peer payment, point-of-sale payment, e-commerce payment and cryptocurrency, utility and asset backed token exchanges as well as related services.
3. Private enterprises across FoodTech, AgriTech and renewable energy may be selected to further improve diversification.
4. The Alliance and the Agency shall give priority and work with member-states to accelerate the registration and issuance of specific licenses, permits or regulatory status for members of Nektar with specific capabilities specified in Section 2 of this Article.
5. For projects specified in Section 3 of this Article, the Alliance and the Agency shall collect written options of concerned Ministers and submit them to Nektar for consideration and decision on a case-by-case basis.

ARTICLE V ANNOUNCING SDG VENTURES

1. Nektar shall announce the list of SDG Ventures provided by the Alliance, the Agency and member-states on the Nektar Terminal based on the Strategic Development Plans of member-states for each period with the following details:
 - a) Name of the SDG Venture;
 - b) Objectives of the SDG Venture;
 - c) Expected territory (country, state, city) for implementation of the SDG Venture and other SDG Ventures (if any);
 - d) Summarised major technical parameters, estimated total investment capital and financial requirements;
 - e) License, permit or regulatory status requirements, registration requirements and estimated time for the issuance of such specific license, permit or regulatory status.
 - f) Type of contract;
 - g) Name, address, telephone number and fax number of the agency or agencies competent to sign and perform the SDG Venture and issue license, permit or regulatory status.
2. In addition to the details described in Section 1 of this Article, the announcement shall include a project presentation file and, in that connection explain projected contribution towards the SDGs and what part of capital investments or income streams (e.g initial contribution, net income or revenue) generated from the SDG Venture shall be dedicated to the Alliance Initiative.
3. Nektar shall publish the list of SDG Ventures with project presentation files on the private section of its Terminal within 5 working days after their announcement and, members of Nektar shall have 30 working days from the date of the publication to apply for, or submit a similar SDG Venture with a member-state.
4. An announced list of SDG Ventures may be modified or supplemented at any time.
5. Upon the expiration of the time limit, Nektar shall publish the list of its members that have registered in writing their interest in implementing or operating SDG Ventures with member-states.
6. Nektar may decide at anytime to organize a domestic or international open bidding for SDG Ventures.

ARTICLE VI PROPOSING SDG VENTURES

1. Members of Nektar may at any time request implementation of SDG Ventures outside the announced list (project proposals) and shall make and send such project proposals to Nektar

for approval within the same format as announced in Section 1 of Article V and with the following additional details :

- a) A written request for approval;
 - b) Document evidencing the member's legal status and financial and technical capacity;
 - c) A written introduction of the financial capacity and experience of implementing similar projects (if any);
 - d) Other documents necessary for explaining the project proposal.
 - e) Profile of the management and their role in the Nektar Challenge.
 - f) Proposal of what part of capital investments or income streams (e.g initial contribution, net income or revenue) generated from the SDG Venture shall be dedicated to the Alliance Initiative.
2. Nektar shall distribute project proposals to the Alliance, the Agency and member-states or a specific member-state for consideration. In cases where project proposals are approved, Nektar shall decide to add and publish the principal details of these projects in the private section of its Terminal. Within 30 working days from the date of publication, if no other members of Nektar register interest to implement the projects, the Alliance or the Agency, as the case may be, shall designate members with the approved project proposals to implement and operate the SDG Ventures.

ARTICLE VII CAPITAL REQUIREMENTS AND SOURCING

No SDG Venture shall commence operation with a budget of less than EUR 3 million, unless authorized by the Alliance or the Agency, as the case may be. Members of Nektar operating a SDG Venture must finance themselves the minimum operational budget of the SDG Venture or the Agency may invest in the SDG Venture. In the case where the Agency invests in the SDG Venture, the Agency equity in such SDG Venture shall not exceed 49%, unless authorized by its internal agreements. In the case where the SDG Venture requires more than EUR 3 million (whether or not the Agency has invested), then the Agency and members of Nektar may seek outside investment capital. In no event shall Nektar participate in the financing of any SDG Venture.

ARTICLE VIII EVENTS, OFFICIAL MISSIONS AND LAISSEZ-PASSER

1. Nektar shall organize for its member's events, roadshows and official missions according to the established protocols of the Alliance and the Agency.
2. Members must hold current, valid and unrestricted passports and follow security and health policies when crossing borders and attending events, roadshows and official missions. In addition, members must maintain comprehensive general liability and insurance policies during events, roadshows and official missions and as soon as they start implementing and operating SDG Ventures.
3. Laissez-Passer travel documents (LP) and Mission Letters setting out the purpose and scope of tasks assigned shall be issued by the Alliance or the Agency, as the case may be, to Nektar and members of Nektar during events, roadshows and official missions and when implementing or operating SDG Ventures.
4. LP travel documents and Mission Letters shall confer the bearer with diplomatic status, immunities and privileges within the territory of member-states when travelling during official missions and when implementing or operating SDG Ventures.

ARTICLE IX EXPENSES

1. Expenses for making, announcing and selecting SDG Ventures and other expenses relating to the performance of powers and responsibilities of Nektar shall be allocated from the budget of Nektar.
2. Expenses for formulating and appraising project feasibility study reports or SDG Venture proposals made by members of Nektar (including travel expenses related to events, roadshows

and official missions in the territory of a member-state) shall be paid by the member of Nektar formulating or proposing to implement a SDG Venture.

3. Depending on the characteristics and size of a SDG Venture, the member of Nektar selected to implement a SDG Venture or proposing a SDG Venture shall pay project preparation expenses specified in Section 2 of this Article to Nektar. (including travel expenses of Nektar mutually agreed with the member of Nektar formulating or proposing to implement a SDG Venture)

ARTICLE X FACILITIES

1. The Alliance or the Agency, as the case may be shall assist SDG Ventures in the acquisition or renting of suitable premises (land or office building) and such other facilities as required for the implementation or operations of SDG Ventures on the territory of member-states.
2. Until such premises are ready for permanent use and occupancy by the SDG Venture, the Alliance or the Agency, as the case may be shall provide the SDG Venture with suitable temporary office accommodation and facilities to enable the SDG Venture to carry out its purpose and functions.

ARTICLE XI LICENSING AND TAXES ON SDG VENTURES

1. If the types of activities or operations carried out by a SDG Venture requires the existence of a specific license or permit or a regulatory status (e.g. exchange, professional market participant, insurance company), the Alliance and the Agency shall work with member-states to accelerate and/or simplify the registration and issuance of such specific license or permit or regulatory status.
2. If the types of activities or operations carried out by a project falls within the framework of a public and private partnership, then the income and property in the territory of the member-state of such SDG Venture shall:
 - (a) be immune from any and all taxes or charges, whether national or local, except for specific service fees;
 - (b) be free from any obligations to pay, withheld, or collect any taxes; and
 - (c) be immune from any customs duties, taxes or charges or any import or export restrictions in relations to goods intended for official use.
3. National contractors or enterprises engaged to facilitate SDG Ventures shall not enjoy the privileges as provided in Section 1 and 2 of this Article.

ARTICLE XII GUARANTEES OF SDG VENTURES AND OTHER ENTERPRISES

When necessary and depending on the characteristics of a SDG venture, the Alliance or the Agency, as the case may be, may guarantee loans or fulfil other contractual obligations for the SDG Venture or other enterprises participating in SDG Venture implementation or operation.

ARTICLE XIII SDG VENTURE CERTIFICATES

1. Nektar shall issue SDG Venture Certificates to members of Nektar that have successfully implemented and launched a SDG Venture. The SDG Venture Certificate shall contain the following principal details:
 - a. Name of the SDG Venture;
 - b. Names of the members of Nektar and, the investors that implement the SDG Venture;
 - c. Principal shareholders;
 - d. Key management;
 - e. Objectives and size of the SDG Venture;
 - f. Territory (country, state, city)
 - g. Total investment capital of the SDG Venture;

- h. Contribution to the Alliance Initiative;
2. Nektar shall issue the SDG Venture Certificate with the Alliance, the Agency and the member-state hosting the SDG Venture in the form of a Non-Fungible-Token (NFT) within 15 working days from the launch of the SDG Venture and, shall issue a new certificate every year on its anniversary date.

ARTICLE XIV NAMING RIGHTS

1. The Alliance and the Agency shall issue Naming Rights to finance the acquisition, planning, design, construction and maintenance of NCE's and ESL's in the territory of member-states. Naming Rights owner shall have the right to display their names on Premises, means of transport and relevant documentations of the Alliance and the Agency.
2. Nektar shall issue 34 NCE Naming Rights in the form of Non-Fungible-Tokens (NFT's) having a value of one hundred (100) Bitcoin each, or at such price as the Alliance and the Agency may agree and there shall be no limit as to how many NCE Naming Rights a member may purchase.
3. Nektar shall issue 34 ESL Naming Rights in the form of NFT's having a value of twenty five (25) Bitcoin each, or at such price as the Alliance and the Agency may agree and there shall be no limit as to how many ESL Naming Rights a member may purchase.
4. Naming Rights shall be available only to members of Nektar who participate in the Nektar Challenge.
5. Any Naming Right not initially purchased by members during the Nektar Challenge may be made available for purchase to the public at such price as the Alliance and the Agency may agree.
6. Naming Rights may not be pledged or encumbered in any manner whatsoever, and may be transferred and sold only to other members of Nektar.
7. Additional Naming Rights shall be issued each time a new member-states joins the Alliance and the Agency.

ARTICLE XV SETTLEMENT AND DISPUTES

1. Disputes and disagreements arising in the course of the operations of a SDG Venture between a SDG Venture and a member-state shall be, to the extent possible, resolved by the parties via negotiations and consultations.
2. Should any such dispute or disagreement fail to be settled via negotiations and consultations within three (3) months, the dispute or disagreement shall be transferred to the General Assembly of the Alliance or the Board of Governors of the Agency, as the case may be. The General Assembly or Board of Governors, as the case may be, shall consider and resolve the dispute within six (6) months. Following this period any party may refer the dispute or disagreement for arbitration and settlement under arbitration tribunals in the territory of the member-state.
3. Disputes between a SDG Venture and any party with which a SDG Venture has entered into an agreement (other than a member-state), shall be resolved according to the terms of said agreement. Nektar shall strive to ensure that the relevant documents include a provision referring any disputes to the International Court of Arbitration in Switzerland (ICC) or to similar arbitration tribunals in the territory of the member-state.
4. No member shall be liable, by reason of its membership, for obligations of Nektar and Nektar shall not be liable for obligations of its members. Nektar shall not be liable for any claims, liabilities or expenses to its members for an aggregate amount in excess of the fees paid by the member to Nektar pursuant to services rendered by Nektar to the member. Nektar shall ensure that membership and service documents with its members include a provision referring

any disputes to the International Court of Arbitration in Switzerland (ICC) or to similar arbitration tribunals in the territory of a member-state.

These Protocols take effect on September 28th 2022 and may be amended by mutual consent of the Alliance, the Agency and Nektar. Amendments shall take form of a written Protocol, which shall be published publicly and shall enter into force in the same manner as this Protocol.

SIGNATORIES

DONE in Frankfurt, Germany on the 28th day of September 2022

**FOR
THE WORLD SPORTS ALLIANCE**

.....

Mr. Perry F.M. Geerlings
President of the Executive Office
of the President (EOP) of the Alliance

**FOR
THE INNOVATION AGENCY**

Marc S Dunbar
.....
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Mr. Marc Dunbar
Treasurer of the International Innovation
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