

Baaten | Alexander | Berends

CIVIL LAW NOTARY SERVICES

Gaitoweg 2, Curaçao

T (5999) 737 1111

F (5999) 737 1133

info@baatenlaw.com

www.baatenlaw.com

Miguel L. Alexander, LL.M., *Of Counsel*

Corinne A.P. Baaten, LL.M., *civil law notary*

Natasja M. Alexander, LL.M., *deputy civil law notary*

Mandy A. Berends, LL.M., *deputy civil law notary*

Carol A. Krekko, *deputy civil law notary*

INCUMBENCY CERTIFICATE

The undersigned:

Cornelia Alfonsina Petronella Baaten, LL.M., a civil law notary, practicing in Curaçao, herewith certifies:

that Usoftgaming N.V., a limited liability company established in Curaçao and registered with the Commercial Register of the Chamber of Commerce and Industry in Curaçao under number 141305, hereinafter also referred to as the "Company", has been duly incorporated by notarial deed, executed on September 6th, 2016;

that the registered office address of the Company is:
Korporaalweg 10, Curaçao;

that in accordance with information received from the Commercial Register of the Chamber of Commerce and Industry in Curaçao the managing director of the Company is:
Xecutive Corporate Management B.V., a private limited company, established in Curaçao;

that pursuant to article 10 paragraph 3 of its Articles of Incorporation, the Company shall be represented by the sole managing director, in the event that there is one managing director, also in the event of a conflict of interests between the corporation and the managing director, shareholders and supervisory directors, if any, either in a private capacity or qualitate qua. In the event that there is more than one managing director in function the corporation shall be represented by two managing directors acting jointly, also in the event of a conflict of interests between the corporation and one or more managing directors, shareholders and supervisory directors, if any, either in a private capacity or qualitate qua.

Without detriment to the provision stated in the preceding sentences, the general meeting is at all times authorized to designate one or more persons as special representative of the corporation, either incidentally or for a definite period, in

the event of a conflict of interest between the corporation and a managing director, shareholder, or a supervisory director, if any.

that in accordance with the shareholders register of **Usoftgaming N.V.**, a true copy of the original shareholders register as certified by the managing director of the Company is attached hereto, the shareholder of the Company is: **Veshtinnu LTD.**, holder of one thousand (1000) shares, numbered 1 u/i 1000, with a nominal value of one Euro (€ 1.00) each;

that the Undersigned has neither seen nor reviewed the underlying share transfer agreements relevant to the shareholding mentioned in aforementioned copy of the shareholders register;

that attached hereunto are the following documents:

- a scanned copy of the shareholders register as certified by the board of managing directors of the Company;
- a certified excerpt from the Commercial Register of the Chamber of Commerce and Industry in Curaçao of the Company;
- a certified declaration of the Register of Directors of the Company;
- a copy of the governing articles of association in English of the Company.

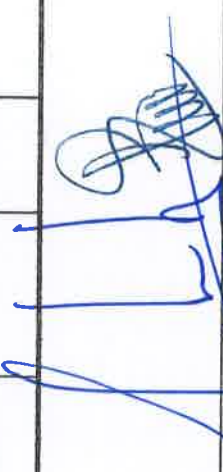
In witness whereof the undersigned has set her hand hereunto after having affixed her official seal of office on this twenty-sixth day of February of the year two thousand and twenty-four.



SHAREHOLDERS REGISTER
Usoftgaming N.V.

Nominal capital: EUR 1000.00
Divided in 1000 shares of par value EUR 1.00 each
Incorporation date: September 6, 2016

	Name and address of Shareholder	Amount of Shares + no.	Voting right	Certifica te no.	Date acquisition	Amou nt Paid- up	Share Premium	Transfer/ Redemption date	Remai ning shares	See line
1	G-Force Corporate Services B.V.	1 u/i 1000	100%	1	September 6, 2016			September 29, 2016		
2	Francois Casgrain, A citizen of Canada address at 4646 Boul. Levesque Est., Laval QC H7C 1M 6, Laval, Canada and passport number AG596021	1 u/i 600	100%	2	September 29, 2016			September 26, 2023		
3	Nicos Constandinou, a citizen of Canada, address at 49440 Avenue Linton App 9, Montreal QC H3S 1T 4, Canada and passport number AN826738	601 u/i 1000	100%	3	September 27, 2016			September 26, 2023		
4	VESHTINNU LTD, a Cyprus company with address at Karpenision, 9 Strovolos, 2021, Nicosia, Cyprus, and registration number HE413378	1 u/i 1000	100%	4	September 26, 2023					


XECUTIVE CORPORATE MANAGEMENT B.V.
Christopher van Rosberg / Lorenza Godett



Seen for legalization of the facsimile of the signature appearing on the attached excerpt of the Chamber of Commerce and Industry in Curaçao, of Mr. Irving Norvel Melecio Janga, Head of the Commercial Register of the Chamber of Commerce and Industry in Curaçao, by me, Cornelia Alfonsina Petronella Baaten, LL.M., a civil law notary, practicing in Curaçao, on this 26th day of February, 2024.





Curaçao Commercial Register

Excerpt from the Commercial Register

Registration number: 141305 (0)
Date: February 21, 2024 Time: 10:03:30 AM

In the Commercial Register of the Curaçao Chamber of Commerce & Industry is registered under number 141305: Usoftgaming N.V.

Trade name	Usoftgaming N.V.
Legal form	Limited liability company
Official name	Usoftgaming N.V.
Statutory seat	Curaçao
Date of incorporation	September 6, 2016
Date established	September 6, 2016
Nominal Capital	1000 share(s) with a nominal value of Euro 1
Fiscal year	The fiscal year is equal to the calendar year
Address	Korporaalweg 10
Country	Curaçao
Mailing address	(same as above)
Description English	1. to provide off-shore games of chance and wagering, through the internet in compliance with the regulations - of the Government of Curaçao. This service shall be referred to for all purposes as "Internet Casino/Internet Wagering/Internet Sportsbook" provided it concerns aforementioned services which will be rendered from an area that has been designated as an E-zone in conformity with the local E-zone law. 2. The corporation is authorized to perform everything requisite or profitable to the accomplishment of its purpose or incidental thereto or connected therewith in - the widest sense of the word, including the participation in and managing of other companies and enterprises.

Official(s)

1

Function

Title description

Name

Registration number official

Statutory director

Managing Director

Xecutive Corporate Management B.V.

130026

Only valid if sealed and signed by the Chamber of Commerce.

Curaçao, February 21, 2024
For Excerpt

I.N.M. Janga
Head Commercial Register





The Undersigned:

Cornelia Alfonsina Petronella Baaten, LL.M., a civil law notary, practicing in Curaçao, herewith certifies:

that the signature of Mr. Christopher van Rosberg, born on February 10th, 1983 and the facsimile of the signature of Mrs. Lorenza Godett, born on September 5th, 1971, appearing on the preceding document are the true and authentic signature of Mr. Christopher van Rosberg and the facsimile of the true and authentic signature of Mrs. Lorenza Godett;

that the legalization of the signature of Mr. Christopher van Rosberg and the legalization of the facsimile of the signature of Mrs. Lorenza Godett does not entail an opinion of the Undersigned as to the content of the preceding document.

In witness whereof the Undersigned has set her hand and her seal of office hereunto on this 26th day of February, 2024.



Register of Directors

Company: Usoftgaming N.V.

No	Name/Passport info/address	Starting Date	Ending Date
1	G-Force Coporate Services B.V. Kaya Richard J. Beaujon Z/N Landhuis Joonchi II, Willemstad, Curaçao	September 6, 2016	November 10, 2022
2	Xecutive Corporate Management B.V. with registered address at Korporaalweg 10, Curacao, registration no 130026, represented by Christopher van Rosberg holder of passport no. NN2831RP2, and Lorenza Godett , holder of passport number NVD63HB57.	November 10, 2022	



Christopher van Rosberg



Lorenza Godett

----- NAME AND SEAT -----

----- Article 1 -----

1. The corporation shall be named: -----

"Usoftgaming N.V.". -----

In its foreign business transactions it may, instead of -
using the abbreviation "N.V.", use the abbreviation "INC"
in English and the abbreviation "S.A." in Spanish and ---
French in its name. -----

2. The corporation is domiciled at Willemstad, Curaçao --
and may have branches and/or affiliate offices elsewhere.

----- PURPOSE -----

----- Article 2 -----

1. The purpose of the corporation shall be: -----
to provide off-shore games of chance and wagering, -----
through the internet in compliance with the regulations -
of the Government of Curaçao. This service shall be -----
referred to for all purposes as "Internet Casino/Internet
Wagering/Internet Sportsbook" provided it concerns -----
aforementioned services which will be rendered from an --

area that has been designated as an E-zone in conformity with the local E-zone law. -----

2. The corporation is authorized to perform everything -- requisite or profitable to the accomplishment of its ---- purpose or incidental thereto or connected therewith in - the widest sense of the word, including the participation in and managing of other companies and enterprises. -----

----- DURATION -----

----- Article 3 -----

The corporation has been established for an indefinite -- period of time. -----

----- CAPITAL AND SHARES -----

----- Article 4 -----

1. The corporation has one or more issued shares, each -- with a nominal value of one Euro (€1.00). -----

2. Sub-shares may be issued. -----

3. The shares shall be issued by the board of managing -- directors. Only the issue of registered (sub-)shares is - permitted. -----

4. The board of managing directors shall determine the -- time and rate of the issue -provided not below par- as -- well as the time of payment of the shares. -----

5. In subsequent issues of shares and on disposal by the corporation of any shares it acquired in its own capital, the existing shareholders shall have preference to ----- acquire such shares, in proportion to their existing ---- shareholding when the stock is made available, unless the general shareholders' meeting, further also: the general meeting, should decide otherwise. -----

----- REPURCHASE AND CANCELLATION OF SHARES -----

----- Article 5 -----

1. The board of managing directors is authorized to have the corporation acquire for its own account shares in its own capital, provided that: -----

a. at least one share continues to be held by third ---- parties, not by the corporation itself; and -----

b. as a consequence of payment of the purchase price of - the relevant shares, the equity of the corporation ----- remains at least equal to the nominal capital. -----

2. No voting rights, nor preference on whatever account - shall be derived from the shares held by the corporation in its own capital; nor shall any distribution of profits or of a surplus balance after liquidation of the ----- corporation be made on such shares. -----

Said shares shall be disregarded for determining a quorum at any meeting. -----

3. The corporation is authorized to proceed to ----- cancellation of the shares held by the corporation in its own capital, subject to a resolution to that effect from the board of managing directors. -----

4. The general meeting may decide on whole or partial ---
repayment or dispensation of an additional payment -----
obligation as mentioned in article 2:107, paragraph 4 of
the Civil Code, provided that the equity of the -----
corporation remains at least equal to the nominal capital
at the time of the repayment or dispensation of -----
additional payment and does not become less than the ----
nominal capital of the corporation by the repayment or --
dispensation of additional payment. -----

----- SHARE CERTIFICATES AND SHARE REGISTER -----

----- Article 6 -----

1. With due observance of the provision in article 4, ---
paragraph 3, the shares shall be registered shares, and -
they shall be consecutively numbered from 1 up. -----

2. Share certificates may be issued for the shares at the
request of the shareholder. -----

All expenses for the issue of share certificates shall be
for the account of the shareholder concerned. -----

3. Share certificates may be issued for several shares --
jointly at the request of the shareholder. -----

The holder of such a share certificate is entitled at all
times to requests its conversion into a share certificate
representing a different number of shares. -----

4. Share certificates shall be signed by a managing -----
director or by a person designated for that purpose by --
the board of managing directors. -----

5. At the discretion of the board of managing directors -
each share certificate may be provided with a set of ----
dividend coupons and a talon entitling the holder to ----
obtain a new set of dividend coupons. -----

The dividend coupons and the talon shall bear the same --
serial number as the share certificate to which they ----
belong. -----

If dividend coupons have been issued, payment of -----
dividends shall be effected against surrender of a -----
dividend coupon, which shall then release the corporation
from any liability in this respect. -----

----- Article 7 -----

1. If a person has proved to the satisfaction of the ----
board of managing directors that a share certificate, ---
dividend coupon or talon belonging to him, has been lost
or mislaid, a duplicate of such document may be issued at
the request of the shareholder concerned or the rightful
claimants to his estate, subject to such terms and -----
guarantees as shall be determined by the board of -----
managing directors. -----

2. Upon issue of the new share certificates, dividend ---
coupons or talons, which shall bear an endorsement to the
effect that they are duplicates, their originals shall --
become null and void. -----

3. Damaged share certificates, dividend coupons or talons may be replaced by new ones by the board of managing directors. -----

4. The damaged documents thus surrendered, shall immediately be destroyed by the board of managing directors. -----

All expenses related to the issue of duplicates or new documents, shall be charged to the applicant and shall be paid by him in advance, if so required. -----

----- Article 8 -----

1. The shares shall be entered in a register, which shall be maintained by the board of managing directors or by a person designated for that purpose by the board of managing directors. The register shall state the names and addresses of all the shareholders and the quantity and serial numbers of the shares. The register shall furthermore state the voting rights conferred by same, the amount paid up, or reflected on same as having been paid up, an obligation of additional payment, if any, the date of acquisition and whether or not a share certificate has been issued. Annotations shall also be made of establishment or transfer of a right of usufruct on the shares, or a pledge, as well as the coincident transfer of voting rights. -----

2. The entries in the register shall be signed by a managing director or by a person designated for that purpose by the board of managing directors. -----

3. The transfer of shares shall be effected, either by serving an instrument of transfer upon the corporation, or by written acknowledgement of the transfer by the corporation. -----

4. Written acknowledgement of the transfer shall be effected by a signed annotation on the deed of transfer or by a written statement to the transferee. -----

----- SHARE TRANSFER RESTRICTION -----

----- Article 9 -----

1. Unless all shareholders concerned give their written approval, shares may only be transferred with due observance of the following provisions: -----

2. If a shareholder wishes to alienate one or more of his shares to others than the corporation, he shall first offer them to his fellow-shareholders and he shall so notify the board of managing directors by registered letter, stating exactly the serial numbers of the shares, the price at which he wishes to sell the shares and the person or persons to whom he wishes to transfer the shares. -----

3. Within fourteen days after receipt of the registered letter the board of managing directors shall notify the other shareholders of its contents. -----

4. Within one month following such notice each -----
shareholder may inform the board of managing directors --
that he desires to purchase one or more of the shares ---
offered at the price asked therefor or that he wishes the
value of the shares to be estimated by experts. -----
5. In the first case, if no appraisal has been requested
by any shareholder and unless the offering shareholder --
then withdraws his offer within one month after he was --
informed of the number of shares allotted to each -----
prospective buyer and the corresponding price with -----
respect to all the shares offered, the offerer shall be -
under an obligation to transfer the shares to the -----
shareholders who wish to buy his shares, against cash ---
payment or the price asked, provided all the shares -----
offered are purchased. -----
6. When appraisal is desired by one or more shareholders
they shall appoint three experts in mutual agreement with
the offerer, each of the parties appointing one expert, -
the third being appointed by the other two jointly. -----
7. Within one month after the shareholders have been ----
notified of the value thus appraised, each of them may --
inform the board of managing directors of his intention -
to purchase one or more of the shares offered, at the ---
appraised value or at the price originally asked, in ----
which case the offerer - unless the appraised value is --
lower than the price originally asked and/or the offering
shareholder withdraws his offer within one month after he
was informed of the number of shares allotted to each ---
prospective buyer and the corresponding price with -----
respect to all the shares offered, under an obligation to
sell such shares to the shareholders concerned, against -
cash payment and at the value or price selected by the -
last mentioned shareholders, provided all the shares ----
offered are purchased. -----
8. If several shareholders state that they are interested
in purchasing as stipulated hereinbefore, the shares ----
shall be allotted by the board of managing directors in -
proportion to each shareholders' holdings whenever -----
possible. If and to the extent such allotment cannot be -
made on that basis, it shall be determined by lot. -----
9. If the shareholders have failed to exercise their ----
right to purchase within the period of time provided, to
the extent that all of the shares offered are purchased -
either with or without appraisal, the offerer shall be --
free during a six months' period to sell his shares to --
the persons mentioned by him, at the price asked by him -
or at the price appraised (not at a lower price, -----
however), unless the corporation itself decides to -----
purchase the shares offered, with or without appraisal. -

10. When by any other act than by conveyance inter vivos a share shall pass to the ownership of one or more ----- persons entitled to it (for instance, through the death - of a shareholder or by the division of community ----- property) and the new acquirer is not the widow or ----- widower of a shareholder, or is not as a lineal ----- descendant a lawful relative of a shareholder, the new -- acquirer shall within six months inform the board of ---- managing directors of the acquisition and offer to ----- dispose of the shares as contemplated by this article and the stipulations of this article shall apply accordingly whenever possible. -----

However, if the shareholders fail to exercise their right to purchase to the extent that all the shares offered are purchased, the offerer shall be entitled to keep the ---- shares, unless the corporation should decide to buy the - shares itself, with or without appraisal. The offerer is not entitled to abandon the transfer if the appraised --- value is lower than the price at which the shares are --- offered. -----

An obligation to offer as contemplated by this paragraph shall also exist in case of bankruptcy of a shareholder - or if he files a petition for an official moratorium, if his shares are attached or if he otherwise loses control of his property. -----

11. If a shareholder, who pursuant to the preceding ----- paragraph of this article is obligated to offer his ----- shares, has not within one (1) month after the lapse of - the aforementioned term of six (6) months offered his --- shares for transfer in the way described herein before, - the corporation or a co-shareholder shall be authorized - to make an unconditional, irrevocable offer in writing to the said person to acquire the shares concerned for ----- payment in cash. With the acceptance of this offer the -- price of the shares shall be determined by one or more -- experts to be appointed by the Judge upon request of any interested party, the costs of said determination shall - be chargeable to the person(s) who have offered to ----- purchase the shares. If the offer is refused or is not -- accepted within the term as stated in the offer, which -- term shall be at least four (4) weeks, the corporation -- and the shareholders are authorized to enforce ----- compliance. -----

12. If a shareholder - due to the provisions of the law - is obliged to transfer his share(s) to a former ----- shareholder, this provision shall not be applicable. ----

MANAGEMENT

Article 10

1. The corporation shall be managed by a board of -----

managing directors, consisting of one or more managing --
directors. -----
Legal entities may also be appointed managing directors -
2. The managing directors shall be appointed by the -----
general meeting and may at any time be suspended or -----
removed from office by said meeting. -----
3. The corporation shall be represented by the sole -----
managing director, in the event that there is one -----
managing director, also in the event of a conflict of ---
interests between the corporation and the managing -----
director, shareholders and supervisory directors, if any,
either in a private capacity or qualitate qua. In the ---
event that there is more than one managing director in --
function the corporation shall be represented by two ----
managing directors acting jointly, also in the event of a
conflict of interests between the corporation and one or
more managing directors, shareholders and supervisory ---
directors, if any, either in a private capacity or -----
qualitate qua. -----
Without detriment to the provision stated in the -----
preceding sentences, the general meeting is at all times
authorized to designate one or more persons as special --
representative of the corporation, either incidentally or
for a definite period, in the event of a conflict of ----
interest between the corporation and a managing director,
shareholder, or a supervisory director, if any. -----
4. The board of managing directors has the power, without
limiting its own responsibility, to appoint attorneys-in-
fact, to determine their powers and the manner in which -
they are to represent the corporation and to sign on its
behalf. -----
5. Every managing director has the power to authorize a -
co-director to represent him in his capacity of a -----
managing director at meetings of the managing directors,-
with due observance of the terms set forth in the power -
of attorney. -----
6. Each managing director may in his capacity of managing
director appoint by telegram, telefax, telex, e-mail or -
other writing a natural or legal person as his proxy to -
represent him in his said capacity, such proxy to be ----
specific and not general. -----
When issuing such a proxy the managing director may not -
exceed the authority vested in him pursuant to these ----
articles of association. -----
7. When one or more managing directors are absent or ----
otherwise precluded from acting, the remaining managing -
directors shall be responsible for the entire management
of the corporation; when all the managing directors are -
absent or otherwise precluded from acting, the -----

corporation shall be temporarily managed by a person ----
appointed for that purpose by the general meeting. -----
The person thus appointed shall convoke a general -----
shareholders' meeting as soon as possible in order to ---
provide for a definitive management. -----
As long as this has not been accomplished, the acts of --
management of the person thus appointed, shall be limited
to those that cannot be delayed. -----
8. With due observance of the law, especially articles --
2:14 and 2:16 of the Civil Code, each managing director -
of the corporation, as well as each other person -----
empowered by the board of managing directors or the ----
general meeting to act on behalf of the corporation, ----
shall be held harmless by the corporation from all -----
damages, fines, costs of whatever nature, which were ----
actually and reasonably incurred as a consequence of acts
or omissions committed in a capacity as stated -----
above, resulting from any civil, penal or administrative
proceeding and/or investigation of fact and law and ----
preliminary legal work, whether or not leading to such --
proceedings, provided that while performing the act which
caused the liability, he acted in a reasonable and bona -
fide belief, that he was furthering the interests of the
corporation and provided that his actions were not in ---
contravention with any instructions given to such person
or with any limitation put on his authority. -----

---- OBLIGATIONS OF THE BOARD OF MANAGING DIRECTORS ----

----- Article 11 -----

The board of managing directors is under obligation to --
conduct administrative procedures to record the financial
position of the corporation and its operational -----
activities, in accordance with the requirements -----
incidental to such activities, and to maintain the books,
ledgers and other data bases pertaining thereto in such a
manner as to ensure that the rights and obligations of --
the corporation may at any time be ascertained from same.
Each managing director is entitled to access to the ----
administration and to the books, ledgers and other data -
bases pertaining thereto. -----

----- MANAGEMENT LIABILITY -----

----- Article 12 -----

1. Each managing director is under the obligation towards
the corporation to appropriately perform the tasks within
his scope of responsibility. -----
2. Within the scope of responsibility of any director are
implied all tasks and duties of management, which have --
not specifically been entrusted to one or more other ----
managing directors pursuant to or by virtue of the -----
articles of incorporation. -----
3. Each managing director is nevertheless responsible for

the general course of the affairs of the corporation and is under the obligation to make efforts to the best of -- his ability to avoid any injurious act which might cause financial injury, regardless whether such act is to be -- considered within his scope of responsibility. The ----- managing directors to whom certain tasks have been ----- specifically allocated pursuant to paragraph 2 of this -- article, shall keep the other managing directors informed about the status of such matters in such area. -----

4. The liability regarding the provisions stated in the - preceding paragraphs is imposed severally on all the ---- managing directors involved. Not held liable shall be the managing director, however, who is able to prove that the matter, also in view of his scope of responsibility and - the period of his employment, was not imputable to him -- and that he was not negligent in taking the necessary --- measures to avoid the consequences. -----

5. If, in the event of bankruptcy of the corporation, the curator should submit a claim pursuant to this article, - no director shall be entitled to being held harmless on - the ground of an acquittal and discharge granted by the - corporation in whichever form or manner. In such event a managing director may not invoke compensation either with any claim he might have on the corporation. -----

SUPERVISION

Article 13

1. The corporation may have a board of supervisory ----- directors, pursuant to a resolution to that effect from - the general shareholders' meeting having been published - at the Commercial Register of the Chamber of Commerce of the place where the corporation has its statutory ----- domicile. If the general meeting should wish to rescind - the instituted board of supervisory directors, a ----- resolution to that effect from the general meeting should be published at such Commercial Register. -----
2. Supervisory directors are appointed by the general --- meeting and may at any time be suspended or removed from office by said meeting. -----
Only natural persons are eligible to be appointed in the capacity of supervisory director. -----
3. The supervisory board is entrusted with supervision -- on the management. In the accomplishment of its tasks and duties, the supervisory board shall be oriented to and -- guided by the interests of the corporation and its ----- attendant business enterprise, if any. -----
4. The supervisory board has the power to suspend any --- managing director. The suspension becomes null and void, if the party involved is not dismissed from office within two months after the date of suspension. -----
5. The board of managing directors shall timely provide -

APOSTILLE

(Convention de La Haye du 5 octobre 1961)

1. Country: Curaçao

This public document

2. has been signed by Cornelia Alfonsina Petronella Baaten, LL.M.

3. in the capacity of civil law notary

4. bears the seal/stamp of said civil law notary

Cornelia A.P. Baaten, LL.M.

Certified

5. at Curaçao

6. the

FEB 26 2024

7. Head Civil Status Register, Division

Ministry of Public Administration, Planning and Services

8. No.

1340

9. Seal/stamp:



10. Signature:

R.F. Haddocks, MBA
Head Civil Registry Office



