

Amendment of the articles of
Playtini N.V.
will be: **Vivardo N.V.**

Upon this twenty-ninth day of January, two thousand twenty-four, appeared before me, Fanny Joan Cloose-Fung-A-Loi, LL.M., a civil law notary, officiating in Curaçao:

Mrs. Ilsmarie Valentine Pieterella, a notarial assistant residing in Curaçao, with office address 52 Neptunusweg, born in Curaçao on February 14th, 1980, holder of an identity card with number 1980.02.14.02, unmarried.

The appearer declared that on January 22nd, 2024, the general meeting of shareholders of the limited liability company "**Playtini N.V.**", established in Curaçao, with office address Groot Kwartierweg 10, Livestrong Building, registered in the Commercial Register of the Curaçao Chamber of Commerce & Industry under number 149436, has resolved to change the articles of incorporation of said company in the way as stated hereinafter, by which resolution the appearer was authorized to execute said resolution, of which resolution a copy shall be attached to this deed, and which authorization was sufficiently evidenced by me, civil law notary.

The appearer, acting as aforesaid, declared to amend the articles of incorporation of "**Playtini N.V.**" in such a way that they will read as follows:

Name and Registered Office

Article 1

1. The company bears the name: "**Vivardo N.V.**" and is established in Curaçao.
In foreign trade the company may use instead of the abbreviation "N.V." in French the abbreviation "S.A." and in English the abbreviation "Inc.".
2. The registered office of the company is located in Curaçao.
3. The company has been incorporated for an indefinite period of time.

Purpose

Article 2

1. The object of the company is to organize, market, promote, manage, support and operate all types of remote gaming activities, comprising all types of games, betting and other operation of betting exchange, interactive casinos, bingos, lotteries and other interactive games and entertainment, for clients established or residing outside of Curaçao.
2. The company is authorized to enter into a corporate agreement (in Dutch '*vennootschappelijke overeenkomst*') as meant in article 2:127 of the Civil Code.

Capital and Shares

Article 3

The capital of the company consists of shares with a par value of one United States Dollar (USD 1.00) each.

Article 4

1. All shares shall be registered by name and shall be numbered from 1.
2. Share certificates shall be issued on request of a shareholder.

Article 5

1. Shares (including the granting of rights to acquire shares) shall be issued pursuant to a resolution of the general meeting of shareholders, hereafter referred to in these articles as the "general meeting", by a deed signed by the company and the acquirer of the shares or by a declaration of issuance sent to the acquirer of the shares by the company and a statement of acceptance thereof sent by the acquirer of the shares to the company, whether or not in advance.
2. The issuance will not take place until the identity of the acquirer of the shares has been confirmed and this identity has been verified by the company on the basis of documents, data or information from a reliable and independent source. Copies of the documents are kept with the shareholders register as stated in article 7.
3. The general meeting shall determine both the rate and the conditions for the issuance in accordance with these articles.
4. Each shareholder shall have a preferential right of subscription to any issue of shares pro rata to the total amount of his shares. A preferential right of subscription shall not be assignable.
5. The company cannot acquire shares in its own capital.

Article 6

Each share shall be issued only against full payment of the nominal value of such share.

Shareholders register

Article 7

1. The board of managing directors shall keep a register in which the names and addresses of all the shareholders are recorded, stating the type of share, the associated voting right, the amount deposited or shown as paid up, any outstanding payment obligation, stating whether it concerns an additional payment obligation and if so, the modalities thereof, the day and the modalities of the acquisition, any potential liability under Articles 2:102 paragraph 5 and 2:108a paragraph 1 of the Civil Code of Curaçao, and whether or not an issue of a share certificate has been issued.
2. The register shall also include the establishment or transfer of a right of usufruct on the shares and the establishment of a right of pledge on the shares, as well as a related transfer of voting rights. The name and address of the usufructuary and pledgee are mentioned in the register. Corresponding information is stated with regard to persons entitled to attend meetings, who are not shareholders, pledgees or usufructuaries.
3. The register shall be updated regularly. The day on which a change was made is mentioned for each change in the register.

4. Each grant of release from liability in respect of a current shortfall on the full payment of shares as well as, in respect of the grant of a release from liability for a call for payment of shares, the date of the release, shall be entered in the register of shares.
5. Every person registered in the register is obligated to ensure that his address and other necessary (contact) details are known to the company.
6. Upon request, the board will provide any person registered in the register free of charge with an extract from the register relating to his right to a share. If the share is subject to a right of usufruct or a right of pledge, the extract shall also state the information referred to in paragraph 2.
7. The register can be kept by a third party under the responsibility of the board.
8. The register can be kept in electronic form.
9. The board shall make the register available for inspection by the shareholders at the office of the company.

Right of use/pledge

Article 8

A usufructuary right or a pledge may be established on shares.

Joint property

Article 9

Where shares, including restricted rights thereto, are held jointly the partners may choose to be represented in dealings with the company by not more than one (1) person communicated to the company in writing.

Acquisition of own shares

Article 10

1. The acquisition by the company of shares held in its own capital that have not been fully paid up shall be void.
2. Fully paid up shares of the company may be acquired by the company only free of charge or if all the following provisions have been met:
 - a. the resolution to acquire fully paid up shares in the company shall be taken by the general meeting;
 - b. the equity of the company, less the acquisition price, is more than the nominal capital;
 - c. after the acquisition of the shares by the company at least one (1) share shall remain outstanding with others than the company itself.
3. The general meeting has the power to resolve to cancel one (1) or more shares of the company held in its own capital.

Transfer of Shares

Article 11

1. Shares are transferred by means of a deed of transfer signed by the parties and either service of that deed on the company by a bailiff or acknowledgment of the transfer by the company. Acknowledgment is effected by a signed note on the deed of transfer or a written statement from the company addressed to the acquirer(s). If it concerns shares that are still subject to a payment obligation or additional payment obligation,

then recognition can only take place if the deed of transfer bears a fixed date.

2. If a share certificate has been issued, that document, provided with a transfer note signed by the parties, may serve as a deed of transfer.
3. Provided the shares are fully paid up, the transfer may also take place by means of a written statement from the person entitled to that share addressed to the company, stating the transfer, with a subsequent written statement from the acquirer(s) addressed to the company, followed by a written statement of recognition issued by the company and addressed to both parties.

No restriction of transfer

Article 12

There are no restrictions on the transfer of shares nor on the establishment of restricted rights on shares.

Special duty of notification

Article 13

In the event of the death, grant of suspension of payment, bankruptcy, guardianship or dissolution of the matrimonial property regime of a shareholder otherwise than upon death, as well as upon the dissolution of a legal person being a shareholder and where a legal person being a shareholder ceases to exist in consequence of a legal merger, the shareholder and/or his successors is/are under the obligation to inform the company about these events.

Management of the company

Article 14

1. The board of managing directors shall consist of one (1) or more managing directors A and one (1) or more managing directors B, if appointed. Legal entities may also be appointed managing director.
2. Managing directors shall be appointed by the general meeting which may, at any time, suspend or remove them.
3. The remuneration and other conditions of appointment shall be set by the general meeting for each managing director individually.
4. In the event of the absence or non-appearance of a managing director the remaining managing director(s) remain charged with the management of the company. In the event of the absence or non-appearance of every managing director the general meeting shall appoint one (1) or more persons who shall be charged with temporary management of the company. Every shareholder shall be entitled to convene such general meeting.
The general meeting has the right, even in the event of absence or non-appearance of one (1) or more managing directors, but not all managing directors, to designate a person as referred to in the previous paragraph who will then also be charged with the management.
5. The board meets as often as a managing director so desires. The convening notice is issued by the managing director who initiated the

meeting, which notice shall state the items to be discussed, with due observance of a notice period of at least eight (8) days. At the meetings each managing director is entitled to cast one (1) vote. The managing directors can have themselves represented by another managing director by written proxy.

The board takes decisions by an absolute majority of the votes cast. In the event of a tie, the general meeting decides.

6. The board may establish regulations in which matters relating to it internally are stated. In that context, the board can determine, amongst other things, how the activities are divided among themselves. The general meeting may determine that the regulations are subject to its approval.
7. The board may also pass resolutions outside a meeting, provided that all board members entitled to vote have agreed to this manner of decision-making. Approval with the method of decision-making can be done electronically. In case of resolutions outside a meeting, the votes are cast in writing or electronically. The requirement that the votes will be cast in writing is also met if the resolution, stating the manner in which each of the directors has voted, is recorded in writing or electronically.
8. Board meetings may be held by a meeting of the managing directors in person, or by telephone, video conference or other means of communication, whereby all participating managing directors are able to communicate with each other simultaneously. Participation at such meetings will be considered equal to being present at a meeting.

Article 15

1. Every managing director shall be bound to the Company to properly perform the duties falling within the scope of his work.
2. All management tasks not assigned to one or several other managing directors in or pursuant to these articles shall pertain to the scope of work of a managing director.
3. Nevertheless every managing director shall bear responsibility for the general course of affairs and shall be bound to contribute to the extent possible towards averting the consequences of any damage-causing act, even if the matter does not fall within the scope of his work. The managing directors to whom certain tasks have been assigned pursuant to the second paragraph of this article shall keep the other managing directors informed on a regular basis of the state of affairs in the field of such tasks.
4. The liability in respect of the provisions laid down in paragraphs one to three, inclusive, of this article shall be in several for all the managing directors. However, the managing director who, also considering the scope of his work and the period during which he has been in office, proves that he cannot be blamed for the improper performance of duties and that he has not been negligent in taking measures to avert the consequences thereof, shall not be liable.

5. If, in the event of the company's bankruptcy, a claim is instituted by the trustee in bankruptcy on account of this article, the managing director shall not be entitled to rely on a discharge granted by the company in any way or form. In this case the managing director shall not be capable either of relying on a setoff against a claim on the company.

Appointment, suspension, dismissal and remuneration of managing directors

Article 16

1. The managing directors shall be appointed by the general meeting of shareholders, which body shall also determine the number of managing directors. When appointing the managing directors, the general meeting of shareholders may grant the following titles to each of the managing directors: Chairman, Vice-Chairman, President, Vice-President, Treasurer, Controller, Secretary, Assistant Treasurer, Assistant Controller and Assistant Secretary.
2. The general meeting of shareholders shall be competent at all times to suspend or dismiss managing directors.
3. A suspension in terms of the preceding paragraph shall cease if the suspended managing director has not been dismissed within two months from the day of the suspension.
4. The general meeting of shareholders shall determine for each managing director individually his remuneration and the further conditions of his appointment.

Representation

Article 17

1. The company shall be represented by each managing director A separately or by a managing director A acting jointly with a managing director B.
2. In legal acts with, or in legal proceedings against a managing director, as well as in case of conflict of the company with a managing director the company shall be represented by a special representative to be designated by the general meeting of shareholders.
3. The general meeting of shareholders shall be competent at all times to designate one or more persons as special representative of the company for the cases as referred to in the second paragraph of this article or for other cases of conflicting interests between the company and a managing director or shareholder, be this incidentally or for a certain period of time.
4. When adopting resolutions in the general meeting pursuant to this paragraph, the person whose conflicting interest is at issue shall not have the right to vote. The same shall apply in respect of a legal entity managed by the person concerned.
5. The managing director who knows or ought to understand that in respect of a proposed legal act there is a question of a conflict of interests between him and the company shall see to it, to the extent possible, that

the general meeting or the designated special representative shall be informed hereof in time.

Disposal of profits

Article 18

1. In immediate connection with the approval of the annual accounts, the general meeting decides on the distribution or withholding of the profit shown in those annual accounts and on making other distributions from the equity as shown in those annual accounts. Each share is entitled to an equal share in the profit to be distributed.
2. The company may distribute the profits available for distribution to the shareholders and other persons with a claim to such profits only to the extent that the amount of the equity of the company after such distribution is more than the nominal capital.
3. Shares held by the company in its own capital shall not be included in computing the distribution of profits, unless such shares are subject to a right of usufruct.
4. The board of managing directors shall not make an interim distribution of profits unless the provision of paragraph 2 has been met.

Dividends

Article 19

The dividend paid on shares may be claimed by the shareholder one (1) month after approval of the annual accounts unless the general meeting determines another period.

External expert

Article 20

1. The general meeting shall be competent without limitation to appoint an external expert for the purpose of supervising the bookkeeping on a regular basis, as also reporting to the general meeting on the annual accounts drawn up by the Management Board.
2. The expert shall be entitled to inspect all the company's books, records and other data carriers, the examination of which shall be necessary for the correct performance of his duty. Other than as required pursuant to the instructions given him, he shall not be permitted to disclose any information respecting the company's business as appearing or as communicated to him.
3. The expert shall report his findings also to the Management Board.

The General Meeting of Shareholders

Article 21

1. General meetings of shareholders shall be held in Curaçao.
2. A general meeting shall be held annually within a period not exceeding nine (9) months from the end of the company's financial year.
The following shall be treated during that meeting:
 - a. the annual accounts;
 - b. proposals placed on the agenda by the board of managing directors or by one (1) or more shareholders. Proposals by shareholders or other persons with the right to vote on shares must be submitted in

- writing, with an explanatory note, to the board of managing directors—
before the notice convening the meeting is sent;—
- c. the designation of a person meant in paragraph 4 of article 14 of—
these articles of incorporation;—
 - d. any other business, on the understanding that no legally valid—
resolutions may be passed in respect of business not specified in the
notice convening the meeting as being on the agenda, or in any—
supplementary convening notice sent within the period set for giving—
notice convening the meeting. —
3. In respect of a decision establishing a period of extension within the—
meaning of article 16 paragraph 2 above the annual accounts and—
annual report shall be treated in conformity with that decision. —
 4. General meetings shall be held as frequently as the board of managing—
directors convenes them. The board of managing directors shall be—
obliged to convene a general meeting when requested in writing by each
person entitled to about subjects that fall under that voting right, provided
they have a reasonable interest. —
If the board does not comply with such a request within seven (7) days—
after the day on which the request has reached the company or the body
concerned, the petitioners themselves may convene the meeting. —

Convening the General Meeting

Article 22

1. Each person entitled to attend a meeting is entitled to attend, either in—
person or by written proxy, the general meeting and to address the—
meeting. —
Persons entitled to attend a meeting are all the shareholders and—
persons who are entitled to vote. —
Shares for which the law stipulates that no votes may be cast shall not—
be taken into account in determining to what extent a shareholder is—
present or represented. —
2. Persons entitled to attend a meeting shall be summoned to a general—
meeting by written notice specifying a period of summons of at least five—
(5) days, excluding the day of despatch and the day of receipt. The—
convening notice shall be sent to the addresses of the persons entitled—
to attend a meeting. In case one (1) or more addresses are not known,—
the convocation must be published in the official gazette of Curaçao. —
3. The convening notice shall state the place of the meeting and the—
subjects to be discussed. Subjects that are proposed by a person—
entitled to vote in due time will be placed on the agenda, unless this shall
not be in the interests of a good order in the meeting. In any case, the—
nominated subjects will be stated in the notice. —
4. If a proposal is made to amend the articles of incorporation, a copy of—
that proposal, in which the proposed amendments are laid down literally,—
is sent or deposited at the offices of the company for the shareholders to
inspect. —

5. A managing director is authorised to be present at the general meeting — and as such he has a consultative voice. _____

Chairing the General Meeting _____

Article 23 _____

1. The general meeting shall be chaired by a person designated as _____ chairman by the general meeting. The minutes of the business _____ transacted at the general meeting shall be kept by a person appointed _____ thereto by the general meeting. _____
2. The board of managing directors shall be empowered to order that a _____ notarial report of the business transacted at the general meeting shall be executed, the costs thereof to be for the account of the company. _____
3. If a notarial report is not executed, the minutes of the business _____ transacted at the general meeting shall be adopted in the meeting which _____ be signed by the chairman and by the person who took the minutes _____ during that meeting by witness thereof. _____
4. The board of managing directors shall keep the minutes of the general _____ meeting. The minutes are deposited at the office of the company for _____ inspection by the shareholders, at whose request a copy or an excerpt of such minutes shall be issued at not more than the cost price. _____

Passing of resolutions _____

Article 24 _____

1. Each share shall entitle the shareholder to cast one (1) vote. _____
2. The resolutions of the general meeting shall be passed by an absolute _____ majority of the votes cast, except in those cases where a greater _____ majority is required by these articles or by the law. _____
3. Votes shall be cast verbally in respect of business other than persons; _____ votes cast in respect of persons shall be in writing and unsigned. If a _____ ballot in respect of persons fails to secure an absolute majority a second- _____ ballot shall be held between the two (2) persons for whom the most _____ votes were cast at the first ballot. _____
4. If a vote in respect of business other than persons results in a tie the _____ board of managing directors shall have the decisive vote. _____ If a vote in respect of persons results in a tie the proposal shall be _____ determined by the drawing of lots. _____
5. Blank votes shall be deemed not to have been cast. _____
6. No vote may be cast at the general meeting for a share held by the _____ company. _____

Shares which by virtue of the above possess no voting rights shall not be taken into account in determining to what extent capital is represented at the general meeting. _____

Passing of resolutions other than in a general meeting _____

Article 25 _____

Any resolution that may be passed in a shareholders meeting may also be taken outside such meeting, provided that all persons entitled to attend the meeting have agreed to this manner of decision-making in writing, whether or not by any means of telecommunication. _____

Special resolutions

Article 26

1. A resolution to amend these articles of incorporation, to dissolve the company, to convert the company or to merger or split-off the company, shall be passed only in a general meeting at which a minimum of two thirds (2/3) of the nominal capital is represented and by a majority of not less than three quarters (3/4) of the votes cast.
2. If the capital referred to in the preceding paragraph is not represented another meeting shall be convened and shall be held within one (1) month but not earlier than fifteen (15) days of the first meeting at which and without reference to the capital there represented the resolution to amend the articles of incorporation or to dissolve the company may be passed by a majority of not less than three quarters (3/4) of the votes cast, while the resolutions to merge shall be taken with unanimous vote. The notice convening this meeting shall state that it is a second meeting.

Convening notices and other notices

Article 27

1. Convening notices and other notices sent by or to the company shall be in writing sent by mail, whether or not recorded, telefax or by e-mail. Messages intended for shareholders shall be sent to the address known to the company.
2. Notices that by virtue of law or the articles of incorporation must be sent to the general meeting may be effected by inclusion in the notice convening the general meeting.

Dissolution

Article 28

1. Upon dissolution of the company, the liquidation will be effected by the board, unless the general meeting decides otherwise.
2. During the liquidation, the provisions of these articles of incorporation will remain in force as far as possible. The provisions therein regarding directors then apply to the liquidators.
3. Any credit balance in the liquidation account remaining after satisfaction of creditors shall be distributed to the shareholders pro rata to the shares held by each shareholder.
4. Upon completion of the liquidation process the company shall cease to exist at the moment the liquidator confirms in writing (in accordance with article 2:31 of the Civil Code of Curaçao) that no assets nor liabilities are known to him.

Written Expressions

Article 29

1. For the purposes of these provisions, written expression shall be on a par with an expression made by writ, telegram, telex, telefax, e-mail or other text conveying means of communication.
2. From all writings, printed documents and written expressions of the company, with the exception of expressions made by telegram, telex, telefax, e-mail or other text conveying means of communication, the full

name of the company, the territory where it is domiciled according to its—
articles, the registration number of the company with the Chamber of—
Commerce and its registered office shall be clearly evident. _____

Final Declaration _____

The appearer, acting as aforementioned, declared finally: _____

- that at the time of this amendment one (1) share has been placed. _____

The appearer is known to me, civil law notary. _____

WHEREUPON THIS DEED is drawn up in an original in Curaçao on the—
date specified in the head of this deed. _____

The substantive contents of this deed having been communicated to the—
appearer, she has agreed to have been informed of the contents of this—
deed and declined a full reading thereof. _____

Following an abridged reading, this deed is without further delay signed by—
the appearer and by me, civil law notary. _____

(signatures)

ISSUED FOR TRUE COPY:



