

# SINCERITY APPLIED MATERIALS HOLDINGS CORP.

## FORM S-8

(Securities Registration: Employee Benefit Plan)

Filed 07/31/15

Address	C/O CKR LAW LLP 1330 AVENUE OF THE AMERICAS, 14TH FLOOR NEW YORK, NY 10019
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Industry	Holding Companies
Sector	Financials
Fiscal Year	12/31

**SECURITIES AND EXCHANGE COMMISSION  
WASHINGTON D.C. 20549**

**FORM S-8**

**REGISTRATION STATEMENT UNDER THE SECURITIES ACT OF 1933**

**SYMBID CORP.**

(Exact name of registrant as specified in its charter)

**Nevada**

(State or other jurisdiction of incorporation or organization)

**45-2859440**

(IRS Employer Identification No.)

**Marconistraat 16, 3029 AK Rotterdam, The Netherlands  
+31(0)1 089 00 400**

(Address, including Zip Code and Telephone Number, of Principal Executive Offices)

**2013 Equity Incentive Plan**  
(Full Title of the Plan)

**Maarten van der Sanden  
Symbid Corp.  
Marconistraat 16  
3029 AK Rotterdam, The Netherlands  
+31(0)1 089 00 400**

(Name, Address and Telephone Number, including Area Code, of  
Agent for Service)

**Scott Rapfogel, Esq.  
CKR Law LLP  
1330 Avenue of the Americas  
New York, York 10019  
(212) 400-6900**

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of the "large accelerated filer," "accelerated filer," and "smaller reporting company" in Rule 12b-2 of the Exchange Act. (Check one):

Large Accelerated Filer

Non-Accelerated Filer

Do not check if a smaller reporting company)

Accelerated Filer

Smaller reporting company

## CALCULATION OF REGISTRATION FEE

<u>Title of Securities To Be Registered</u>	<u>Amount To Be Registered <sup>(1)</sup></u>	<u>Proposed Maximum Offering Price Per Share <sup>(2)</sup></u>	<u>Proposed Maximum Aggregate Offering Price <sup>(2)</sup></u>	<u>Amount of Registration Fee <sup>(2)</sup></u>
Common Stock, par value \$0.001 per share	198,736	\$ 0.30	\$ 56,621	\$ 7

(1) The shares registered hereunder represent shares of common stock issuable upon vesting of currently outstanding restricted stock units issued under Registrant's 2013 Equity Incentive Plan as inducement awards to Marc Buurman (9,750 shares), Jeroen Bontje (76,041 shares), Ludwine Dekker (14,250 shares), Rick Buitenman (73,695 shares), Rafael Dohms (10,000 shares) and Pim van Gennip (15,000 shares). . In addition, pursuant to Rule 416(a) under the Securities Act of 1933, as amended (the "Securities Act"), the registration statement (the "Registration Statement"), also covers an indeterminate number of additional shares of Registrant's common stock that may be issued in accordance with the provisions of the inducement awards by reason of any stock dividend, stock split, recapitalization or other similar transaction.

(2) Estimated solely for the purpose of calculating the registration fee pursuant to Rule 457(h) of the Securities Act on the basis of the average of the high and low prices of the common stock of the Registrant as traded in the over-the counter market and reported on the OTC Markets on July 28, 2015.

## **PART I**

### **INFORMATION REQUIRED IN THE SECTION 10(a) PROSPECTUS**

#### **Item 1. Plan Information.**

The document(s) containing the information specified in Part I of Form S-8 will be sent or given to participants as specified by Rule 428(b)(1) under the Securities Act. Such documents need not be filed with the Commission either as part of this Registration Statement or as prospectuses or prospectus supplements pursuant to Rule 424 under the Securities Act. These documents and the documents incorporated by reference in the Registration Statement pursuant to Item 3 of Part II of this Registration Statement, taken together, constitute a prospectus that meets the requirements of Section 10(a) of the Securities Act.

#### **Item 2. Registrant Information and Employee Plan Annual Information.**

Registrant will provide participants, upon written or oral request and without charge, a copy of the documents incorporated by reference in Item 3 of Part II of this Registration Statement, which are incorporated by reference in the Section 10(a) prospectus, and all documents required to be delivered to employees pursuant to Rule 428(b) under the Securities Act. Requests for such documents should be directed to Symbid Corp., Marconistraat 16, 3029 AK Rotterdam, The Netherlands, Attention: Maarten van Sanden, telephone number: +31(0)1 089 00 400.

## **PART II**

### **INFORMATION REQUIRED IN THE REGISTRATION STATEMENT**

#### **Item 3. Incorporation of Documents by Reference.**

The following documents are incorporated by reference in this registration statement.

- a) Registrant's Annual Report on Form 10-K for the fiscal year ended December 31, 2014 filed pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934, as amended (the "Exchange Act").
- b) All other reports filed by Registrant pursuant to Section 13 or 15(d) of the Exchange Act since the end of the fiscal year covered by the Form 10-K referred to in (a) above.
- c) The description of the common stock, \$0.001 par value per share (the "Common Stock") of the Registrant is contained in the Registrant's Registration Statement on Form 8-A filed with the Securities and Exchange Commission (the "SEC") on July 22, 2015.

All documents subsequently filed by Registrant pursuant to Sections 13(a), 13(c), 14 and 15(d) of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), prior to the filing of a post-effective amendment which indicates that all securities offered hereby have been sold or which deregisters all securities then remaining unsold, shall be deemed to be incorporated by reference in this Registration Statement and to be a part hereof from the date of filing of such documents. Any statement contained in a document incorporated or deemed to be incorporated by reference herein and to be a part hereof shall be deemed to be modified or superseded for purposes of this Registration Statement to the extent that a statement contained herein or in any subsequently filed document which also is deemed to be incorporated by reference herein modifies or supersedes such statement. Any such statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this Registration Statement.

**Item 4. Description of Securities**

Not applicable. The class of securities to be offered is registered under Section 12 of the Exchange Act.

**Item 5. Interest of Named Experts and Counsel**

The validity of the shares of common stock registered in this registration statement has been passed upon for the Registrant by CKR Law LLP, (“CKR”) whose opinion is attached hereto as Exhibit 5.

**Item 6. Indemnification of Directors and Officers.**

Nevada Revised Statutes NRS 78.75021 (the “Corporation Act”) authorizes us to indemnify our officers and directors subject to the conditions set forth therein. Our Bylaws provide that we shall indemnify our officers and directors to the fullest extent permitted by the State of Nevada against expenses (including attorneys’ fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by such persons in civil or criminal, administrative or investigative proceedings by reason of their serving in such positions.

**Item 7. Exemption from Registration Claimed.**

Not applicable.

**Item 8. Exhibits.**

<u>Exhibit No.</u>	<u>Description</u>
5.	Opinion of Counsel, CKR Law LLP
10.1	2013 Equity Incentive Plan of Registrant <sup>(1)</sup>
10.2	Form of Restricted Stock Unit Agreement
23.1	Consent of Counsel (included in Exhibit 5 hereto)
23.2	Consent of Independent Registered Public Accounting Firm

<sup>(1)</sup> Filed with the Securities and Exchange Commission on December 12, 2013, as an exhibit to the Registrant’s Current Report on Form 8-K dated December 6, 2013, which exhibit is incorporated herein by reference.

**Item 9. Undertakings.**

A. The undersigned registrant hereby undertakes:

(1) To file, during any period in which offers or sales are being made, a post-effective amendment to this Registration Statement:

(i) To include any prospectus required by Section 10(a)(3) of the Securities Act;

(ii) To reflect in the prospectus any facts or events arising after the effective date of this Registration Statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in this Registration Statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the Commission pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than a 20 percent change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective registration statement;

(iii) To include any material information with respect to the plan of distribution not previously disclosed in this Registration Statement or any material change to such information in this Registration Statement;

*provided, however,* that clauses (1)(i) and (1)(ii) shall not apply if the information required to be included in a post-effective amendment by those paragraphs is contained in reports filed with or furnished to the Commission by the registrant pursuant to section 13 or section 15(d) of the Exchange Act that are incorporated by reference in this Registration Statement;

(2) That, for the purpose of determining any liability under the Securities Act, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof; and

(3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

B. The undersigned registrant hereby undertakes that, for purposes of determining any liability under the Securities Act, each filing of the registrant's annual report pursuant to Section 13(a) or 15(d) of the Exchange Act (and, where applicable, each filing of an employee benefit plan's annual report pursuant to Section 15(d) of the Exchange Act) that is incorporated by reference into this Registration Statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

C. Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers and controlling persons of the registrant pursuant to the indemnification provisions summarized in Item 6, or otherwise, the registrant has been advised that in the opinion of the Commission such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the registrant of expenses incurred or paid by a director, officer or controlling person of the registrant in the successful defense of any action, suit, or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

## SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-8 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized in the City of Rotterdam, The Netherlands on the 31<sup>st</sup> day of July, 2015.

### SYMBID CORP.

By: /s/ Korstiaan Zandvliet  
Name: Korstiaan Zandvliet  
Title: Chief Executive Officer and President

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated and on the dates indicated.

<u>Signature</u>	<u>Title</u>	<u>Date</u>
<u>/s/ Korstiaan Zandvliet</u> Korstiaan Zandvliet	Chief Executive Officer, President and Director (Principal Executive Officer)	July 31, 2015
<u>/s/ Robin Slakhorst</u> Robin Slakhorst	Secretary and Director	July 31, 2015
<u>/s/ Maarten van der Sanden</u> Maarten van der Sanden	Chief Financial and Accounting Officer (Principal Financial and Accounting Officer)	July 31, 2015
<u>/s/ Hendrik Kasteel</u> Hendrik Kasteel	Director	July 31, 2015
<u>/s/ Michiel Buitelaar</u> Michiel Buitelaar	Director	July 31, 2015
<u>/s/ Jerome Koelewijn</u> Jerome Koelewijn	Director	July 31, 2015
<u>/s/ Vincent Lui</u> Vincent Lui	Director	July 31, 2015

**OPINION AND CONSENT OF COUNSEL**

July 31, 2015

Symbid Corp.  
Marconistraat 16  
3029 AK Rotterdam, The Netherlands

Re: Registration Statement on Form S-8

Gentlemen:

We are acting as counsel to Symbid Corp., a Nevada corporation (the “Company”), in connection with the registration under the Securities Act of 1933 (the “Act”) pursuant to a Registration Statement on Form S-8 (the “Registration Statement”) of an aggregate of 198,736 shares of the Company’s Common Stock, par value \$0.001 per share (the “Shares”).

In connection with this opinion, we have examined and relied upon such records, documents and other instruments as in our judgment are necessary and appropriate in order to express the opinion hereinafter set forth, and have assumed the genuineness of all signatures, the authenticity of all documents submitted to us as originals, and the conformity to original documents of all documents submitted to us as certified or photostatic copies.

Based upon the foregoing, we are of the opinion that the Shares, when issued and delivered in the manner and on the terms described in the Registration Statement, will be validly issued, fully paid and non-assessable.

We hereby consent to the filing of this opinion with the Securities and Exchange Commission as Exhibit 5 to the Registration Statement. This consent is not to be construed as an admission that we are a party whose consent is required to be filed with the Registration Statement under the provisions of the Act or the rules and regulations of the Securities and Exchange Commission promulgated thereunder.

Very truly yours,

/s/ CKR Law LLP



**RESTRICTED STOCK UNIT AGREEMENT**

This Restricted Stock Unit Agreement (this " **Agreement** ") is made and entered into as of \_\_\_\_\_, 20\_\_ (the " **Award Date** ") by and between Symbid Corp., a Nevada corporation (the " **Company** ") and \_\_\_\_\_ (the " **Grantee** ").

**WHEREAS** , the Company has adopted the "Symbid - 2013 Equity Incentive Plan (the " **Plan** ") pursuant to which Awards of Restricted Stock Units may be made; and

**WHEREAS** , the Committee has determined that it is in the best interests of the Company and its shareholders to make the Award of Restricted Stock Units provided for herein.

NOW, THEREFORE, the parties hereto, intending to be legally bound, agree as follows:

1. Award of Restricted Stock Units.

1.1 Pursuant to Section 10 of the Plan, the Company hereby issues to the Grantee on the Award Date an Award consisting of, in the aggregate, \_\_\_\_\_ Restricted Stock Units (the " **Restricted Stock Units** "). Each Restricted Stock Unit represents the right to receive one share of the Company's common stock ("Common Stock"), subject to the terms and conditions set forth in this Agreement and the Plan. Capitalized terms that are used but not defined herein have the meaning ascribed to them in the Plan.

1.2 The Restricted Stock Units shall be credited to a separate account maintained for the Grantee on the books and records of the Company (the " **Account** "). All amounts credited to the Account shall continue for all purposes to be part of the general assets of the Company.

2. Consideration. The Award of the Restricted Stock Units is made in consideration of the services to be rendered by the Grantee to the Company.

3. Vesting.

3.1 Except as otherwise provided herein, provided that the Grantee remains in continuous service through the respective vesting dates set forth below, the Restricted Stock Units awarded will vest as provided below. The period between award and vesting of the Restricted Stock Units is referred to as the "Restricted Period".

Vesting Date	Number of Restricted Stock Units Vesting on the Vesting Date

Once vested, the Restricted Stock Units become " **Vested Units.** "

3.2 The foregoing vesting schedule notwithstanding, if the Grantee's Continuous Service terminates for any reason at any time before all of his or her Restricted Stock Units have vested, the Grantee's unvested Restricted Stock Units shall be automatically forfeited upon such termination of Continuous Service and neither the Company nor any Affiliate shall have any further obligations to the Grantee under this Agreement.

3.3 Unless otherwise determined by the Committee at the time of a Change in Control, a Change in Control shall have no impact on the vesting of the Restricted Stock Units.

4. Restrictions. Subject to any exceptions set forth in this Agreement or the Plan, during the Restricted Period and until such time as the Restricted Stock Units are settled in accordance with Section 6, the Restricted Stock Units or the rights relating thereto may not be assigned, alienated, pledged, attached, sold or otherwise transferred or encumbered by the Grantee. Any attempt to assign, alienate, pledge, attach, sell or otherwise transfer or encumber the Restricted Stock Units or the rights relating thereto shall be wholly ineffective and, if any such attempt is made, the Restricted Stock Units will be forfeited by the Grantee and all of the Grantee's rights to such units shall immediately terminate without any payment or consideration by the Company. Upon vesting, the common stock issued by the Company to the Grantee as provided in Section 6 below, shall remain subject to applicable U.S. securities laws and restrictions.

5. Rights as Shareholder; Dividend Equivalents.

5.1 The Grantee shall not have any rights of a shareholder with respect to the shares of Common Stock underlying the Restricted Stock Units unless and until the Restricted Stock Units vest and are settled by the issuance of such shares of Common Stock.

5.2 Upon and following the settlement of the Restricted Stock Units, the Grantee shall be the record owner of the shares of Common Stock underlying the Restricted Stock Units unless and until such shares are sold or otherwise disposed of, and as record owner shall be entitled to all rights of a shareholder of the Company (including voting rights).

5.3 Until such time as the Restricted Stock Units vest, the Grantee's Account shall be credited with an amount equal to all cash and stock dividends (" **Dividend Equivalents** ") that would have been paid to the Grantee if one share of Common Stock had been issued on the Award Date for each Award of Restricted Stock Unit made to the Grantee as set forth in this Agreement. Dividend Equivalents shall be withheld by the Company for the Grantee's Account and interest may be credited on the amount of cash Dividend Equivalents withheld at a rate and subject to such terms as determined by the Committee. Dividend Equivalents shall be subject to the same vesting restrictions as the Restricted Stock Units to which they are attributable in accordance with Section 3 and shall be paid on the same date that the Restricted Stock Units to which they are attributable are settled in accordance with Section 6 hereof. Dividend Equivalents credited to a Grantee's Account shall be distributed in cash or, at the discretion of the Committee, in whole or in part in shares of Common Stock having a Fair Market Value equal to the amount of the Dividend Equivalents and interest, if any.

6. Settlement of Restricted Stock Units. Subject to Section 9 hereof, promptly following each vesting date, and in any event no later than January 31 of the calendar year following the calendar year in which such vesting occurs, the Company shall (a) issue and deliver to the Grantee the number of shares of Common Stock equal to the number of Vested Units and cash equal to any Dividend Equivalents credited with respect to such Vested Units and the interest thereon or, at the discretion of the Company, in shares of Common Stock having a fair market value equal to such Dividend Equivalents and the interest thereon; and (b) enter the Grantee's name on the books of the Company as the shareholder of record with respect to the shares of Common Stock delivered to the Grantee.

7. No Right to Continued Service. Neither the Plan nor this Agreement shall confer upon the Grantee any right to be retained in any position, as an Employee, Consultant, Director or Advisor of the Company. Further, nothing in the Plan or this Agreement shall be construed to limit the discretion of the Company to terminate the Grantee's Continuous Service at any time, with or without Cause.

8. Adjustments. If any change is made to the outstanding Common Stock or the capital structure of the Company, if required, the Restricted Stock Units shall be adjusted or terminated in any manner as contemplated by Section 14 of the Plan.

9. Tax Liability and Withholding.

9.1 The Grantee shall be required to pay to the Company, and the Company shall have the right to deduct from any compensation paid to the Grantee pursuant to the Plan, the amount of any required withholding taxes in respect of the Award, vesting and/or settlement of Restricted Stock Units and to take all such other action as the Committee deems necessary to satisfy all obligations for the payment of such withholding taxes. The Committee may permit the Grantee to satisfy any federal, state or local tax and employee social security contributions withholding obligation by any of the following means, or by a combination of such means:

(a) tendering a cash payment.

(b) authorizing the Company to withhold shares of Common Stock from the shares of Common Stock otherwise issuable or deliverable to the Grantee as a result of the vesting of the Restricted Stock Units; *provided, however*, that no shares of Common Stock shall be withheld with a value exceeding the minimum amount of tax required to be withheld by law.

(c) delivering to the Company previously owned and unencumbered shares of Common Stock.

9.2 Notwithstanding any action the Company takes with respect to any or all income tax, social insurance, payroll tax, or other tax-related withholding (" **Tax-Related Items** "), the ultimate liability for all Tax-Related Items is and remains the Grantee's responsibility and the Company (a) makes no representation or undertakings regarding the treatment of any Tax-Related Items in connection with the Award, vesting or settlement of the Restricted Stock Units or the subsequent sale of any shares; and (b) does not commit to structure the Restricted Stock Units to reduce or eliminate the Grantee's liability for Tax-Related Items.

10. Compliance with Law. The issuance and transfer of shares of Common Stock shall be subject to compliance by the Company and the Grantee with all applicable requirements of U.S. federal and state securities laws, Netherlands law, and with all applicable requirements of any stock exchange or trading market on which the Company's shares of Common Stock may be listed. No shares of Common Stock shall be issued or transferred unless and until any then applicable requirements of U.S. state and federal laws and regulatory agencies have been fully complied with to the satisfaction of the Company and its counsel.

11. Notices. Any notice required to be delivered to the Company under this Agreement shall be in writing and addressed to the Chief Financial Officer of the Company at the Company's principal corporate offices. Any notice required to be delivered to the Grantee under this Agreement shall be in writing and addressed to the Grantee at the Grantee's address as shown in the records of the Company. Either party may designate another address in writing (or by such other method approved by the Company) from time to time.

12. Governing Law. This Agreement will be construed and interpreted in accordance with the laws of The Netherlands without regard to conflict of law principles.

13. Interpretation. Any dispute regarding the interpretation of this Agreement shall be submitted by the Grantee or the Company to the Committee for review. The resolution of such dispute by the Committee shall be final and binding on the Grantee and the Company.

14. Restricted Stock Units Subject to Plan. This Agreement is subject to the Plan as approved by the Company's shareholders. The terms and provisions of the Plan as it may be amended from time to time are hereby incorporated herein by reference. In the event of a conflict between any term or provision contained herein and a term or provision of the Plan, the applicable terms and provisions of the Plan will govern and prevail.

15. Successors and Assigns. The Company may assign any of its rights under this Agreement. This Agreement will be binding upon and inure to the benefit of the successors and assigns of the Company. Subject to the restrictions on transfer set forth herein, this Agreement will be binding upon the Grantee and the Grantee's beneficiaries, executors, administrators and the person(s) to whom the Restricted Stock Units may be transferred by will or the laws of descent or distribution.

16. Severability. The invalidity or unenforceability of any provision of the Plan or this Agreement shall not affect the validity or enforceability of any other provision of the Plan or this Agreement, and each provision of the Plan and this Agreement shall be severable and enforceable to the extent permitted by law.

17. Discretionary Nature of Plan. The Plan is discretionary and may be amended, cancelled or terminated by the Company at any time, in its discretion. The Award of the Restricted Stock Units in this Agreement does not create any contractual right or other right to receive any Restricted Stock Units or other Awards in the future. Future Awards, if any, will be at the sole discretion of the Company. Any amendment, modification, or termination of the Plan shall not constitute a change or impairment of the terms and conditions of the Grantee's employment with the Company.

18. Amendment. The Company has the right to amend, alter, suspend, discontinue or cancel the Restricted Stock Units, prospectively or retroactively; *provided, that*, no such amendment shall adversely affect the Grantee's material rights under this Agreement without the Grantee's consent.

19. Section 409A. This Agreement is intended to comply with Section 409A of the Code or an exemption thereunder and shall be construed and interpreted in a manner that is consistent with the requirements for avoiding additional taxes or penalties under Section 409A of the Code. Notwithstanding the foregoing, the Company makes no representations that the payments and benefits provided under this Agreement comply with Section 409A of the Code and in no event shall the Company be liable for all or any portion of any taxes, penalties, interest or other expenses that may be incurred by the Grantee on account of non-compliance with Section 409A of the Code.

20. No Impact on Other Benefits. The value of the Grantee's Restricted Stock Units is not part of his or her normal or expected compensation for purposes of calculating any severance, retirement, welfare, insurance or similar employee benefit.

21. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument. Counterpart signature pages to this Agreement transmitted by facsimile transmission, by electronic mail in portable document format (.pdf), or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original signature.

22. Acceptance. The Grantee hereby acknowledges receipt of a copy of the Plan and this Agreement. The Grantee has read and understands the terms and provisions thereof, and accepts the Restricted Stock Units subject to all of the terms and conditions of the Plan and this Agreement. The Grantee acknowledges that there may be adverse tax consequences upon the vesting or settlement of the Restricted Stock Units or disposition of the underlying shares and that the Grantee has been advised to consult a tax advisor prior to such vesting, settlement or disposition.

[ *Signature Page Follows* ]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

Symbid Corp.

By: \_\_\_\_\_

Name:

Title:

By: \_\_\_\_\_

Name:

Title:

**CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM**

We hereby consent to the incorporation by reference in this Registration Statement on Form S-8 of our report dated March 25, 2015, relating to the consolidated financial statements of Symbid Corp. and subsidiaries appearing in the Annual Report on Form 10-K for the year ended December 31, 2014.

/s/ FRIEDMAN LLP

East Hanover, New Jersey  
July 29, 2015