

SECURITIES AND EXCHANGE COMMISSION

FORM 8-K

Current report filing

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FILER

World Moto, Inc.

CIK: **1492151** | IRS No.: **770716386** | State of Incorporation: **NV** | Fiscal Year End: **1231**
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Mailing Address	Business Address
1777 MOO 5SOI SUKHUMVIT 107 SUKHUMVIT RD NORTH SUMRONG, AMPHUR MUANG, SAMUT PRAKAN BANGKOK W1 10270	1777 MOO 5SOI SUKHUMVIT 107 SUKHUMVIT RD NORTH SUMRONG, AMPHUR MUANG, SAMUT PRAKAN BANGKOK W1 10270 (646) 840-8781

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

FORM 8-K

CURRENT REPORT

PURSUANT TO SECTION 13 OR 15(D) OF THE SECURITIES EXCHANGE ACT OF 1934

Date of Report (Date of earliest event reported): **January 8, 2013**

WORLD MOTO, INC.

(Exact Name of Registrant as Specified in Charter)

Nevada
(State or Other Jurisdiction of
Incorporation)

000-54694
(Commission File Number)

77-0716386
(IRS Employer Identification
No.)

**1777 Moo 5 Soi Sukhumvit 107 Sukhumvit Road
North Sumrong, Amphur Muang, Samut Prakan
Bangkok, Thailand**

(Address of Principal Executive Offices)

N/A
(Zip Code)

Registrant's telephone number, including area code: **(646) 840-8781**

N/A

(Former Name or Former Address, if Changed Since Last Report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction .2. below):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
 Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a -12)
 Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d -2(b))
 Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e -4(c))
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SECTION 1 - REGISTRANT'S BUSINESS AND OPERATIONS

Item 1.01. Entry into a Material Definitive Agreement

On January 8, 2013, World Moto Inc., a Nevada corporation (the "Company"), entered into a form of Securities Purchase Agreement (the "Agreement") and consummated a closing of a private placement offering (the "Offering") with an accredited investor for the issuance and sale of 3,703,704 shares of common stock of the Company (the "Shares") at a purchase price of \$0.27 per share, for aggregate consideration of \$1,000,000. The Company intends to use the proceeds of the Offering for general corporate purposes, including working capital needs.

The foregoing description is qualified in its entirety by reference to the Agreement filed as Exhibit 10.1 attached hereto and incorporated herein by reference.

SECTION 3 - SECURITIES AND TRADING MARKETS

Item 3.02. Unregistered Sales of Equity Securities.

The information disclosed under Item 1.01 of this Current Report on Form 8-K with respect to the Company's unregistered sale of the Shares is incorporated in its entirety into this Item 3.02.

In connection with the Offering, the Company sold 3,703,704 shares of Company common stock to an accredited investor for aggregate consideration of \$1,000,000. The Shares were issued in reliance upon Regulation S of the Securities Act of 1933, as amended and the rules and regulations promulgated thereunder (the "Securities Act"), to an investor who is an "accredited investor," as such term is defined in Rule 501(a) under the Securities Act, in an offshore transaction (as defined in Rule 902 under Regulation S of the Securities Act), based upon representations made by such investor.

SECTION 9 - FINANCIAL STATEMENT AND EXHIBITS

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits

<u>Exhibit</u> <u>No.</u>	<u>Exhibit Description</u>
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10.1	Form of Securities Purchase Agreement
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SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the Registrant has duly caused this Current Report on Form 8-K to be signed on its behalf by the undersigned hereunto duly authorized.

WORLD MOTO, INC.

Date: January 11, 2013

By: /s/ Paul Giles

Paul Giles

Chief Executive Officer

SECURITIES PURCHASE AGREEMENT

World Moto, Inc.
1777 Moo 5 Soi Sukhumvit 107,
Sukhumvit Road, North Sumrong,
Amphur Muang, Samut Prakan,
Bangkok, Thailand

The undersigned (the "Investor") hereby confirms its agreement with you as follows:

1. This Securities Purchase Agreement is made as of the date set forth below between World Moto, Inc., a Nevada corporation (the "Company"), and the Investor, which may be one of multiple investors making an aggregate investment of US\$1,000,000. The Company reserves the right to sell additional securities for a larger aggregate investment, without notice to the Investor, and the Investor may experience dilution in respect of any sales beyond the above stated amount.

2. The Company and the Investor agree that the Investor will purchase from the Company and the Company will issue and sell to the Investor for an aggregate purchase price of US\$_____ (the "Purchase Price"), an aggregate of _____ shares of the Company's common stock, par value \$0.0001 per share (the "Common Stock").

The Purchase Price is due to the Company with the return of the Securities Purchase Agreement by the Investor. The Purchase Price will be deposited into the account of the Company, and the funds will be available for use by the Company operating account upon acceptance of the Securities Purchase Agreement by the Company. The acceptance may be as long as sixty days, if not more, after the agreement and payment is made by the Investor, while the Company completes the offering. During the period the Investor funds are held by the Company, they will be at risk of the creditors of the Company claiming rights to such funds, even though the Securities Purchase Agreement has not been accepted.

3. The Company and the Investor agree that the purchase and sale of the Common Stock is subject to the Terms and Conditions for Purchase attached hereto as Annex I and incorporated herein by reference as if fully set forth herein. Unless otherwise requested by the Investor in Exhibit A, the Common Stock issued to the Investor will be issued in the Investor's name and address as set forth below.

4. The Investor represents that, except as set forth below, (a) it has had no position, office or other material relationship within the past three years with the Company or its affiliates, other than as a passive stockholder, if at all, (b) neither it, nor any group of which it is a member or to which it is related, beneficially owns (including the right to acquire or vote) any securities of the Company that is greater than 5% of the current issued and outstanding shares of common stock as reported in the latest report filed by the Company with the United States Securities and Exchange Commission, and (c) neither it, nor any affiliate of the Investor, has any direct or indirect affiliation or association with any Finance and Regulatory Authority, Inc. ("FINRA") member. Exceptions:
(If no exceptions, write "none." If left blank, response will be deemed to be "none.")

Please confirm that the foregoing correctly sets forth the agreement between us by signing in the space provided below for that purpose.

Dated as of: _____

By:
Name:
Title:

Address:

Aggregate Purchase Price: \$ _____

Number of Shares of Common Stock: _____

**AGREED AND ACCEPTED:
WORLD MOTO, INC.**

By:
Name:
Title:

[SECURITIES PURCHASE AGREEMENT SIGNATURE PAGE]

Annex I
Terms and Conditions for Purchase of Securities

1. Agreement to Sell and Purchase Securities.

1.1 Purchase and Sale. At the Closing (as defined in Section 2), the Company will sell to the Investor, and the Investor will purchase from the Company, upon the terms and subject to the conditions set forth herein, for the Purchase Price, the Common Stock described in Paragraph 2 of the Securities Purchase Agreement attached hereto (collectively with this Annex I and the other exhibits attached hereto, this "Agreement").

1.2 Investor. The Investor must execute and deliver a Securities Purchase Agreement, and must complete a Certificate Questionnaire (in the form attached as Exhibit A hereto) and an Investor Questionnaire (in the form attached as Exhibit B hereto) in order to purchase the Common Stock.

2. Delivery at Closing. The completion of the purchase and sale of the Common Stock (the "Closing") shall occur on a date mutually agreed upon by the Company and the Investor (the "Closing Date"). At the Closing, the Company shall instruct its transfer agent to issue (the "Instruction Letter") to the Investor that number of shares of Common Stock relevant to the investment, as set forth in Paragraph 2 of the Securities Purchase Agreement. In exchange for the delivery of the shares of Common Stock, the Investor shall pay the Purchase Price to the Company by wire transfer of immediately available funds pursuant to the Company's written instructions, if not previously delivered to the Company.

The Company's obligation to issue and sell the shares of Common Stock to the Investor shall be subject to the satisfaction of the following conditions, any one or more of which may be waived by the Company: (a) prior receipt by the Company of a copy of this Agreement executed by the Investor; and (b) the accuracy of the representations and warranties made by the Investor in this Agreement.

The Investor's obligation to purchase the Common Stock shall be subject to the satisfaction of the following conditions, any one or more of which may be waived by the Investor: (a) the accuracy of the representations and warranties made by the Company in this Agreement; (b) the execution and delivery by the Company of the Instruction Letter and (c) the fulfillment of the obligations of the Company under this Agreement on or prior to the Closing.

3. Representations and Warranties of the Company. Except as set forth in the SEC Reports (as defined below), the Company hereby represents and warrants to the Investor as of the date hereof and the Closing Date, as follows:

3.1 Organization. The Company is a corporation duly organized and validly existing under, and by virtue of, the laws of the State of Nevada and is in good standing under such laws, and is qualified and in good standing under the laws of each other jurisdiction in which it is required to be so qualified.

3.2 Corporate Power. The Company has all requisite corporate power and authority to own and operate its properties and assets, and to carry on its business as presently conducted. The Company has all requisite legal and corporate power and authority to execute and deliver the Agreement and to carry out and perform its obligations under the terms of the Agreement.

3.3 Authorization; Validity. The execution, delivery and performance of the Agreement by the Company has been duly authorized by all requisite corporate action and the Agreement constitute the valid and binding obligations of the Company, enforceable against it in accordance with its terms, except as limited by general equitable principles and applicable bankruptcy, insolvency, reorganization, moratorium and other laws of general application affecting enforcement of creditors' rights generally. The shares of Common Stock when issued pursuant to the Agreement shall be, duly authorized, validly issued, fully paid and non-assessable.

3.4 Non-Contravention. Neither the execution, delivery nor performance of any of the Agreement has or will result in a violation or conflict with or constitute, with or without the passage of time or giving of notice or both, either a default under any provision of the Company's articles of incorporation or by-laws or any agreement, instrument or contract to which it is a party or by which it is bound and that has been filed as an exhibit to the SEC Reports.

3.5 Compliance with Laws. The Company is not in material violation of, and neither the execution, delivery nor performance of the Agreement or any of its terms by the Company has or will result in a material violation of, any federal, state, local or foreign law, rule, regulation, order, judgment or decree applicable to the Company.

3.6 Accurate Information. All disclosure furnished by the Company to the Investor regarding the Company, its business and the transactions contemplated hereby, is true and correct in all material respects.

4. Representations and Warranties of the Investor. The Investor hereby represents and warrants to the Company as of the date hereof and the Closing Date, as follows:

4.1 Investor Knowledge and Status. The Investor represents and warrants to, and covenants with, the Company that: (i) the Investor is an "accredited investor" as defined in Regulation D under the Securities Act of 1933, as amended (the "Securities Act"), is knowledgeable, sophisticated and experienced in making, and is qualified to make decisions with respect to, investments in restricted securities of micro-cap companies presenting an investment decision similar to that involved in the purchase of the Common Stock, and has requested, received, reviewed and considered all information it deemed relevant in making an informed decision to purchase the Common Stock; (ii) the Investor understands that the shares of Common Stock will be "restricted securities" when issued and will not have been registered under the Securities Act and will be acquiring the shares of Common Stock in the ordinary course of its business and for its own account for investment only, has no present intention of distributing any of the securities and has no arrangement or understanding with any other persons regarding the distribution of the Common Stock; and (iii) the Investor has, in connection with its decision to purchase the Common Stock, relied only upon the representations and warranties of the Company contained herein and the information contained in the SEC Reports. The Investor understands that the issuance of the Common Stock to the Investor have not been registered under the Securities Act, or registered or qualified under any state securities law, in reliance on specific exemptions therefrom, which exemptions may depend upon, among other things, the representations made by the Investor in this Agreement. No person is authorized by the Company to provide any representation that is inconsistent with or in addition to those contained herein or in the SEC Reports, and the Investor acknowledges that it has not received or relied on any such representations.

4.2 Power. The Investor has all requisite power and authority to execute and deliver this Agreement and to carry out and perform its obligations under the terms of this Agreement.

4.3 Authorization; Validity. The execution, delivery and performance by the Investor of the transactions contemplated by this Agreement have been duly authorized by any necessary corporate or similar action on the part of the Investor. This Agreement has been duly executed by the Investor and constitutes the valid and binding obligation of the Investor, enforceable against it in accordance with its terms, except as limited by general equitable principles and applicable bankruptcy, insolvency, reorganization, moratorium and other laws of general application affecting enforcement of creditors' rights generally.

4.8 Additional Acknowledgement. The Investor acknowledges that it has independently evaluated the merits of the transactions contemplated by this Agreement, that it has independently determined to enter into the transactions contemplated hereby, that it is not relying on any advice from or evaluation by any other person, that it is relying solely upon the representations and warranties of the Company set forth in this Agreement in making its investment decision, and that it is not acting in concert with any other person in making its purchase of the Common Stock hereunder.

5. Transfer Restrictions; Legends. Certificates evidencing the shares of Common Stock (the "Legended Shares") shall each bear any legend as required by the "blue sky" laws of any state and a restrictive legend in substantially the following form, until such time as they are not required:

THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR APPLICABLE STATE SECURITIES LAWS. THE SECURITIES MAY NOT BE OFFERED FOR SALE, SOLD, TRANSFERRED OR ASSIGNED (I) IN THE ABSENCE OF (A) AN EFFECTIVE REGISTRATION STATEMENT FOR THE SECURITIES UNDER THE SECURITIES ACT OR (B) AN AVAILABLE EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND IN ACCORDANCE WITH APPLICABLE STATE SECURITIES LAWS OR BLUE SKY LAWS AS EVIDENCED BY A LEGAL OPINION OF COUNSEL REASONABLY SATISFACTORY TO THE COMPANY AND ITS TRANSFER AGENT OR (II) UNLESS SOLD PURSUANT TO RULE 144 UNDER SAID ACT.

6. Public Statements. The Company agrees to disclose on a Current Report on Form 8-K the consummation of the sale of the Common Stock and the material terms thereof, including pricing, which shall be filed with the Securities and Exchange Commission within four Business Days after the Closing. The Company will not issue any public statement, press release or any other public disclosure listing the Investor as a purchaser of the Common Stock without the Investor's prior written consent, except as may be required by applicable law or rules of the Securities and Exchange Commission, any other governmental body or any exchange on which the Company's securities are listed.

7. Notices. All notices, requests, consents and other communications hereunder shall be in writing, shall be delivered by first-class registered or certified airmail, or internationally recognized overnight express courier, postage prepaid, or by facsimile, and shall be deemed given (i) if delivered by first-class registered or certified mail domestic, upon the business day received, or (ii) if delivered by an internationally recognized overnight carrier, one business day after timely delivery to such carrier, and shall be addressed as follows, or to such other address or addresses as may have been furnished in writing by a party to another party pursuant to this paragraph:

(a) if to the Company, to: World Moto, Inc.
1777 Moo 5 Soi Sukhumvit 107
Sukhumvit Road, North Sumrong
Amphur Muang, Samut Prakan
Bangkok, Thailand

Attention: Mr. Paul Giles

with a copy to: Greenberg Traurig, LLP
1201 K Street, Suite 1100
Sacramento, CA 95814

Attention: Mark Lee

(b) if to the Investor, at its address on the signature page to the Securities Purchase Agreement.

8. Amendments; Waiver. This Agreement may not be modified or amended except pursuant to an instrument in writing signed by the Company and the Investor. Any waiver of a provision of this Agreement must be in writing and executed by the party against whom enforcement of such waiver is sought.

9. Headings. The headings of the various sections of this Agreement have been inserted for convenience of reference only and shall not be deemed to be part of this Agreement.

10. Entire Agreement; Severability. This Agreement sets forth the entire agreement and understanding of the parties relating to the subject matter hereof and supersedes all prior and contemporaneous agreements, negotiations and understandings between the parties, both oral and written relating to the subject matter hereof. If any provision contained in this Agreement is determined to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby. Other than a condition precedent, the Investor has no rights under the Asset Purchase Agreement.

11. Governing Law; Jurisdiction. This Agreement shall be governed by and construed and enforced in accordance with the law of the State of New York, without giving effect to principals of conflict of laws. The parties (i) agree that any legal suit, action or proceeding arising out of or relating to this Agreement shall be instituted exclusively in the courts of the State of New York, County of New York, (ii) waive any objection to the venue of any such suit, action or proceeding and the right to assert that such forum is not a convenient forum, and (iii) irrevocably consent to the jurisdiction of the courts of the State of New York, County of New York, in any such suit, action or proceeding, and further agree to accept and acknowledge service of any and all process which may be served in any such suit, action or proceeding and agree that service of process upon them mailed by certified mail to their respective addresses shall be deemed in every respect effective service of process upon them in any such suit, action or proceeding.

12. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall constitute an original, but all of which, when taken together, shall constitute but one instrument, and shall become effective when one or more counterparts have been signed by each party hereto and delivered to the other parties.

13. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties and their successors and permitted assigns. Neither party may assign this Agreement or any rights or obligations hereunder without the prior written consent of the other party (other than by merger).

14. Fees and Expenses. Each party shall pay the fees and expenses of its advisers, counsel, accountants and other experts, if any, and all other expenses incurred by such party incident to the negotiation, preparation, execution, delivery and performance of this Agreement. The Company shall pay all transfer agent fees, stamp taxes and other taxes and duties levied in connection with the delivery of the Common Stock to the Investor.

15. Severability. If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction to be invalid, illegal, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions set forth herein shall remain in full force and effect and shall in no way be affected, impaired or invalidated, and the parties hereto shall use their commercially reasonable efforts to find and employ an alternative means to achieve the same or substantially the same result as that contemplated by such term, provision, covenant or restriction.

16. Remedies. In addition to being entitled to exercise all rights provided herein or granted by law, including recovery of damages, each of the Investor and the Company will be entitled to specific performance under the Agreement. The parties agree that monetary damages may not be adequate compensation for any loss incurred by reason of any breach of obligations contained in the Agreement and hereby agrees to waive and not to assert in any action for specific performance of any such obligation the defense that a remedy at law would be adequate.

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EXHIBIT A
INSTRUCTION SHEET FOR PURCHASER

**WORLD MOTO, INC.
CERTIFICATE QUESTIONNAIRE**

Please provide us with the following information:

1. The exact name in which your Shares are to be registered. You may use a nominee name if appropriate: _____

 2. If a nominee name is listed in response to Item 1 above, the relationship between the Investor and such nominee: _____

 3. The mailing address of the registered holder listed in response to Item 1 above: _____

 4. The Social Security Number or Tax Identification Number of the registered holder listed in the response to Item 1 above: _____
-

EXHIBIT B
WORLD MOTO, INC
CERTIFICATE FOR CORPORATE, PARTNERSHIP, LIMITED LIABILITY
COMPANY, TRUST, FOUNDATION AND JOINT INVESTORS

SECURITIES DELIVERY INSTRUCTIONS

Please instruct us as to where you would like the Common Stock delivered to at the closing:

Name:

Company:

Address:

Telephone:

Other Special Instructions:
