

# SECURITIES AND EXCHANGE COMMISSION

## FORM SC 13D

Schedule filed to report acquisition of beneficial ownership of 5% or more of a class of equity securities

Filing Date: **2003-04-14**  
SEC Accession No. [0000899797-03-000171](#)

(HTML Version on [secdatabase.com](#))

### FILED BY

#### **DDS TECHNOLOGIES LTD**

CIK: [1207341](#) | IRS No.: **000000000**

Type: **SC 13D**

Mailing Address  
21 ST GEORGE RD  
LONDON ENGLAND X0  
999999999

### SUBJECT COMPANY

#### **FISHTHEWORLD HOLDINGS INC**

CIK: [1099217](#) | IRS No.: **650956101** | State of Incorp.: **FL** | Fiscal Year End: **1031**

Type: **SC 13D** | Act: **34** | File No.: **005-78226** | Film No.: **03648428**

SIC: **9995** Non-operating establishments

Mailing Address  
2206 NE 26TH STREET

Business Address  
2206 NE 26TH STREET

-  
FORT LAUDERDALE FL 33305 FORT LAUDERDALE FL 33305  
954-568-0865

UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
Washington, D.C. 20549

**SCHEDULE 13D**

**Under the Securities Exchange Act of 1934  
(Amendment No. \_\_)\***

**FISHTHEWORLD HOLDINGS, INC.**

(Name of Issuer)

**Common Stock, par value \$0.001 per share  
(Title of Class of Securities)**

**338120108  
(CUSIP Number)**

**Joseph P. Galda, Esq.  
Hodgson Russ LLP  
One M&T Plaza, Suite 2000  
Buffalo, New York 14203-2391  
(716) 848-1454**

(Name, Address and Telephone Number of Person Authorized to Receive Notices and Communications)

**April 4, 2003  
(Date of Event which Requires Filing of this Statement)**

If the filing person has previously filed a statement on Schedule 13G to report the acquisition which is the subject of this Schedule 13D, and is filing this schedule because of §§240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box [ ].

NOTE: Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See Rule 240.13d-7 for other parties to whom copies are to be sent.

\* The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

CUSIP No. 338120108

---

1. NAME OF REPORTING PERSONS

I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY).

---

2. CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP

(a) \_\_\_\_\_  
(b) \_\_\_\_\_

---

3. SEC USE ONLY

---

4. SOURCE OF FUNDS (SEE INSTRUCTIONS):00

---

5. Check if Disclosure of Legal Proceedings is  
Required Pursuant to Items 2(d) or 2(e)

---

6. CITIZENSHIP OR PLACE OF ORGANIZATION:

Italy

---

NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON	7. SOLE VOTING POWER:	4,000,000
	8. SHARED VOTING POWER:	0
	9. SOLE DISPOSITIVE POWER:	4,000,000
	10. SHARED DISPOSITIVE POWER	0

---

11. AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON:  
4,000,000 shares of common stock of Fishtheworld Holdings, Inc.

---

12. CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE  
INSTRUCTIONS)

---

13. PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11): 21.93%

---

14. Type of Reporting Person (See Instructions):

Individual (IN)

#### **ITEM 1. SECURITY AND ISSUER.**

The class of equity securities to which this statement relates is the common stock, par value \$0.001 per share, of Fishtheworld Holdings, Inc., (the "Issuer"), whose principal executive office is located at 150 East Palmetto Park Rd., Suite 510 Boca Raton, Florida 33432.

#### **ITEM 2. IDENTITY AND BACKGROUND.**

This statement is filed by DDS Technologies Ltd., a corporation incorporated under the laws of the United Kingdom, and Mr. Umberto Manola, an individual, collectively, the Reporting Persons for the purpose of this filing. DDS Technologies Ltd. develops and markets technology associated with the dry disaggregation of agricultural products. Umberto Manola, within the next few weeks, will be made a director of the Issuer and he holds 60% of the outstanding shares of DDS Technologies Ltd. Mr. Manola holds no shares directly in the Issuer and holds beneficial ownership in the Issuer only through his controlling ownership in DDS Technologies Ltd. During the last five years, neither of the Reporting Persons nor, to the best of its knowledge, any directors, executive officers or members of DDS Technologies Ltd., has been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors), or have been subject to a judgment, decree, or final order in a civil proceeding enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violation with respect to such laws.

### **ITEM 3. SOURCE AND AMOUNT OF FUNDS OR OTHER CONSIDERATION.**

The Reporting Persons received the shares reported herein pursuant to a Share Exchange Agreement dated April 4, 2003 by and among the Issuer and a majority of the shareholders of DDS Technologies USA, Inc., a Delaware corporation, of which DDS Technologies Ltd. was a significant shareholder. Under the terms of the Share Exchange Agreement, a majority of the shareholders of DDS Technologies USA, Inc. agreed to transfer all their individually owned shares of common stock of DDS Technologies USA, Inc. to the Issuer in exchange for an aggregate of 14,877,255 shares of common stock, or 91% of the issued and outstanding shares, of the Issuer. DDS Technologies Ltd. holds 4,000,000 shares of common stock, or 21.93% of the issued and outstanding shares, of the Issuer. Umberto Manola holds beneficially 2,400,000 shares of common stock, or 13.16% of the issued and outstanding shares, of the Issuer through his 60% ownership in DDS Technologies Ltd.

### **ITEM 4. PURPOSE OF TRANSACTION.**

On April 4, 2003 the Reporting Persons executed a definitive agreement with the Issuer to exchange the Reporting Persons' shareholdings in DDS Technologies USA, Inc. for 4,000,000 shares of common stock of the Issuer.

Under the terms of the share exchange agreement, the Issuer received a majority of the outstanding shares of DDS Technologies USA, Inc. along with the business of DDS Technologies USA, Inc., which includes the North, South and Central American rights to the sale and distribution of a dry disaggregation technology.

The purpose of the transaction is to permit the business of DDS Technologies USA, Inc. to benefit from a public company vehicle with an existing trading symbol and for the Issuer to transition from a non-operating entity to an operating one.

In connection with the transaction, the size of the Issuer's Board will be increased to add three additional seats, with each of the new total of four seats filled by designees of DDS Technologies USA, Inc. (Ben Marcovitch, Dr. Jacques DeGroote, Umberto Manola and Dr. Marc Mallis). In addition, the following officers were designated by DDS Holdings under the terms of the share exchange agreement:

Ben Marcovitch

President and Chief Executive Officer

Joseph Fasciglione

Secretary, Treasurer, and Chief Financial Officer

In connection with the appointment of DDS Technologies USA, Inc. director and officer designees, Jon Erik Gundlach will resign as the sole director and officer of the Issuer.

Additionally, the Issuer is currently in the process of soliciting votes, pursuant to a written consent of shareholders, to approve a change of jurisdiction of incorporation of the Issuer from Florida to Nevada.

Except as set forth above, the Reporting Person does not have any plans or proposals that would result in: (a) the acquisition by any person of additional securities of the Issuer or the disposition of securities of the Issuer, (b) an extraordinary corporate transaction, such as a merger, reorganization or liquidation, involving the Issuer or any of its subsidiaries, (c) a sale or transfer of a material amount of assets of the Issuer or any of its subsidiaries, (d) any change in the present board of directors or management of the Issuer, including any plans or proposals to change the number or term of directors or to fill any existing vacancies on the board of directors of the Issuer, (e) any material change in the present capitalization or dividend policy of the Issuer, (f) any other material change in the Issuer's business or corporate structure, (g) changes in the Issuer's charter, bylaws or instruments corresponding thereto or other actions which may impede the acquisition of control of the Issuer by any person, (h) a class of securities of the Issuer to be delisted from a national securities exchange or to cease to be authorized to be quoted in an inter-dealer quotation system of a registered national securities association, (i) a class of equity securities of the Issuer becoming eligible for termination of registration pursuant to Section 12(g)(4) of the Act or (j) any action similar to any of those enumerated above.

## **ITEM 5. INTEREST IN SECURITIES OF THE ISSUER.**

As a result of the transaction referenced in Item 4, DDS Technologies Ltd. beneficially owns 4,000,000 shares of common stock of the Issuer. These shares constitute 21.93% of the currently outstanding common stock of the Issuer. Umberto Manola beneficially owns 2,400,000 shares of common stock, which constitutes 13.16% of the issued and outstanding shares, of the Issuer through his 60% ownership in DDS Technologies Ltd.

## **ITEM 6. CONTRACTS, ARRANGEMENTS, UNDERSTANDING OR RELATIONSHIP WITH RESPECT TO SECURITIES OF THE ISSUER.**

The Reporting Person has no contracts, arrangements, understandings or relationships with any person with respect to any securities of the Issuer, except for the Share Exchange Agreement by and among Fishtheworld Holdings, Inc., a Florida corporation, and a majority of the shareholders of DDS Technologies USA, Inc., a Delaware corporation, executed April 4, 2003. A copy of this agreement is attached hereto as an exhibit.

## **ITEM 7. MATERIAL TO BE FILED AS EXHIBITS.**

### **10.1 Share Exchange Agreement by and among Fishtheworld Holdings, Inc., a Florida corporation, and a majority of the shareholders of DDS Technologies USA, Inc. a Delaware corporation dated and executed as of April 4, 2003.**

## **SIGNATURE**

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

Dated: April 14, 2002

**DDS TECHNOLOGIES LTD.**

By: /s/ Umberto Manola  
Name: Umberto Manola  
Title: Authorized Person

**Umberto Manola**

By: /s/ Umberto Manola

## INDEX TO EXHIBITS

- 10.1 Share Exchange Agreement by and among Fishttheworld Holdings, Inc., a Florida corporation, and a majority of the shareholders of DDS Technologies USA, Inc. a Delaware corporation dated and executed as of April 4, 2003.

# SECURITIES EXCHANGE AGREEMENT

This **SECURITIES EXCHANGE AGREEMENT** is entered into as of the 4th day of April, 2003 by and among **Fishtheworld Holdings, Inc.**, a Florida corporation ("Fishtheworld"), and the persons identified on the signature page hereof (the "Transferors"), who collectively own all of the outstanding shares of capital stock of **DDS Technologies USA, Inc.**, a Delaware corporation ("DDS").

The parties wish to effect Fishtheworld's acquisition of DDS through the purchase of all the issued and outstanding capital stock of DDS from the Transferors on the terms and conditions set forth below. Accordingly, in consideration of the covenants, representations and warranties set forth herein, the parties, intending to be legally bound, agree as follows:

## 1.

### ***Definitions and Construction.***

#### 1.1

**Definitions.** As used in this Agreement, the following terms have the respective meanings set forth below:

"Adjudication" has the meaning set forth in Section 11.5.

"Affiliate" has the meaning set forth in Rule 405 under the Securities Act.

"Agreement" means this Securities Exchange Agreement, including the Schedules and Exhibits, as amended from time to time.

"Applicable Law" means, with respect to a referenced Person, any legislation, regulation, rule or procedure passed, adopted, implemented or amended by any Governmental Entity, or any notice of a decision, finding or action by any Governmental Entity, in each case to the extent it has become effective, binding on the Person, its assets or operations or applicable to the subject matter or its performance of this Agreement, from and after the date compliance therewith is mandated by the terms thereof.

"Board" means the board of directors of a referenced Person.

"Board Realignment" has the meaning set forth in Section 9.7.

"Business Day" means a day other than Saturday, Sunday, or any other day on which banks located in the State of Florida are authorized or obligated to close.

"Bylaws" means the bylaws or comparable organizational instrument of a referenced Person, as amended and in effect on the date hereof.

"Capital Shares" means the authorized shares of capital stock of a referenced Person having the right to participate in the distribution of earnings and assets of that Person.

"Charter" means certificate or articles of incorporation or comparable organizational instrument of a referenced Person, as amended and in effect on the date hereof.

"Closing," "Closing Date" and "Closing Notice" have the respective meanings set forth in Section 2.1.

"Code" means the United States Internal Revenue Code of 1986, as amended.

"Control Person" means any Person who controls or is controlled (within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act) by a Person.

"DDS" means DDS Technologies USA, Inc., a Delaware corporation, and its successors and permitted assigns.

"DDS Contracts" has the meaning set forth in Section 3.16.

"DDS Designees" means the three individuals designated in Annex A for appointment as directors of Fishtheworld pursuant to the Board Augmentation.

"DDS Financial Statements" means (a) the audited balance sheets of DDS as of October 31, 2002 and related audited statements of operations, comprehensive income, shareholders' equity and cash flows for each of the fiscal years ended October 31, 2002 and 2001 (the "Audited DDS Financial Statements"), accompanied by a report of independent auditors to the effect that the Audited DDS Financial Statements present fairly, in all material respects, the consolidated financial position of DDS at October 31, 2002, and the consolidated results of its operations and its cash flows for each of the fiscal years ended October 31, 2002 and 2001 in conformity with GAAP and (b) an unaudited consolidated balance sheet of DDS as of January 31, 2003 (the "DDS Balance Sheet") and related

statements of operations, comprehensive income and cash flows for the three months ended January 31, 2003 and 2002.

"DDS Plans" means the employee benefit plans identified on Schedule 3.23.

"DDS Property Rights" has the meaning set forth in Section 3.15.

"DDS Representatives" has the meaning set forth in Section 5.2.

"DDS Shares" means all of the Outstanding Capital Shares of DDS.

"Derivative Securities" means any securities that are convertible into or exchangeable for Capital Shares or any warrants, options or other rights to subscribe for or purchase Capital Shares or any such convertible or exchangeable securities.

"\$" means United States denominated dollars.

"EDGAR" means the SEC's electronic data gathering and retrieval system.

"Encumbrances" has the meaning set forth in Section 3.20.

"ERISA" means the United States Employee Retirement Income Security Act of 1974, as amended.

"Exchange Act" means the United States Securities Exchange Act of 1934, as amended, and the regulations promulgated thereunder.

"Fishtheworld" means Fishtheworld Industries, Inc., a Florida corporation, and its successors and permitted assigns.

"Fishtheworld Common Stock" means Fishtheworld's common stock, par value \$.0001 per share, now or hereafter Outstanding, or any Capital Shares or other securities of Fishtheworld issuable in exchange, conversion or substitution therefor.

"Fishtheworld Financial Statements" means the audited balance sheets of Fishtheworld as of December 31, 2002 and related audited statements of operations, comprehensive income, shareholders' equity and cash flows for each of the fiscal years ended December 31, 2002 and 2001 (the "Audited Fishtheworld Financial Statements"), accompanied by a report of independent auditors to the effect that the Audited Fishtheworld Financial Statements present fairly, in all material respects, the consolidated financial position of Fishtheworld at December 31,

2002, and the consolidated results of its operations and its cash flows for each of the fiscal years ended December 31, 2002 and 2001 in conformity with GAAP.

"Fishtheworld Representatives" has the meaning set forth in Section 5.1.

"Fishtheworld Shares" has the meaning set forth in Section 2.3.

"GAAP" means accounting principles generally accepted in the United States of America, consistently applied (except as reflected in the applicable notes to the financial statements involved).

"Governmental Entity" means any federal, state, local or foreign governmental board, body, commission, authority, agency, court or other administrative, judicial or legislative body.

"Intellectual Property Rights" means all legal, equitable or moral intellectual property or proprietary rights or benefits, including copyrights and materials in any media for which copyrights are held or asserted, moral rights, trademarks, patent rights (including patent applications and disclosures), rights of priority, mask and derivative work rights, know how and trade secret rights.

"Indemnified Person" means a Person claiming indemnification under Section 11.

"Indemnifying Person" means a Person against which a claim for indemnification is asserted under Section 11.

"Knowledge," "Known to" or any similar phrase means, with respect to any mater in question, that, with respect to DDS, a DDS Executive Officer, or, with respect to Fishtheworld, a Fishtheworld Executive Officer: (a) has actual knowledge of such fact or other matter, or (b) could be expected to discover or otherwise become aware of such fact or other matter in the course of conducting a reasonably comprehensive investigation concerning the existence of such fact or other matter. For purposes of this Agreement (i) DDS Executive Officer shall mean any of Ben Marcovitch and Joseph Fasciglione and (ii) a Fishtheworld Executive Officer shall mean Jon Gundlach.

"Liabilities" means judgments, penalties (including excise and similar taxes), fines and amounts paid in settlement, including in each case any interest assessments or other charges payable in connection therewith.

"Litigation Expenses" means reasonable expenses incurred in connection with a Proceeding, including attorneys' fees, retainers and disbursements, court costs, experts' fees, travel expenses and printing costs.

"Lockup Agreements" means the Lockup Agreement between Fishtheworld and certain shareholders identified on Schedule A hereto, in the form of Exhibit A.

"Management Realignment" has the meaning set forth in Section 9.8.

"Material Adverse Effect" means any material and adverse effect on the business, operations, properties, prospects or financial condition of a Person, including without limitation (a) initiation or public announcement of a tender or exchange offer for 50% or more of the Outstanding Capital Shares of Fishtheworld, (b) initiation or public announcement of a transaction that will result in a change of control of any Control Person of Fishtheworld, (c) commencement of proceedings for delisting Fishtheworld Common Stock on its Principal Market, (d) institution of a Proceeding against a Person before any Governmental Entity seeking damages in excess of \$20,000 or remedies that could materially adversely affect its operations and (e) initiation of a Material Action by a Person without the consent of the other Person. Notwithstanding the foregoing, the following shall not be a Material Adverse Effect: (i) this Agreement or the transactions contemplated hereby or the public announcement of this Agreement and the transactions contemplated hereby; (ii) the economy or securities markets in general; or (iii) Fishtheworld's or DDS' industry in general and not in whole or in any part significantly related specifically to Fishtheworld or DDS, as applicable.

"Material DDS Actions" and "Material Fishtheworld Actions" (collectively, "Material Actions") have the meaning set forth in Section 3.14 and Section 4.12, respectively.

"NASD" means the National Association of Securities Dealers, Inc.

"Outside Closing Date" means April 30, 2003 or such later date as the Parties may mutually determine.

"Outstanding" means, at any date as of which the number of issued and outstanding Capital Shares of any class is to be determined, all issued and outstanding Capital Shares of that class then directly or indirectly owned or held by or for the account of any Person other than the issuer thereof. References in this Agreement to Outstanding Capital Shares shall not include treasury shares.

"Party" means each of Fishtheworld, the Transferors and DDS.

"Person" means an individual, corporation, partnership, association, limited liability company, trust or other entity or organization, including a government or political subdivision or an agency or instrumentality thereof.

"Proceeding" means any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, arbitrative or investigative or any appeal therein.

"Registration Rights Agreement" means the Registration Rights Agreement between Fishtheworld and the Transferors in the form of Exhibit B, providing for the registration of Fishtheworld Shares for resale under the Securities Act.

"SEC" means the United States Securities and Exchange Commission.

"Securities Act" means the United States Securities Act of 1933, as amended, and the regulations promulgated thereunder.

"Termination Notice" has the meaning set forth in Section 12.4.

"Third Person Proceeding" means any Proceeding first threatened or initiated by a Person other than a Party or derivatively on behalf of a Party after the Closing Date.

"Transfer Agent" means [Corporate Stock Transfer], or any successor transfer agent for Fishtheworld Common Stock.

1.2

Construction. Unless otherwise expressly provided herein, all references to Sections, Schedules, Annexes or Exhibits refer to the corresponding sections, schedules, annex or exhibits to this Agreement. The Schedules and Exhibits are hereby incorporated in and made a part of this Agreement as if set forth in full herein. All capitalized terms used in the Schedules and Exhibits and not otherwise defined shall have the respective meanings ascribed to them in this Agreement.

2.

***Terms of the Transaction.***

2.1

Closing Date. The date on which the closing of the purchase and sale of the DDS Shares hereunder (the "Closing") shall be effective as of April 4, 2003 (the "Closing Date").

2.2

Purchase and Sale of the DDS Shares. On the terms and subject to the conditions of this Agreement, at the Closing Fishtheworld shall purchase from the Transferors, and the Transferors shall sell, assign, convey and deliver to Fishtheworld all of the DDS Shares, free and clear of all liens, claims, charges, restrictions, equities or encumbrances of any kind.

2.3

Consideration for the DDS Shares. In consideration for the DDS Shares, Fishtheworld shall issue and deliver to the Transferors at the Closing, one share of Fishtheworld Common Stock (the "Fishtheworld Shares") for each DDS Share, such consideration to be delivered to the Transferors in proportion to their respective ownership of DDS.

2.4

Closing Mechanics. At the Closing, (a) the Transferors shall deliver to Fishtheworld, certificates representing the DDS Shares, duly endorsed for transfer to Fishtheworld or accompanied by duly executed stock powers therefor, free and clear of all liens, claims, charges, restrictions, equities or encumbrances of any kind, together with any necessary stock transfer stamps, and (b) Fishtheworld shall deliver to the Transferors certificates registered in the name of the Transferors, representing the Fishtheworld Shares, bearing a legend reflecting their restricted status under the Securities Act.

2.5

Other Closing Transactions. At the Closing, the following transactions shall be consummated and deemed to occur simultaneously with the issuance and sale of the Fishtheworld Shares in consideration for the DDS Shares.

(a)

Board Realignment. The Board Realignment shall be implemented in accordance with Section 9.7.

(b)

Management Realignment. The Management Realignment shall be implemented in accordance with Section 9.8.

(c)

Registration Rights. Fishtheworld and the Transferors shall enter into the Registration Rights Agreement in accordance with Section 9.10.

(d)

Lockup Agreement. Fishtheworld and the parties identified in Schedule A shall enter into the Consulting Agreement and the Lockup Agreement in accordance with their terms.

3.

***Representations and Warranties of the Transferors.*** The Transferors, severally and not jointly, represent and warrant to Fishtheworld as set forth below, subject to the exceptions set forth in the Schedules.

3.1

Organization of DDS. DDS is a corporation duly organized and existing in good standing under the laws of its jurisdiction of incorporation and has all requisite corporate authority to own its properties and to carry on its business

as now being conducted. DDS is duly licensed to do business as a foreign corporation and is in good standing in every jurisdiction in which the nature of the business conducted or property owned by it makes licensure necessary, except where failure to so qualify would have no Material Adverse Effect on DDS. Except for DDS Holdings, Inc., DDS does not own all or any part of or control, directly or indirectly, any other business, corporation, joint venture, partnership or proprietorship.

3.2

Authority. The corporate Transferors have the requisite corporate power and authority to enter into this Agreement and to perform their respective obligations hereunder. The execution, issuance and delivery of this Agreement, the transfer and sale of the DDS Shares to Fishttheworld and the consummation by the Transferors of the transactions contemplated hereby have been duly authorized by all necessary corporate or other action, and no further consent or authorization is required by the Board of any corporate Transferor. This Agreement has been duly executed and delivered by the Transferors and constitutes a valid and binding obligation of each of them, enforceable against them in accordance with its terms, subject to applicable bankruptcy, insolvency or similar laws affecting the enforcement of creditors' rights and to other equitable principles of general application.

3.3

Capitalization. On the date hereof, DDS' authorized Capital Shares consist solely of 25,000,000 shares of Common Stock, par value \$0.0001 per share, of which 15,511,150 shares are Outstanding, and 1,000,000 shares of undesignated preferred stock, par value \$0.0001 per share, of which none are Outstanding. Except as set forth herein or in Schedule 3.3, (a) no Derivative Securities of DDS are Outstanding, (b) no Person has any agreement, right or commitment entitling it to acquire Derivative Securities from DDS and (c) there are no agreements or other instruments of any kind to which DDS or, to the Knowledge of DDS, any Person is a party relating to the voting of the DDS Shares, other than its Charter and Bylaws, or to the registration of its Capital Shares under the Securities Act. All of the DDS Shares have been duly and validly authorized and issued and are fully paid and nonassessable.

3.4

DDS Share Ownership. The Transferors have good and marketable title to the DDS Shares, free and clear of any liens, claims, encumbrances, security interests, options, charges and restrictions of any kind. Upon delivery to Fishttheworld of certificates representing the DDS Shares, Fishttheworld will acquire good and valid title thereto, free and clear of any liens, claims, encumbrances, security interests, options, charges and restrictions of any kind. Other than this Agreement, the DDS Shares are not subject to any agreement, arrangement, commitment or understanding that could impair Fishttheworld's rights thereto, including any restriction relating to the voting, dividend rights or disposition of the DDS Shares.

3.5

Investment Intent. Each of the Transferors is entering into this Agreement for its own account and not with a view to any distribution of the Fishttheworld Shares acquired by it, and it has no present arrangement to sell any of its Fishttheworld Shares to or through any Person, provided that this representation shall not be construed as an undertaking to hold any Fishttheworld Shares for any minimum or other specific term, and each of the Transferors reserves the right to dispose of its Fishttheworld Shares at any time in accordance with Applicable Law.

3.6

Exchange Act Registration. As of the date hereof, (a) the DDS Common Stock is registered under Section 12(g) of the Exchange Act, and (b) DDS is in full compliance with all reporting requirements of the Exchange Act.

3.7

SEC Documents and Financial Statements. DDS has filed on a timely basis all documents required to be filed by it with the SEC since January 1, 2000 (all such documents filed since January 1, 2000 and prior to the date hereof are referred to as the "DDS SEC Documents"). Complete and correct copies of the DDS SEC Documents have been made available to Fishtheworld. As of their respective dates, or if amended as of the date of the last such amendment, the DDS SEC Documents complied in all material respects with the requirements of the Securities Act or the Exchange Act, as the case may be (including all applicable rules and regulations promulgated by the SEC relating to DDS's audit committee), and none of the DDS SEC Documents as of the date thereof contained any untrue statement of a material fact or omitted to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading. Complete and accurate copies of the unaudited consolidated balance sheet, consolidated statements of operations, consolidated statements of stockholders' equity and consolidated statements of cash flows (together with any supplementary information thereto) of DDS, all as of and for the three-month period ended January 31, 2003 (the "DDS Interim Financial Information") have been provided to Fishtheworld. The DDS Financial Statements fairly present, in all material respects, the consolidated financial position of DDS, as of and for the respective dates thereof, and the consolidated results of its operations and its consolidated cash flows for the respective periods then ended (subject, in the case of the DDS Interim Financial Information, to normal year-end audit adjustments and to any other adjustments described therein) in conformity with GAAP during the periods involved (except as may be indicated therein or in the notes thereto and the DDS Interim Financial Information do not contain the footnotes required by GAAP). Since January 31, 2003, DDS has not made any change in the accounting practices or policies applied in the preparation of its financial statements, except as may be required by GAAP.

3.8

Sophistication. Each of the Transferors is a sophisticated investor, as described in Rule 506(b)(2)(ii) under the Securities Act, [and an accredited investor, as defined in Rule 501 of the Securities Act,] and has such experience in business and financial matters that it is capable of evaluating the merits and risks of an investment in the Fishtheworld Common Stock. The Transferors acknowledge that an investment in the Fishtheworld Common Stock is speculative and involves a high degree of risk.

3.9

Access to Information. Each of the Transferors has received or had access to all documents, records and other information pertaining to its investment in the Fishtheworld Common Stock that it has requested, including documents filed by Fishtheworld under the Exchange Act, and has been given the opportunity to meet or have telephonic discussions with the Fishtheworld Representatives, to ask questions of them, to receive answers concerning the terms and conditions of this investment and to obtain information that Fishtheworld possesses or can acquire without unreasonable effort or expense that is necessary to verify the accuracy of the information provided to the Transferors.

3.10

Manner of Sale. At no time were the Transferors presented with or solicited by or through any leaflet, public promotional meeting, television advertisement or any other form of general solicitation or advertising relating to Fishtheworld or any investment in the Fishtheworld Common Stock.

3.11

No Conflicts. The execution, delivery and performance of this Agreement by the Transferors and the consummation by the Transferors of the transactions contemplated hereby, including the sale and assignment of the DDS Shares, do not and will not (a) result in a violation of the Charter or Bylaws of the corporate Transferors, (b) conflict with or constitute a default (or an event that with notice or lapse of time or both would become a default) under, or give to others any rights of termination, amendment, acceleration or cancellation of, any material agreement, indenture, instrument or "lock-up" arrangement or similar provision of any underwriting or similar agreement to which a Transferor is a party, or (c) to the Knowledge of DDS, result in a violation of any Applicable Law, nor is DDS or the conduct of its business otherwise in violation of, conflict with or default under any of the foregoing, except for any violations, conflicts, defaults or rights of termination, amendment, acceleration or cancellation that would, individually or in the aggregate, have no Material Adverse Effect on DDS.

3.12

Consents. Except as set forth on Schedule 3.12, neither the execution, delivery or performance of this Agreement nor the consummation of the transactions provided for herein (a) requires a Transferor or DDS to obtain or make any consent, authorization, approval, registration or filing under a DDS Contract or any Applicable Law, judgment or decree, (b) will cause any acceleration of maturity of any note, instrument or other obligation to which any Transferor or DDS is a party or by which any of them is bound or with respect to which any of them is an obligor or guarantor or (c) will result in the creation or imposition of any lien, claim, charge, restriction, equity or encumbrance of any kind whatever upon or give to any other Person any interest or right (including any right of termination or cancellation) in or with respect to DDS Contract or the properties, assets or operations of DDS. Schedule 3.12 indicates, with respect to each consent listed thereon, whether it has been obtained as of the date hereof and, if not, when the Transferors reasonably expect it to be obtained.

3.13

No Undisclosed Liabilities. To the Knowledge of DDS, DDS has no material liabilities or obligations not reflected in the DDS Financial Statements, other than those incurred in the ordinary course of its business since the date of the most recent balance sheet included in the DDS Financial Statements and which, individually or in the aggregate, do not or would not have a Material Adverse Effect on DDS.

3.14

No Material Adverse Change. Since the date of the most recent balance sheet included in the DDS Financial Statements, no event or condition has occurred that could have a Material Adverse Effect on DDS. Except as set forth in Schedule 3.14, since the date of the most recent balance sheet included in the DDS Financial Statements, DDS has not (a) issued or repurchased any Capital Shares, issued any Derivative Securities or declared, set aside or paid any dividend or distribution on its Outstanding Capital Shares, (b) incurred any obligation (absolute or contingent) except current liabilities incurred in the ordinary course of business and obligations under the contracts in effect as of that date, (c) mortgaged, pledged or knowingly subjected to lien, charge or any other encumbrance, any of its assets, tangible or intangible, (d) sold or transferred any of its tangible or intangible assets, except to fund accounts payable and otherwise in the ordinary course of business, (e) canceled any material debts or claims or waived any material right, (f) paid or discharged any liabilities of any other Person, (g) sold, assigned or transferred any trademarks, trade names, copyrights, licenses, royalty agreements, proprietary registrations, know-how, trade secrets or other intangible assets, or granted any licenses with respect to any of the foregoing, (h) suffered or incurred any extraordinary expenses or losses, (i) paid or discharged any material obligation or liability, absolute or contingent, other than current liabilities incurred since January 31, 2003 in the ordinary course of business, (j) made any material change in the individual or

aggregate compensation in any form payable to any of its employees, directors or consultants, (k) entered into any material transaction of any kind except in the ordinary course of business, or entered into any transaction or agreement whatsoever with a Control Person of DDS, (l) made any material changes in their accounting principles or methods, or (m) agreed in writing or, to the Knowledge of DDS, orally to take any of the actions covered by this Section 3.14 (collectively, "Material DDS Actions").

3.15

Intellectual Property Rights. Schedule 3.15 sets forth a list and description of all Intellectual Property Rights owned or licensed by DDS, used by DDS prior to the date hereof or necessary for the conduct of DDS' business as presently conducted ("DDS Property Rights"). All of the DDS Property Rights are valid and enforceable against third parties. After the Closing Date, DDS will continue to have the right to use all the DDS Property Rights for the conduct of DDS' business in the same manner, media, fields of use and territories as presently utilized. Except as set forth on Schedule 3.15, DDS owns, is licensed to use or otherwise will have the right to use all of the DDS Property Rights in the ordinary course after the Closing Date. Except as indicated on Schedule 3.15, DDS owns the DDS Property Rights outright or is licensed to use them on an exclusive basis, in each case free and clear of all liens and encumbrances, and no other Intellectual Property Rights are necessary for the conduct of DDS' business as currently conducted. To the Knowledge of DDS, the conduct of DDS' business as presently conducted and the use of the DDS Property Rights and other assets following the Closing Date does not and will not infringe on the Intellectual Property Rights of any other Person. There is no pending or, to the Knowledge of DDS, threatened infringement claims against DDS.

3.16

Contracts. Except as set forth on Schedule 3.16, DDS is not a Party to or is bound by any:

(a) employment or consulting agreement or arrangement that has an aggregate future liability in excess of \$20,000 and is not terminable by DDS by notice of not more than six months for a cost of less than \$20,000;

(b)

employee collective bargaining contract with any labor union;

(c)

covenant not to compete or other covenant restricting the operations of DDS;

(d)

agreement or arrangement with any current or former officer, director or employee of DDS or any Affiliate of DDS, other than employment agreements covered by Section 3.16(a);

(e)

agreement or arrangement designed to shift risk relating to currency, interest rate or other price fluctuations involving notional amounts in excess of \$50,000;

(f)

lease or similar agreement with any Person under which (i) DDS is lessee of, or holds or uses, any machinery, equipment, vehicle or other tangible personal property owned by any Person or (ii) DDS is a lessor or sublessor of, or makes available for use by any Person, any tangible personal property owned or leased by DDS, in each case which has an aggregate future liability or receivable, as the case may be, in excess of \$20,000 and is not terminable at DDS' election on less than six months' notice for a cost of less than \$20,000;

(g)

agreement or arrangement for the future purchase or receipt of materials, supplies, equipment or services, which has an aggregate future liability to DDS in excess of \$20,000 and is not terminable at DDS' election on less than six months' notice for a cost of less than \$20,000;

(h)

material license, option or other agreement or arrangement relating in whole or in part to the DDS Property Rights listed on Schedule 3.15;

(i)

agreement, instrument or arrangement under which DDS has borrowed any money from, or issued any note, bond, debenture or other evidence of indebtedness to, any Person, which individually is in excess of \$20,000;

(j)

agreement, instrument or arrangement under which (i) any Person has directly or indirectly guaranteed indebtedness, liabilities or obligations of DDS or (ii) DDS has directly or indirectly guaranteed indebtedness, liabilities or obligations of any Person (in each case other than endorsements for the purpose of collection in the ordinary course of business), which individually is in excess of \$20,000;

(k)

agreement, instrument or arrangement under which DDS has, directly or indirectly, made any advance, loan, extension of credit or capital contribution to, or other investment in, any Person, which individually is in excess of \$20,000;

(l)

agreement, instrument or arrangement providing for indemnification of any Person against claims or liabilities relating to any current or former business of DDS or any predecessor of DDS; or

(m)

other agreement, instrument or arrangement to which DDS is a party or by or to which it or any of its assets or business is bound or subject, having an aggregate future liability to any Person in excess of \$20,000 and is not terminable at DDS' election upon less than six months' notice for a cost of less than \$20,000.

Enforceability of DDS Contracts. Except as set forth on Schedule 3.17, to the Knowledge of DDS, (a) all agreements, instruments and arrangements listed or required to be listed in Schedule 3.17 or any other Schedule contemplated by Section 3 (collectively, the "DDS Contracts") are valid, binding and in full force and effect and are enforceable by DDS in accordance with its terms, (b) DDS has performed all its material obligations to date under all DDS Contracts to which it is a party or is otherwise bound or subject, (c) DDS is not (with or without the lapse of time or the giving of notice, or both) in breach or default in any material respect under the DDS Contracts, (d) no other Person to any of the DDS Contracts has notified DDS of the counterparty's belief that DDS is or is likely to become in breach or default in any material respect thereunder or of the counterparty's intention to accelerate or modify in a manner adverse to DDS any obligations or rights thereunder and (e) no other Person to any of the DDS Contracts is (with or without the lapse of time or the giving of notice, or both) in breach or default in any material respect thereunder.

3.18

Litigation and Other Proceedings. There are no Proceedings pending or, to the Knowledge of DDS, threatened against DDS that might have a Material Adverse Effect on DDS, and there are no judgments, orders, writs, injunctions, decrees or awards issued by or, to the Knowledge of DDS, requested by any Governmental Entity that might have a Material Adverse Effect on DDS.

3.19

Tax and Other Returns and Reports. Except as disclosed on Schedule 3.19, (a) all national, state and local tax returns, reports and statements required to be filed by DDS have been filed with the appropriate Governmental Entities in all jurisdictions in which the returns, reports and statements are required to be filed, and all such returns, reports and statements properly reflect the tax liabilities of DDS for the periods, properties or events covered thereby, (b) all national, state and local taxes, assessments, interest, penalties, deficiencies, fees and other governmental charges or impositions have been properly accrued or paid, (c) DDS has not received any notice of assessment or proposed assessment by any taxing authority in connection with any of its tax returns, and there are no pending tax examinations of or tax claims asserted against DDS or any of its assets or properties, (d) there are no tax liens on any of DDS' assets, and (e) DDS has no Knowledge of any basis for any additional assessment of any taxes on DDS.

3.20

Title to Assets; Absence of Liens and Encumbrances. DDS owns or has a valid leasehold interest in all its material assets and property reflected in the DDS proforma balance sheet included in the DDS Financial Statements, except assets and property disposed of after January 31, 2003 in the ordinary course of business and consistent with past practice. Except as set forth on Schedule 3.20, none of such assets or properties is subject to any material defects of title, mortgage, pledge, lien, security interest, lease, charge, encumbrance, objection or joint ownership (collectively, "Encumbrances"). Except as set forth on Schedule 3.20, the facilities, machinery, furniture, office and other equipment of DDS that are used in its business are sufficient for the operations of DDS as currently conducted are in good operating condition and repair, subject only to the ordinary wear and tear. DDS is not in material default under the DDS Contracts governing any Encumbrances to which it or its properties and assets are subject.

3.21

Compliance with Applicable Laws. To the Knowledge of DDS, DDS is in compliance in all material respects with all Applicable Laws affecting its business or operations, including those relating to occupational health and safety, and to the Knowledge of DDS, DDS has received no communication during the past two years from a Governmental Entity alleging that DDS has failed to comply in any material respect with any Applicable Laws.

3.22

Employee and Labor Matters. To the Knowledge of DDS, DDS has made all payments and performed all material acts, if any, required to be complied with and has complied in all material respects with the applicable provisions, if any, of all Applicable Laws affecting employee and labor matters.

3.23

Benefit Plans. DDS currently maintains the employee benefit plans described on Schedule 3.23. Each listed plan (a) to the Knowledge of DDS has been administered and operated in accordance with Applicable Laws and (b) has received all contributions required to be made thereunder by DDS and any predecessors. For each listed plan, DDS has delivered to Fishtheworld copies of (i) the plan document setting forth the terms and conditions of the plan, (ii) any the trust agreement established under the plan, (iii) any investment or insurance contracts under the trust, (iv) the latest determination letter or an opinion from the applicable Governmental Entity about the qualified status of the plan under Applicable Law and (v) any annual reports required by Applicable Law for the last three completed plan years. Any contributions to health plans required to be made by employees of DDS has been paid in accordance the policies therefor.

3.24

Insurance. DDS maintain policies of fire and casualty, liability and other forms of insurance in amounts, with deductibles and against risks and losses that are, in the DDS' judgment, reasonable for the business and assets of DDS. The insurance policies maintained by DDS are listed on Schedule 3.24. All listed policies are in full force and effect, all premiums due and payable thereon have been paid, and no notice of cancellation or termination has been received thereunder. To the Knowledge of DDS, the activities and operations of DDS have been conducted in a manner conforming in all material respects to all applicable provisions of the listed insurance policies.

3.25

Transactions with Affiliates. Except as set forth on Schedule 3.25, there is no transaction, and no transaction is now proposed, to which DDS was or is to be a party and in which any of its officers, directors or shareholders or any of their Affiliates had or has a direct or indirect material interest.

3.26

Bank Accounts; Powers of Attorney; etc. Except as set forth on Schedule 3.26, there are no (a) safe deposit boxes, bank accounts, brokerage accounts or similar arrangements maintained by or for the account of DDS with any bank, financial institution or other Person or (b) any outstanding powers of attorney or other authorizations issued by DDS to DDS, any bank or financial institution or any other Person.

3.27

Fees. No Person acting on behalf of DDS or any of its Affiliates is entitled to any brokerage fees or commissions of any nature directly or indirectly from DDS in connection with any of the transactions contemplated hereby.

3.28

**Disclosure.** No representation or warranty of the Transferors contained in this Agreement, and no statement contained in any document, certificate or Schedule to this Agreement delivered to Fishtheworld in connection herewith by DDS, its Affiliates or any Person acting on its or their behalf contains any untrue statement of a material fact or omits to state any material fact necessary, in light of the circumstances under which it was made, in order to make those statements not misleading.

#### 4.

***Representations and Warranties of Fishtheworld.*** Fishtheworld represents and warrants to the Transferors as set forth below, subject to the exceptions set forth in the Schedules.

##### 4.1

**Organization of Fishtheworld.** Fishtheworld is a corporation duly organized and existing in good standing under the laws of the State of Florida and has all requisite corporate authority to own its properties and to carry on its business as now being conducted. Fishtheworld is duly qualified to do business as a foreign corporation and is in good standing in every jurisdiction in which the nature of the business conducted or property owned by it makes qualification necessary, except where failure to so qualify would have no Material Adverse Effect on Fishtheworld. Fishtheworld does not own all or any part of or control, directly or indirectly, any other business, corporation, joint venture, partnership or proprietorship.

##### 4.2

**Authority.** Fishtheworld has the requisite corporate power and authority to enter into and perform its obligations under this Agreement and to issue the Fishtheworld Shares. The execution, issuance and delivery of this Agreement, the issuance of the Fishtheworld Shares and the consummation by Fishtheworld of the transactions contemplated hereby have been duly authorized by all necessary corporate action, and no further consent or authorization is required by its Boards or its shareholders. This Agreement and the other agreements delivered or to be delivered by Fishtheworld have been or will be at Closing duly executed and delivered by Fishtheworld and constitute valid and binding obligations of Fishtheworld, enforceable against it in accordance with their terms, subject to applicable bankruptcy, insolvency or similar laws affecting the enforcement of creditors' rights and to other equitable principles of general application.

##### 4.3

**Capitalization.** On the date hereof, Fishtheworld's authorized Capital Shares consist solely of 100,000,000 shares of Fishtheworld Common Stock, of which 10,000,000 shares are Outstanding, and 10,000,000 shares of undesignated preferred stock, none of which is Outstanding. Except as set forth herein or in Schedule 4.3, (i) no Derivative Securities of Fishtheworld are Outstanding, (ii) no Person has any agreement, right or commitment entitling it to acquire Derivative Securities from Fishtheworld and (iii) there are no agreements or other instruments of any kind to which Fishtheworld or, to its Knowledge, any Person is a party relating to the voting of its Capital Shares, other than its Charter and Bylaws, or to the registration of its Capital Shares under the Securities Act. All of the shares of Fishtheworld Common Stock that are Outstanding on the date of this Agreement have been duly and validly authorized and issued and are fully paid and nonassessable.

##### 4.4

Exchange Act and Securities Act Registration. As of the date hereof, (a) the Fishtheworld Common Stock is registered under Section 12(g) of the Exchange Act, and (b) Fishtheworld is in full compliance with all reporting requirements of the Exchange Act. Fishtheworld's registration statement on Form SB-2 under the Securities Act (SEC File Number 333-97773) has been declared effective and no stop-order has been issued with respect to such registration statement.

4.5

Valid Issuance. Assuming the accuracy of the representations and warranties of the Transferors in Section 3, both at the date hereof and at the time of issuance, the issuance and sale of the Fishtheworld Shares will be exempt from registration under the Securities Act in reliance upon Section 4(2) thereof or Regulation D thereunder and, when delivered in accordance with the terms hereof, the Fishtheworld Shares shall be duly and validly issued, fully paid and nonassessable. Neither the issuance and sale of the Fishtheworld Shares pursuant to this Agreement nor Fishtheworld's performance of its other obligations hereunder will (i) result in the creation or imposition of any liens, charges, claims or other encumbrances upon the Fishtheworld Shares or any of the assets of Fishtheworld or (ii) entitle the holders of Outstanding Capital Shares to preemptive or other rights to subscribe to or acquire additional Capital Shares or other securities of Fishtheworld. The Transferors will not be subject to personal liability solely by reason of their ownership or possession of the Fishtheworld Shares.

4.6

No General Solicitation or Advertising. Neither Fishtheworld nor any of its Affiliates nor any distributor or any person acting on its or their behalf (a) has conducted or will conduct any general solicitation, as that term is used in Rule 502(c) under the Securities Act, or any general advertising with respect to any of the Fishtheworld Shares or (b) made any offers or sales of any security or solicited any offers to buy any security under any circumstances that would require Fishtheworld to register the issuance of the Fishtheworld Shares under the Securities Act.

4.7

No Integrated Offering. Neither Fishtheworld or its Affiliates nor any Person acting on its or their behalf has, directly or indirectly, made any offers or sales of any security or solicited any offers to buy any security, other than pursuant to this Agreement, under circumstances that would require the issuance of the Fishtheworld Shares to be registered under the Securities Act.

4.8

No Conflicts. The execution, delivery and performance of this Agreement by Fishtheworld and the consummation by Fishtheworld of the transactions contemplated hereby, including the issuance of the Fishtheworld Shares, do not and will not (a) result in a violation of its Charter or Bylaws, (b) conflict with or constitute a default (or an event that with notice or lapse of time or both would become a default) under, or give to others any rights of termination, amendment, acceleration or cancellation of, any material agreement, indenture, instrument or "lock-up" arrangement or similar provision of any underwriting or similar agreement to which Fishtheworld is a party, or (c) result in a violation of any Applicable Law, nor is Fishtheworld or the conduct of its business otherwise in violation of, conflict with or default under any of the foregoing, except for any violations, conflicts, defaults or rights of termination, amendment, acceleration or cancellation that would, individually or in the aggregate, have no Material Adverse Effect on Fishtheworld.

4.9

Consents. Assuming the accuracy of the representations and warranties of the Transferors in Section 3 both at the date hereof and on the Closing Date, Fishtheworld is not required by Applicable Law to obtain any consent, authorization or order of any Governmental Entity or to make any filing or registration with any Governmental Entity in connection with its execution, delivery or performance of its obligations under this Agreement, other than the filing of (a) any notices that may be required under state securities laws subsequent to the Closing, and (b) an Information Statement with the SEC under Rule 14f-1 under the Exchange Act, in connection with the notice of the Board Augmentation.

4.10

SEC Documents and Financial Statements. Except as indicated on Schedule 4.10, Fishtheworld has filed on a timely basis all documents required to be filed by it with the SEC since January 1, 2000 (all such documents filed since January 1, 2000 and prior to the date hereof are referred to as the "Fishtheworld SEC Documents"). Complete and correct copies of the Fishtheworld SEC Documents have been made available to the Transferors. As of their respective dates, or if amended as of the date of the last such amendment, the Fishtheworld SEC Documents complied in all material respects with the requirements of the Securities Act or the Exchange Act, as the case may be (including all applicable rules and regulations promulgated by the SEC relating to Fishtheworld's audit committee), and none of the Fishtheworld SEC Documents as of the date thereof contained any untrue statement of a material fact or omitted to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading. The Fishtheworld Financial Statements fairly present, in all material respects, the consolidated financial position of Fishtheworld, as of and for the respective dates thereof, and the consolidated results of its operations and its consolidated cash flows for the respective periods then ended in conformity with GAAP during the periods involved (except as may be indicated therein or in the notes thereto). Since December 31, 2002, Fishtheworld has not made any change in the accounting practices or policies applied in the preparation of its financial statements, except as may be required by GAAP.

4.11

No Undisclosed Liabilities. Fishtheworld has no material liabilities or obligations not reflected in the Fishtheworld Financial Statements, other than those incurred in the ordinary course of Fishtheworld's business since December 31, 2002 and which, individually or in the aggregate, do not or would not have a Material Adverse Effect on Fishtheworld.

4.12

No Material Adverse Change. Since December 31, 2002, no event or condition has occurred that could have a Material Adverse Effect on Fishtheworld. Except as set forth in Schedule 4.12, since December 31, 2002, Fishtheworld has not (a) issued or repurchased any Capital Shares, issued any Derivative Securities or declared, set aside or paid any dividend or distribution on Outstanding Capital Shares, (b) incurred any obligation (absolute or contingent) except current liabilities incurred in the ordinary course of business and obligations under the contracts in effect as of that date, (c) mortgaged, pledged or knowingly subjected to lien, charge or any other encumbrance, any of its assets, tangible or intangible, (d) sold or transferred any of its tangible or intangible assets, except to fund accounts payable and otherwise in the ordinary course of business, (e) canceled any material debts or claims or waived any material right, (f) paid or discharged any liabilities of any other Person, (g) sold, assigned or transferred any trademarks, trade names, copyrights, licenses, royalty agreements, proprietary registrations, know-how, trade secrets or other intangible assets, or granted any licenses with respect to any of the foregoing, (h) suffered or incurred any extraordinary expenses or losses, (i) paid or discharged any material obligation or liability, absolute or contingent, other than current liabilities incurred since December 31, 2002 in the ordinary course of business, (j) made any material change in the individual or aggregate compensation in any form payable to any of its employees, directors or consultants, (k) entered into any material transaction of any kind except in the ordinary course of business, or entered into any transaction or agreement whatsoever with a Control Person of Fishtheworld, (l) made any material changes in its accounting principles or

methods or (m) agreed in writing or, to the best knowledge of Fishtheworld, orally to take any of the actions covered by this Section 4.12 (collectively, "Material Fishtheworld Actions").

4.13

Trademarks, Trade Names and Licenses. Fishtheworld owns the trademarks, trade names and registrations therefor listed in Schedule 4.13. Except as set forth in Schedule 4.13, (a) Fishtheworld has not granted licenses or other rights to use its trademarks, trade names or registrations, (b) no other trademarks, trade names or registrations are either owned or licensed by Fishtheworld and (c) to the best knowledge of Fishtheworld, the operations of Fishtheworld do not infringe on the trademarks and trade names of any Person, and no pending or threatened claim has been made to the contrary.

4.14

Litigation and Other Proceedings. Except as set forth in Schedule 4.14, there are no Proceedings pending or, to Fishtheworld's knowledge, threatened against Fishtheworld that might have a Material Adverse Effect on Fishtheworld, and there are no judgments, orders, writs, injunctions, decrees or awards issued by or, to Fishtheworld's knowledge, requested by any Governmental Entity that might have a Material Adverse Effect on Fishtheworld.

4.15

Contracts. Except as set forth on Schedule 4.15, Fishtheworld is not a party to or is bound by any:

(a)

employment or consulting agreement or arrangement;

(b)

employee collective bargaining contract with any labor union;

(c)

covenant not to compete or other covenant restricting the operations of Fishtheworld;

(d)

agreement or arrangement with any current or former officer, director or employee of Fishtheworld or any Affiliate of Fishtheworld, other than employment agreements covered by Section 4.15(a);

(e)

agreement or arrangement designed to shift risk relating to currency, interest rate or other price fluctuations;

(f)

lease or similar agreement with any Person under which (i) Fishtheworld is lessee of, or holds or uses, any machinery, equipment, vehicle or other tangible personal property owned by any Person or (ii) Fishtheworld is a lessor or

sublessor of, or makes available for use by any Person, any tangible personal property owned or leased by Fishtheworld;

(g)

agreement or arrangement for the future purchase or receipt of materials, supplies, equipment or services;

(h)

agreement, instrument or arrangement under which Fishtheworld has borrowed any money from, or issued any note, bond, debenture or other evidence of indebtedness to, any Person;

(i)

agreement, instrument or arrangement under which (i) any Person has directly or indirectly guaranteed indebtedness, liabilities or obligations of Fishtheworld or (ii) Fishtheworld has directly or indirectly guaranteed indebtedness, liabilities or obligations of any Person (in each case other than endorsements for the purpose of collection in the ordinary course of business);

(j)

agreement, instrument or arrangement under which Fishtheworld has, directly or indirectly, made any advance, loan, extension of credit or capital contribution to, or other investment in, any Person;

(k)

agreement, instrument or arrangement providing for indemnification of any Person against claims or liabilities relating to any current or former business of Fishtheworld or any predecessor of Fishtheworld; or

(l)

other agreement, instrument or arrangement to which Fishtheworld is a party or by or to which it or any of its assets or business is bound or subject.

4.16

Enforceability of Fishtheworld Contracts. Except as set forth on Schedule 4.16, (a) all agreements, instruments and arrangements listed or required to be listed in Schedule 4.15 or any other Schedule contemplated by Section 4 (collectively, the "Fishtheworld Contracts") are valid, binding and in full force and effect and are enforceable by Fishtheworld in accordance with its terms, (b) Fishtheworld has performed all its material obligations to date under all Fishtheworld Contracts to which it is a party or is otherwise bound or subject, (c) Fishtheworld is not (with or without the lapse of time or the giving of notice, or both) in breach or default in any material respect under any Fishtheworld Contracts, (d) no other Person to any of Fishtheworld Contracts has notified Fishtheworld of the counterparty's belief that Fishtheworld is or is likely to become in breach or default in any material respect thereunder or of the counterparty's intention to accelerate or modify in a manner adverse to Fishtheworld any obligations or rights thereunder and (e) no other party to any of Fishtheworld Contracts is (with or without the lapse of time or the giving of notice, or both) in breach or default in any material respect thereunder.

4.17

Tax and Other Returns and Reports. Except as disclosed on Schedule 4.17, (a) all national, state and local tax returns, reports and statements required to be filed by Fishtheworld has been filed with the appropriate Governmental Entities in all jurisdictions in which the returns, reports and statements are required to be filed, and all such returns, reports and statements properly reflect the tax liabilities of Fishtheworld for the periods, properties or events covered thereby, (b) all national, state and local taxes, assessments, interest, penalties, deficiencies, fees and other governmental charges or impositions have been properly accrued or paid, (c) Fishtheworld has not received any notice of assessment or proposed assessment by any taxing authority in connection with any of its tax returns, and there are no pending tax examinations of or tax claims asserted against Fishtheworld or any of its assets or properties, (d) there are no tax liens on any of Fishtheworld's assets, and (e) Fishtheworld has no knowledge of any basis for any additional assessment of any taxes on Fishtheworld.

4.18

Title to Assets; Absence of Liens and Encumbrances. Fishtheworld owns or has a valid leasehold interest in all its material assets and property reflected in the Fishtheworld Financial Statements, except assets and property disposed of after December 31, 2002 in the ordinary course of business and consistent with past practice. Except as set forth on Schedule 4.18, none of such assets or properties is subject to any material Encumbrances. Except as set forth on Schedule 4.18, the facilities, machinery, furniture, office and other equipment of Fishtheworld that are used in its business are sufficient for the operations of Fishtheworld as currently conducted are in good operating condition and repair, subject only to the ordinary wear and tear. Fishtheworld is in no material default under Fishtheworld Contracts governing any Encumbrances to which it or its properties and assets are subject.

4.19

Compliance with Applicable Laws. Except as set forth on Schedule 4.19, Fishtheworld is in compliance in all material respects with all Applicable Laws affecting its business or operations, including those relating to occupational health and safety, and Fishtheworld has received no communication during the past two years from a Governmental Entity alleging that it has failed to comply in any material respect with any Applicable Laws.

4.20

Employee and Labor Matters. Fishtheworld has made all payments and performed all material acts, if any, required to be complied with and have complied in all material respects with the applicable provisions, if any, of ERISA, the Code and any related or similar Applicable Laws affecting employee and labor matters. Fishtheworld has neither unfunded liability nor accumulated funding deficiency (within the meaning of ERISA) with respect to any employee plan. All benefits payable under any terminated employee pension benefit plan (as that term is defined in Section 3(2)(A) of ERISA) previously maintained by Fishtheworld or any predecessor or to which it or any predecessor has previously contributed have been paid in full, and Fishtheworld has no unfunded liability in respect thereof to the Pension Benefit Guaranty Corporation, similar Governmental Entity or to the participants in the plan or to the beneficiaries of those participants. Each terminated plan, if any, was terminated in accordance with Applicable Laws, and any agreements relating thereto have been terminated without liability to Fishtheworld.

4.21

Benefit Plans. Fishtheworld currently maintains the employee benefit plans described on Schedule 4.21. Each listed plan (a) is qualified under the applicable provisions of the Code, (b) has been administered and operated in accordance

with the applicable provisions of ERISA and the Code and (c) has received all contributions required to be made thereunder by Fishtheworld and any predecessors. For each listed plan, Fishtheworld has delivered to the DDS copies of (i) the plan document setting forth the terms and conditions of the plan, (ii) any the trust agreement established under the plan, (iii) any investment or insurance contracts under the trust, (iv) the latest determination letter or an opinion from the applicable Governmental Entity about the qualified status of the plan under the Code or other Applicable Law and (v) any annual reports required by Applicable Law for the last three completed plan years. Any contributions to health plans required to be made by employees of Fishtheworld has been paid in accordance the policies therefor.

4.22

Insurance. Fishtheworld maintains policies of fire and casualty, liability and other forms of insurance in amounts, with deductibles and against risks and losses that are, in Fishtheworld's judgment, reasonable for the business and assets of Fishtheworld. The insurance policies maintained by Fishtheworld are listed on Schedule 4.22. All listed policies are in full force and effect, all premiums due and payable thereon have been paid, and no notice of cancellation or termination has been received thereunder. The activities and operations of Fishtheworld have been conducted in a manner conforming in all material respects to all applicable provisions of the listed insurance policies.

4.23

Transactions with Affiliates. Except as set forth on Schedule 4.23, there is no transaction, and no transaction is now proposed, to which Fishtheworld was or is to be a party and in which any of its officers, directors or shareholders or any of their Affiliates had or has a direct or indirect material interest.

4.24

OTCBB Quotation. Fishtheworld's shares of common stock are authorized for quotation on the NASDAQ Over-the-Counter Bulleting Board ("OTCBB") (Symbol:FSHW). Fishtheworld has received no communication, whether, oral, written or electronic, that the NASD has suspended or taken any steps to initiate any trading suspension with respect to the Fishtheworld Shares.

4.25

Fees. No Person acting on behalf of Fishtheworld or any of its Affiliates is entitled to any brokerage fees or commissions of any nature directly or indirectly from Fishtheworld or its Affiliates in connection with any of the transactions contemplated hereby.

4.26

Disclosure. No representation or warranty of Fishtheworld contained in this Agreement, and no statement contained in any document, certificate or Schedule to this Agreement delivered to the Transferors in connection herewith by Fishtheworld, its Affiliates or any Person acting on its or their behalf contains any untrue statement of a material fact or omits to state any material fact necessary, in light of the circumstances under which it was made, in order to make those statements not misleading.

5.

***Diligence and Disclosure Matters.***

5.1

Fishtheworld's Due Diligence Review. The Transferors shall cause DDS to make available for inspection and review by Fishtheworld and its advisors and representatives (collectively, "Fishtheworld Representatives") copies of all records of DDS reasonably requested by them for conducting their due diligence review in connection with the transactions contemplated by this Agreement.

5.2

DDS' Due Diligence Review. Fishtheworld shall make available for inspection and review by DDS and its advisors and representatives (collectively, "DDS Representatives") copies of all records of Fishtheworld reasonably requested by them for conducting their due diligence review in connection with the transactions contemplated by this Agreement.

5.3

Supplemental Disclosure. Each Party shall have the continuing obligation until the Closing to promptly supplement or amend its Schedules to reflect any matter hereafter arising or discovered that, if existing or known at the date of this Agreement, would have been required to be set forth or described in the Schedules, provided that no supplement or amendment to the Schedules delivered more than five (5) business days after the date of this Agreement shall have any effect for the purpose of determining the satisfaction of the conditions set forth in Section 8 or Section 9.

5.4

Intentionally Omitted.

5.5

Information Statement. Fishtheworld covenants that on the date filed with the SEC and on the date first sent or given to shareholders, the Information Statement shall not contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances in which they were made, not misleading. DDS shall provide for use in the Information Statement all information about DDS and its Affiliates reasonably necessary for the Information Statement to comply as to form in all material respects with the relevant provisions of the Exchange Act. DDS covenants that on the date the Information Statement is filed with the SEC and on the date it is first sent to Fishtheworld's shareholders, the information provided in writing by DDS or its Affiliates for use therein shall not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary in order to make the statements related thereto contained in the Information Statement, in light of the circumstances in which they were made, not misleading. DDS and its counsel shall be given a reasonable opportunity to review and comment upon the Information Statement and all amendments and supplements thereto prior to their filing with the SEC or dissemination to Fishtheworld's shareholders. Fishtheworld shall provide DDS and its counsel with any comments Fishtheworld or its counsel may receive from the SEC or its staff with respect to the Information Statement promptly after the receipt thereof.

5.6

Reasonable Efforts. Subject to the terms and conditions of this Agreement, each Party shall use all reasonable efforts to cause the Closing to occur by the Outside Closing Date.

5.7

**Further Assurances.** From time to time, as and when requested by a Party, the other Parties shall execute and deliver, or cause to be executed and delivered, all documents and instruments and shall take all actions (subject to the other provisions of this Agreement) as the other Parties may reasonably deem necessary or desirable to consummate the transactions contemplated by this Agreement.

6.

**Conduct of DDS Business Pending Closing.** From the date of this Agreement to the Closing, unless otherwise approved in writing by Fishtheworld, the Transferors shall cause DDS to conduct its business in accordance with the provisions of this Section 6.

6.1

**Corporate Existence.** The Transferors shall cause DDS to take all steps necessary to preserve and continue its corporate existence and franchises.

6.2

**Conduct of Operations.** The Transferors shall cause DDS to conduct its operations in the ordinary and usual courses of business, as currently conducted, and shall not take or agree to take any Material DDS Action except as provided in this Agreement.

6.3

**Preservation of Representations.** The Transferors shall not take any action that (a) if taken on or before the date hereof, would make any of their representations and warranties in Section 3 untrue or (b) would interfere with their ability to perform its obligations under this Agreement.

6.4

**Procuring Approvals.** The Transferors shall use their best efforts to cause DDS to obtain all licenses, consents or other approvals required to be obtained from any Person in connection with the transactions contemplated by this Agreement.

6.5

**Delivery of Periodic Reports.** The Transferors shall cause DDS to promptly deliver to Fishtheworld, upon release to wire services or filing under EDGAR, copies of all its press releases and Exchange Act filings.

6.6

**Exclusivity.** Between the date of this Agreement and the earlier to occur of the Closing or the termination of this Agreement in accordance with Section 12, no Transferor nor any Person acting on their behalf shall initiate, encourage, solicit or agree to any offer from any Person other than Fishtheworld regarding any merger, sale of securities, sale of assets or similar transaction involving DDS or any transaction that could be expected to impede,

delay, interfere with, prevent or dilute the benefits to Fishtheworld of the transactions contemplated hereby, unless (a) the DDS Board determines in good faith based on written advice of its outside legal counsel that the action is necessary for the Board to comply with its fiduciary duties to shareholders under Applicable Law, and (b) prior to entering into those negotiations, DDS provides written notice to Fishtheworld that includes the terms of the proposal, the identity of the Person making the proposal and the fact that clause (a) of this Section 6.5 have been satisfied.

## 7.

***Conduct of Fishtheworld Business Pending Closing.*** From the date of this Agreement to the Closing, unless otherwise approved in writing by DDS, Fishtheworld shall conduct its business in accordance with the provisions of this Section 7.

### 7.1

**Preservation of Representations.** Fishtheworld shall not take any action that (a) if taken on or before the date hereof, would make any of its representations and warranties in Section 4 untrue or (b) would interfere with its ability to perform its obligations under this Agreement.

### 7.2

**Procuring Approvals.** Fishtheworld shall use its best efforts to obtain all licenses, consents or other approvals required to be obtained by it from any Person in connection with the transactions contemplated by this Agreement. As soon as practicable after the date hereof, Fishtheworld shall mail copies of the definitive Information Statement to its shareholders.

### 7.3

**Delivery of Periodic Reports.** Fishtheworld shall promptly deliver to DDS, upon release to wire services or filing under EDGAR, copies of all its press releases and Exchange Act filings.

### 7.4

**Exclusivity.** Between the date of this Agreement and the earlier to occur of the Closing or the termination of this Agreement in accordance with Section 12, neither Fishtheworld nor any Person acting on its behalf shall initiate, encourage, solicit or agree to any offer from any Person other than DDS regarding any merger, sale of securities, sale of assets or similar transaction involving Fishtheworld or any transaction that could be expected to impede, delay, interfere with, prevent or dilute the benefits to DDS of the transactions contemplated hereby, unless (a) the Fishtheworld Board determines in good faith based on written advice of its outside legal counsel that the action is necessary for the Board to comply with its fiduciary duties to shareholders under Applicable Law, and (b) prior to entering into those negotiations, Fishtheworld provides written notice to DDS that includes the terms of the proposal, the identity of the Person making the proposal and the fact that clause (a) of this Section 7.4 have been satisfied.

## 8.

***Conditions Precedent to Fishtheworld's Obligations.*** The obligations of Fishtheworld hereunder to issue and sell Fishtheworld Shares to the Transferors at the Closing in consideration for the DDS Shares and to consummate the other transactions contemplated by Section 2 are subject to the satisfaction or waiver on or before the Closing Date, of each of the conditions set forth in this Section 8. Fishtheworld may not rely on the Transferors' failure to satisfy any

condition set forth in this Section 8 if the failure was caused by its own failure to act in good faith or to use all reasonable efforts to satisfy the conditions set forth in Section 9.

8.1

Accuracy of the Transferors' Representation and Warranties. The representations and warranties of the Transferors herein shall be true and correct in all material respects as of the date of this Agreement and as of the Closing Date as though made as of the Closing Date.

8.2

Performance by the Transferors. The Transferors shall have performed, satisfied and complied in all material respects with all covenants, agreements and conditions required hereunder to be performed, satisfied or complied with by them at or prior to the Closing Date.

8.3

No Injunction. No Applicable Law shall prohibit the Transferors from consummating the transactions contemplated by this Agreement, and no proceeding for that purpose shall have been commenced.

8.4

No Adverse Changes. Since the date of most recent balance sheet of DDS included in the DDS Financial Statements, no event or condition shall have occurred that had or would likely have a Material Adverse Effect on DDS.

8.5

Consents Obtained. The Transferors shall have obtained any written consents of any Person whose consent is required to consummate the transactions contemplated by this Agreement.

8.6

Section 338 Election. If requested by Fishtheworld, the Transferors shall have delivered to Fishtheworld any documents or instruments required for Fishtheworld to file a timely election under Section 338 of the Code with respect to its tax treatment of its acquisition of DDS.

**9.**

***Conditions Precedent to the Transferors' Obligations.*** The obligations of the Transferors to assign and sell the DDS Shares to Fishtheworld at the Closing in consideration for the Fishtheworld Shares and to consummate the other transactions contemplated by Section 2 are subject to the satisfaction or waiver on or before the Closing Date, of each of the conditions set forth in this Section 9. The Transferors may not rely on Fishtheworld's failure to satisfy any condition set forth in this Section 9 if the failure was caused by their own failure to act in good faith or to use all reasonable efforts to satisfy the conditions set forth in Section 8.

9.1

Accuracy of Fishtheworld's Representation and Warranties. The representations and warranties of Fishtheworld herein shall be true and correct in all material respects as of the date of this Agreement and as of the Closing Date as though made as of the Closing Date.

9.2

Performance by Fishtheworld. Fishtheworld shall have performed, satisfied and complied in all material respects with all covenants, agreements and conditions required hereunder to be performed, satisfied or complied with by Fishtheworld at or prior to the Closing Date.

9.3

No Injunction. No Applicable Law shall prohibit Fishtheworld from consummating the transactions contemplated by this Agreement, and no proceeding for that purpose shall have been commenced.

9.4

No Adverse Changes. Since December 31, 2002 was filed, no event or condition shall have occurred that had or would likely have a Material Adverse Effect on Fishtheworld.

9.5

No Trading Suspension or Delisting of Common Stock. The trading of the Fishtheworld Common Stock shall not have been suspended by the SEC, nor shall Fishtheworld have received any letter or notice of any suspension or delisting.

9.6

Consents Obtained. Fishtheworld shall have obtained any required written consents of any other Person whose consent is required to the transactions contemplated by this Agreement.

9.7

Board Realignment. DDS shall have received the resignations of all Fishtheworld directors effective, immediately after compliance with Rule 14f-1, and a unanimous written consent of all incumbent directors of Fishtheworld, executed and effective immediately after the Closing, appointing Ben Marcovitch as a director of Fishtheworld.

9.8

Management Realignment. DDS shall have received (a) the written resignation of each incumbent officer of Fishtheworld (which shall release Fishtheworld from all obligations to them, other than indemnification without payment by Fishtheworld), executed and effective as of the Closing Date, subject to Closing hereunder, and (b) a unanimous written consent of all incumbent directors of Fishtheworld, executed and effective as of the Closing Date, electing the incumbent officers of DDS listed in Schedule 9.8 to the respective positions with Fishtheworld set forth therein.

9.9

**10.**

***Post-Closing Covenants.***

10.1

Conduct of Business. For a period of at least three years after the Closing Date, provided that is available on commercially reasonable terms, Fishtheworld shall maintain the directors and officers liability insurance policy in place on the Closing Date or a replacement policy with equivalent coverage for former officers and shall pay all premiums thereon as they become due. DDS shall not, directly or indirectly through any Affiliates, vote Fishtheworld Shares or take any action as officers or directors of Fishtheworld to approve, effect or facilitate any act or omission that would result in a violation of Fishtheworld's covenants in this Section 10.1.

10.2

Rescission in the Event of a Delisting. In the event the NASD halts trading in the Fishtheworld shares of Common Stock on the OTCBB or takes any action to omit the Fishtheworld shares of Common Stock from quotation on the OTCBB on or prior to April 21, 2003 as a result of the transactions contemplated by this Agreement, then, provided that Fishtheworld has been paid the sum of \$25,000, the Parties shall promptly take such action as may be necessary to return the Parties to the positions they were in prior to this Agreement, including without limitation, Fishtheworld shall transfer to the Transferors the DDS Shares previously owned by them and the Transferors shall return to Fieshtheworld the Fishtheworld Shares acquired by them.

10.3

Distribution of the Fishtheworld.com. Not later than thirty days after the Closing, Fishtheworld shall distribute the shares of its subsidiary, Fishtheworld.com, Inc., pro rata to its shareholders. The Transferors hereby waive their right to such dividend, such that the dividend will be paid only to the shareholders of Fishtheworld as of the date prior to the date of this Agreement. Fishtheworld may condition the payment of the dividend upon receipt of documentation sufficient to establish an exemption from registration under the Securities Act.

**11.**

***Indemnification.***

11.1

Indemnification by Fishtheworld. Fishtheworld shall indemnify and hold harmless DDS and its Affiliates, duly authorized agents and Control Persons from and against any Liabilities and Litigation Expenses incurred by the Indemnified Person in connection with any Proceeding to which the Indemnified Person is, was or at any time becomes a party, arising from Fishtheworld's breach of its representations and warranties under this Agreement or its failure to perform any of its covenants contained in this Agreement.

11.2

Indemnification by the Transferors. The Transferors shall indemnify and hold harmless Fishtheworld and its Affiliates, duly authorized agents and Control Persons from and against any Liabilities and Litigation Expenses incurred by the

Indemnified Person in connection with any Proceeding to which the Indemnified Person is, was or at any time becomes a party, arising from a Transferor's breach of its representations and warranties under this Agreement or its failure to perform any of its covenants contained in this Agreement.

### 11.3

Notice and Defense of Claim. The Indemnified Person shall promptly notify the Indemnifying Person in writing of the commencement of any Third Person Proceeding for which indemnification may be claimed hereunder, provided that any failure to so notify the Indemnifying Person shall not relieve it from its obligations under this Section 11. If it receives notice of a Third Person Proceeding from the Indemnified Person, the Indemnifying Person may participate in the Proceeding at its own expense and will be entitled to assume the defense thereof with counsel of its choice unless counsel for the Indemnifying Person reasonably concludes that there would be a conflict of interest between the Indemnifying Person and the Indemnified Person that precludes their joint representation under Applicable Law or ethical canons. If the Indemnifying Person assumes the defense of the Third Person Proceeding, it shall not be liable to the Indemnified Person for any Litigation Expenses subsequently incurred by it in connection with the defense thereof, except to the extent that the Indemnifying Person authorizes the Indemnified Person to engage separate counsel or the Indemnifying Person or its counsel fails to act with reasonable diligence in assuming the defense of the Proceeding, in each of which events all Litigation Expenses thereafter incurred by the Indemnified Person for employing separate counsel shall be subject to indemnification hereunder. In no event shall the Indemnifying Person be obligated for the Litigation Expenses of more than one separate counsel to represent all Indemnified Parties in a particular Third Person Proceeding.

### 11.4

Advancement of Expenses. Upon written request by the Indemnified Person in connection with a Third Person Proceeding, the Indemnifying Person shall promptly advance all Litigation Expenses incurred by or on behalf of the Indemnified Person to the extent authorized under Section 11.3. The request shall contain a reasonably detailed description of the Litigation Expenses or, if available to the Indemnified Person, documentation evidencing the amount of the Litigation Expenses. The Indemnified Person's right to advancement of Litigation Expenses shall be conditioned upon its agreement to repay amounts advanced if it is ultimately determined that the Indemnified Person is not entitled to be indemnified for those Litigation Expenses under this Section 11.

### 11.5

Remedies of the Indemnified Person. In the event that (a) advances of Litigation Expenses pursuant to Section 11.4 are not timely made, (b) payment of Liabilities or Litigation Expenses are not timely made after a determination of entitlement to indemnification hereunder or (c) the Indemnified Person otherwise seeks to enforce its rights under this Section 11, the Indemnified Person shall be entitled to a final adjudication of its rights hereunder in any court of competent jurisdiction in the venue specified in Section 13.1 (an "Adjudication"). All Litigation Expenses reasonably incurred by the Indemnified Person in connection with an Adjudication shall be borne by the Indemnifying Person if the Indemnified Person is successful in the Adjudication.

### 11.6

Settlement, Compromise and Consent. Without the prior written consent of the Indemnified Person, the Indemnifying Person shall not settle any Third Person Proceeding, permit a default judgment to be entered therein or consent to the entry of any adverse judgment therein unless the settlement, compromise or consent includes an unconditional release in favor of the Indemnified Person by all claimants from any liability therein. The Indemnifying Person shall not be liable to indemnify the Indemnified Person under this Section 11 for any amounts paid in settlement of a Third Person

Proceeding effected without its written consent, which the Indemnifying Person shall not unreasonably withhold or delay.

11.7

Nonexclusivity. The rights of the Indemnified Person under this Section 11 shall not be deemed exclusive or in limitation of any other rights to which the Indemnified Person may be entitled under Applicable Law.

11.8

Other Payments. The Indemnifying Person shall not be liable to make any payment under this Section 11 to the extent that the Indemnified Person has received payment from a third party of the amounts otherwise payable by the Indemnifying Person hereunder.

11.9

Subrogation. The Indemnifying Person shall be subrogated, to the extent of any indemnification payment under this Agreement, to all related rights of recovery of the Indemnified Person, and the Indemnified Person shall take all actions necessary to secure the Indemnifying Person's recovery rights and perfect its ability to enforce those rights.

**12.**

***Termination.***

12.1

DDS Termination Event. Provided that the Transferors have not materially breached any of their representations, warranties, covenants or agreements contained herein, the Transferors may terminate this Agreement and abandon the transactions contemplated hereby at any time prior to the Closing if Fishtheworld shall have failed to satisfy in any material respect any of the conditions set forth in Section 9 or any of those conditions shall have become incapable of fulfillment and shall not have been waived by the Transferors and the failure or nonfulfillment materially reduces the benefits of the transactions contemplated hereby to the Transferors.

12.2

Fishtheworld Termination Event. Provided that Fishtheworld has not materially breached any of its representations, warranties, covenants or agreements contained herein, it may terminate this Agreement and abandon the transactions contemplated hereby at any time prior to the Closing if the Transferors shall have failed to satisfy in any material respect any of the conditions set forth in Section 8 or any of those conditions shall have become incapable of fulfillment and shall not have been waived by Fishtheworld and the failure or nonfulfillment materially reduces the benefits of the transactions contemplated hereby to Fishtheworld.

12.3

Other Termination Events. This Agreement may be terminated and the transactions contemplated hereby abandoned by the Parties (i) by mutual agreement, or (ii) if the Closing does not occur on or prior to the Outside Closing Date, provided that the Party seeking termination pursuant to this Section 12.3 is not in breach of its or their material representations, warranties, covenants or agreements contained in this Agreement.

## 12.4

Notice of Termination. In the event Fishtheworld or a Transferor seeks to terminate this Agreement pursuant to this Section 12, it shall provide written notice (a "Termination Notice") thereof to the other Party, setting forth in reasonable detail the grounds for termination, whereupon the transactions contemplated by this Agreement shall be terminated, without further action by any Party, subject to the provisions of Section 12.5.

## 12.5

Effects of Termination. If this Agreement is terminated and the transactions contemplated hereby are abandoned as provided in this Section 12, this Agreement shall become void and of no further force or effect, except that each Party shall return all documents and other material received from or on behalf of the counter Party in connection with the transactions contemplated hereby, together with all copies thereof, whether so obtained before or after the execution hereof. The restrictions set forth in the LOI regarding disclosure of confidential information shall remain in full force and effect notwithstanding any termination of this Agreement.

## 13.

### *Miscellaneous.*

#### 13.1

Choice of Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida without regard to principles of conflicts of laws. Any action brought by a Party against the counter Party concerning the transactions contemplated by this Agreement may be brought in the state courts of Florida or in the federal courts located in Miami, Florida. All Parties agree to submit to the jurisdiction of those courts and waive trial by jury. The prevailing Party in any Proceeding between the Parties shall be entitled to recover from the counter Party its reasonable attorneys' fees and disbursements incurred in connection with the Proceeding.

#### 13.2

Assignment. Neither this Agreement nor any rights or obligations of a Party hereunder may be assigned by any Party without the prior written consent of the counter Party.

#### 13.3

Binding Effect. The terms, conditions and provisions of this Agreement and all rights and obligations of each Party hereunder shall inure to the benefit of and be binding upon that Person and its successors and permitted assigns. Nothing herein expressed or implied shall give or be construed to give to any other Person any legal or equitable rights hereunder.

#### 13.4

Amendment. Except as expressly provided in this Agreement, neither this Agreement nor any term hereof may be amended, waived, discharged or terminated other than by a written instrument signed by all the Parties.

#### 13.5

Notices. Any notice given under this Agreement shall be made in writing and shall be deemed to have been duly given or made if delivered personally, mailed with postage prepaid by registered or certified mail or sent by courier or facsimile to a Party at its address set forth or provided below. Any notice so sent shall be deemed to have been given or delivered (a) at the time that it is personally delivered, (b) within two business days after the date deposited in the United States mail or one business day after deposit with an overnight courier if sent by mail or courier or (c) when receipt is acknowledged, if sent by facsimile. A Party may change its address by giving notice in writing, stating its new address, to the other Party.

*If to the Transferors:*

c/o DDS Technologies USA, Inc.  
150 East Palmetto Park Road  
Suite 501  
Boca Raton, Florida 33432

*With a copy to:*

Hodgson Russ LLP  
One M&T Plaza  
Suite 2000  
Buffalo, New York 14203  
Attention: Joseph P. Galda

*If to Fishtheworld:*

Fishtheworld Holdings, Inc.  
2206 NE 26th Street  
Fort Lauderdale, Florida 33305

*With a copy to:*

Anslow & Jaclin, LLP  
4400 Route 9, 2nd Floor  
Freehold, New Jersey 07728  
Attention: Gregg Jaclin

13.6

Fees and Expenses. DDS shall pay the fees and expenses of one counsel for the Transferors. Except as provided in the foregoing sentence, each Party shall pay its own expenses in connection with the transactions contemplated by this Agreement.

13.7

Publicity. Except as required by Applicable Law, neither Fishtheworld nor any Transferor shall issue any press release or otherwise make any public statement or announcement with respect to this Agreement or the transactions contemplated hereby without the prior consent of DDS, in the case of a statement or announcement by Fishtheworld, or Fishtheworld, in the case of a statement or announcement by any Transferor, which shall not be unreasonably withheld, conditioned or delayed in either case.

13.8

Entire Agreement. This Agreement, including the Schedules and Exhibits, together with the confidentiality provisions of the Confidentiality Agreement, set 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 or among the Parties, both oral and written, relating to the subject matter hereof.

13.9

Severability. In the event any provision of this Agreement becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable or void, this Agreement shall continue in full force and effect without that provision, severance of which shall not affect the validity or enforceability of any other provision of this Agreement.

13.10

Waiver of Provisions. The waiver of compliance at any time with any of the provisions, terms or conditions contained in this Agreement shall not be considered a waiver of the provision, term or condition itself or of any other provision, term or condition hereof.

13.11

Captions. The headings and captions in this Agreement and in the Schedules and Exhibits are for convenience and identification only and are in no way intended to define, limit or expand the scope and intent of this Agreement or any provision hereof.

13.12

Counterparts. This Agreement may be executed in separate counterparts that together will constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by the undersigned as of the date first set forth above.

**Fishtheworld Industries, Inc.**

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

President and Chief Executive Officer

**DDS Technologies USA, Inc.**

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

Name:

Title:

The undersigned Transferor has caused this Agreement to be duly executed as of the date first set forth above:

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title (if applicable): \_\_\_\_\_

Company (if applicable): \_\_\_\_\_

**Please Provide the Following  
Information**

Number of Shares Held: \_\_\_\_\_

Address: \_\_\_\_\_

Social Security Number or IRS Employer  
ID (as applicable): \_\_\_\_\_

Name in Which Share Certificate is to be  
Issued: \_\_\_\_\_

**ANNEX A**

**DDS Designees**

**Name and Address of  
Each DDS Designee**

Ben Marcovitch

**Biographical Information for Use by the in**

**The Information Statement**

Ben Marcovitch, age 64, is Chairman and CEO of Gemini Capital Partners, a Financial Services firm, established in the UK From 1996 to 1998, Mr. Marcovitch acted as a private investor and financial advisor. From 1994 to 1996, Mr. Marcovitch acted as Chairman and CEO of Triumph Investments Co., a portfolio management firm. From 1986 to 1995, he acted as a Chairman and CEO of GNP Products, Inc, a publicly trade Food Products Company which manufactured and distributed food products throughout the United States. Prior to GNP, from 1970 to 1982, Mr. Marcovitch successively acted as Chairman and President of Belgium Standards, CEO of Western,

Allebee Oil & Gas Inc., CEO of Sogevox Inc., and CEO Sanitary Refuse Co.

From 1963 to 1983 Mr. Marcovitch acted as CEO and President of Budget Fuels Inc., in Montreal Canada, which distributed refined petroleum products. From 1959 to 1963, he acted as Vice President of HY Grade fuels, Montreal, Canada, and was responsible for coordinating the buying, marketing, service and distribution of fuel in Montreal. He is a member of the Canadian Petroleum Club, Montreal Chamber of Commerce, Bnai Brith Organizations and Various Business Organizations.

Jacques DeGroote, age 76, has acted as a private consultant offering financial and economic advice and representation in negotiations from 1994 to the present. Dr. DeGroote currently assists a number of companies in various capacities. From 1973 to 1994 Dr. DeGroote served as Executive Director of the International Monetary Fund. Dr. DeGroote also served as Executive Director of the World Bank (IBRD), the International Finance Corporation (IFC) and the International Development Association (IDA) from 1975 to 1991.

During his tenure as joint Executive Director for the World Bank and International Monetary Fund, Dr. DeGroote's constituency included Belgium, Austria, Luxemburg, Turkey, Belarus the Czech Republic, Hungary, Karskhstan, the Slovak Republic and Slovenia. As a member of the Executive Board of the IMF, Dr. DeGroote made special contributions to the preparation and negotiation of stabilization programs for Turkey, Hungary and Czechoslovakia, which aided the transition of these countries from command economies to capital driven economies. Mr. DeGroote was also instrumental in reforming the IMF's system of compensatory financing. As a member of the Executive Board of the World Bank he made special contributions to the acceptance of non-project related lending, specialty oriented projects, and the involvement of the World Bank in the Private Sector.

Dr. Jacques DeGroote

From April 1971 to November 1973 Dr. DeGroote headed the Research Department of the National Bank of Belgium, with the rank of Deputy Director. From May 1969 to November 1973 he acted as Financial Counselor of the Belgium Delegation to the OECD in Paris. He headed several working groups, examining the first proposal for a multilateral agency guaranteeing private investments. From March 1966 to May 1969 Dr. DeGroote acted as Economic Advisor to the Republic of Zaire and Advisor to the Governor of the National Bank of Zaire. He was responsible for Zaire's economic rehabilitation, and for negotiations with IMF, the World Bank and the U.S. government. The 1967 program resulted in the only period of growth of the Zairian economy since Independence (1968-1971), and is cited by the IMF and World Bank as one of the most successful stabilization efforts ever undertaken under their aegis. During this period Dr. DeGroote was also in charge of Zaire's negotiations for nationalizing and reactivating Gecamines (the former Union Miniere).

From July 1965 to March 1966 Dr. DeGroote acted as Financial Counselor of the Belgium Delegation to the OECD in Paris. From May 1963 to July 1965 he acted as Advisor to the Foreign Department of the National Bank of Belgium, represented Belgium in the Ossala group which was formed to study the creation of a new reserve instrument and submitted the first proposals favoring a collective unit to be created by the IMF, which led to the SDR. From April 1960 to May 1963 he was Assistant to the Belgium Executive Director of the International Monetary Fund and World Bank in Washington. From January 1957 to April 1960, Dr. DeGroote served as Attaché at the National Bank of Belgium, where his responsibilities included negotiation of the payment agreements with the countries of Eastern Europe. During the first few months of 1960, he served as secretary of the committee preparing the Belgian-Zairian Economic Round Table.

Dr. DeGroote's academic history includes, from July 1955 to January 1957, acting as Assistant at the University of Cambridge (United Kingdom) and Assistant at the University of Louvain. From

1963 to 1992 Dr. DeGroote held the position of Professeur Ordinaire in the Economics Department of the University of Namur (Belgium) where he taught courses on money and credit, monetary mechanisms and institutions, and current problems of international finance. From 1963 to 1973, Dr. DeGroote held the position of Professeur Extraordinaire at the University of Louvain. From 1957 to 1960 and from 1963 to 1965 he also acted as a Lecturer at the Catholic University of Lille where he taught courses on structural economics and the history of economic thought.

Dr. DeGroote holds a D. Juris from University of Louvain, Belgium, a M.A. Economics from Cambridge University, United Kingdom a Licencie en Sciences Economiques from Louvain University, Belgium and a Licencie en Sciences Politiques et Administratives from Louvain University, Belgium.

Dr. DeGroote is highly decorated and holds the Grand Officer of the Order of Leopold I (Belgium), Grand Officer of the Order of Orange-Nassau, (Luxembourg), Commander of the Order of Merit of Austria, Commander of the Order of Luxembourg, Red Star of the Hungarian People with Gold Palm, Officer of the Order of Zaire,

Dr. DeGroote also contributes his time as Director of the Belgian American Educational Foundation, founded in 1921, to sponsor exchanges between U.S. and Belgian universities, and from 1980 to 1989, as a member of the jury of the King Baudevin Foundation's biannual prize for important contributions to the struggle against poverty or underdevelopment.

Mr. Umberto Manola

Umberto Manola, age 71, is a researcher in biological techniques for the treatment of cereals. He concentrates on systems for the dehumidification and extraction of basic molecular elements (organic active principles) causing zero environmental impact. Currently he collaborates with several well-known research institutes in analyzing nutritional applications in different geographical areas.

Mr. Manola holds patents in the methodology of air separation, methodology of molecular division and the methodology of micronization in double tandem.

Mr. Manola holds a Diploma of Abteilun engineer from St. Wales, and a Degree in milling technology, from Turin Italy (Laurea in tecnica molitoria a Torino)

Dr. Mallis is a principal in Retina Vitreous Associates of Florida Agia, Mallis and Pautler P.A. Inc., from 1980 to the present, where he is engaged in the practice of medicine with a specialty in ophthalmology.

Dr. Mallis graduated from New York Medical College and attended the Ophthalmology Course of Stanford University School of Medicine. Dr. Mallis interned at Geisinger Medical Center, Department of Ophthalmology in Danville, Pennsylvania, performed his residency at New York Medical College, Department of Ophthalmology, Valhalla New York, and received a Vitreo-Retinal fellowship at Ohio State University, Columbus, Ohio.

### **Schedules to Securities Exchange Agreement**

#### **The Transferors**

### **Schedules to Securities Exchange Agreement**

#### **Fishtheworld**