

# Business and Corporate Information Form

This application form is to be completed by an official representative of the applicant for an online gaming license, or by any person who is directed to do so by the Gaming Control Board.

If a question does not apply (those marked as YES), leave it blank in response to that question. If there is nothing to disclose in response to a particular question, write "None" in response to that question. All questions are mandatory. Forms must be filled and submitted in digital format only. Handwritten forms are not accepted.

**Application Number:**

*Follow instructions on the portal for your application number*

**Date of Application:**

**1. Brand Name:**

*The name given to the products or services under the gaming license.*

**2. Company Registered Name:**

*The applicant company must be registered with the Curaçao Chamber of Commerce.*

**3. Company Registration Number:**

*Assigned by the Curaçao Chamber of Commerce.*

**4. Company Tax Identification Number:**

*Issued by the Inspectorate of Taxes Crib Department.*

**5. Date of Incorporation:**

**6. Corporate Address:**

*The corporate address of the applicant company in Curaçao*

**7. Applicant company history:**

*Select one*

☐

7.1. Start-up/New operation with no previous record of gaming

☐

7.2. Expanding business for an existing operation from another jurisdiction/s

7.2.1. List all jurisdictions where applicant is already licensed:

☐

7.3. Transferring an operation from another jurisdiction:

*If 7.3 then answer 7.3.1 below:*

7.3.1. Jurisdiction:

☐

7.4. Existing Operation under an agreement with an existing Curaçao license holder (name):

7.4.1. Number of existing Curaçao license:

## Representation

8. The official representative in Curaçao is a:

*Select one*

☐

8.1.Trust Service Provider:

8.1.1. Name trust service provider:

8.1.2. Register Number:

☐

8.2.Individual Person:

8.2.1. Full Name:

8.2.2. Passport Number:

8.2.3. Role with applicant:

8.2.4. Residential Address:

8.2.5. The person is a permanent resident of Curaçao:

☐

Yes

## Source of Funds

9. How is the business being funded

*Select all that apply*

*Sufficient proof must be submitted with the application to support the answer to this question.*

☐

9.1.Funding by shareholders or third parties.

☐

9.2.Loans by shareholders or third parties.

☐

9.3.Funds owned by the company (through cashflow or other means).

☐

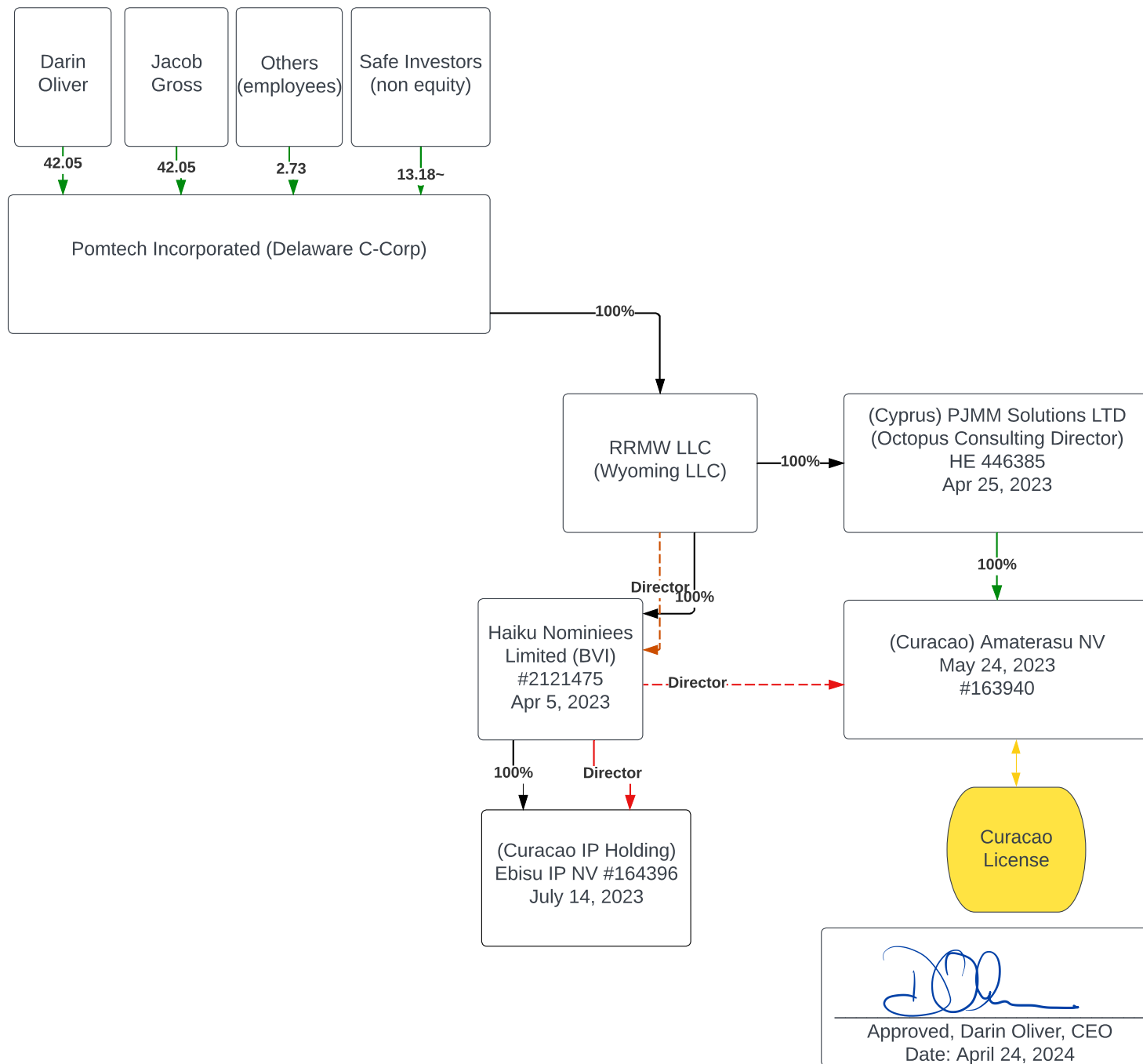
9.4.Other means:

## Enclosures

**10. This form requires the following enclosures:**

- 10.1. Updated company structure diagram showing equity and control percentages, signed by a company director of the applicant company.
- 10.2. Share ledger of the applicant company including companies holding 10% or more shareholding in the applicant company.
- 10.3. Directors list for the applicant company including companies holding 10% or more shareholding in the applicant company.
- 10.4. Articles of Incorporation of the applicant company including companies holding 10% or more shareholding in the applicant company
- 10.5. A business plan with a three year forecast (see business plan guidelines online).
- 10.6. Where the business is part of other gaming business, or has been in operation for more some time, submit the latest compiled or audited accounts.
- 10.7. Proof of how the business is being funded and by whom (Question 9 above).

*For official use only*



## PomTech Incorporated Summary Cap Table

|                                                  | Shares<br>Authorized | Shares Issued<br>and Outstanding | Fully Diluted<br>Shares | Post Dilution<br>Ownership | * Fully Diluted | * Cash Paid     |
|--------------------------------------------------|----------------------|----------------------------------|-------------------------|----------------------------|-----------------|-----------------|
| <b>Common Stock classes</b>                      |                      |                                  |                         |                            |                 |                 |
| Common Class B (CB) Stock                        | 9,000,000            | 9,000,000                        | 9,000,000               | 96.854%                    |                 | \$ 90.00        |
| Darin Oliver Class B                             | 4,500,000            | 4,500,000                        | 4,500,000               | 48.427%                    | 42.05%          |                 |
| Jacob Gross Class B                              | 4,500,000            | 4,500,000                        | 4,500,000               | 48.427%                    | 42.05%          |                 |
| Common Class B (CA) Stock*                       | 10,000,000           | 292,318                          | 292,318                 | 3.146%                     | 2.73%           |                 |
| Convertibles (Safes)                             |                      |                                  |                         |                            | 13.18%          | \$ 1,545,341.38 |
| <b>Total Common Stock issued and outstanding</b> |                      |                                  | 9,292,318               | 100.000%                   | 100.00%         |                 |

### Preferred Stock classes

|                                                     |  |  |  |       |  |      |
|-----------------------------------------------------|--|--|--|-------|--|------|
| <b>Total Preferred Stock issued and outstanding</b> |  |  |  | .000% |  | \$ - |
|-----------------------------------------------------|--|--|--|-------|--|------|

| Convertibles***                  | Type | Discount | Cap             | Cap Type        | * Principal            |
|----------------------------------|------|----------|-----------------|-----------------|------------------------|
| Group I                          | SAFE | None     | 6,900,000       | Post-Money      | \$ 345,000.00          |
| Group II                         | SAFE | None     | 8,000,000       | Post-Money      | \$ 105,920.69          |
| Group III                        | SAFE | None     | 15,000,000      | Post-Money      | \$ 714,420.69          |
| Group IV                         | SAFE | None     | 18,000,000      | Post-Money      | \$ 380,000.00          |
| <b>Total Convertibles issued</b> |      | Weighted | \$13,435,986.38 |                 | \$ 1,545,341.38        |
| Fully Diluted                    |      |          | 13.18%          |                 |                        |
| <b>Totals</b>                    |      |          |                 | <b>100.000%</b> | <b>\$ 1,545,341.38</b> |

### Notes:

\*Some shares subject to vesting

\*\*Assumes full Cap price reached

\*\*\*Convertibles grouped by Cap Price

| Name                                | Common Class B (CB)) | Common Class A (CA) | Outstanding Shares | Fully Diluted Shares | Vested  | Outstanding Ownership | Fully Diluted/Vested Ownership | * Cash Raised | * SAFE Post-Money Cap | Fully Dilluted |
|-------------------------------------|----------------------|---------------------|--------------------|----------------------|---------|-----------------------|--------------------------------|---------------|-----------------------|----------------|
| Agile Rainmakers LLC                |                      | 22,727              | 22,727             | 22,727               | 22,727  | 0.24%                 |                                | \$ -          | \$ -                  | 0.21%          |
| Darin Oliver                        | 4,500,000            |                     | 4,500,000          | 4,500,000            |         | 48.43%                | 48.43%                         | \$ 45.00      | \$ -                  | 42.05%         |
| Jacob Gross                         | 4,500,000            |                     | 4,500,000          | 4,500,000            |         | 48.43%                | 48.43%                         | \$ 45.00      | \$ -                  | 42.05%         |
| Yevhen Yezerskyy (Employee Vesting) |                      |                     | 106,633            | 106,633              | 106,633 | 1.15%                 | 1.15%                          | \$ -          | \$ -                  | 1.00%          |
| Wyatt Calandro                      |                      |                     | 46,462             | 46,462               | 46,462  | 0.50%                 | 0.50%                          | \$ -          | \$ -                  | 0.43%          |
| Aiden Biggs (Employee Vesting)      |                      |                     | 116,496            | 116,496              |         | 0.00%                 | 1.25%                          | \$ -          | \$ -                  | 1.09%          |
| Alex Reynolds                       |                      |                     |                    |                      |         | 0.00%                 | 0.00%                          | \$ 50,000.00  | \$ 6,900,000.00       | 0.72%          |
| Alokrd LLC                          |                      |                     |                    |                      |         | 0.00%                 | 0.00%                          | \$ 25,000.00  | \$ 6,900,000.00       | 0.36%          |
| Arkadij Bojko                       |                      |                     |                    |                      |         | 0.00%                 | 0.00%                          | \$ 10,000.00  | \$ 6,900,000.00       | 0.14%          |
| Daniel Lev                          |                      |                     |                    |                      |         | 0.00%                 | 0.00%                          | \$ 5,000.00   | \$ 6,900,000.00       | 0.07%          |
| Jordi Alexander                     |                      |                     |                    |                      |         | 0.00%                 | 0.00%                          | \$ 69,000.00  | \$ 6,900,000.00       | 1.00%          |
| Kevin Young                         |                      |                     |                    |                      |         | 0.00%                 | 0.00%                          | \$ 40,000.00  | \$ 6,900,000.00       | 0.58%          |
| Larry Feinberg                      |                      |                     |                    |                      |         | 0.00%                 | 0.00%                          | \$ 3,000.00   | \$ 6,900,000.00       | 0.04%          |
| Logan Morley McCurdy                |                      |                     |                    |                      |         | 0.00%                 | 0.00%                          | \$ 14,000.00  | \$ 6,900,000.00       | 0.20%          |
| Luigi Charles                       |                      |                     |                    |                      |         | 0.00%                 | 0.00%                          | \$ 4,000.00   | \$ 6,900,000.00       | 0.06%          |
| Spirit Enterprises LLC              |                      |                     |                    |                      |         | 0.00%                 | 0.00%                          | \$ 100,000.00 | \$ 6,900,000.00       | 1.45%          |
| Stephen Ilett                       |                      |                     |                    |                      |         | 0.00%                 | 0.00%                          | \$ 25,000.00  | \$ 6,900,000.00       | 0.36%          |
| Alex Ward                           |                      |                     |                    |                      |         | 0.00%                 | 0.00%                          | \$ 10,000.00  | \$ 8,000,000.00       | 0.13%          |
| Eric Dauphin                        |                      |                     |                    |                      |         | 0.00%                 | 0.00%                          | \$ 25,000.00  | \$ 8,000,000.00       | 0.31%          |
| Jinhee Chung                        |                      |                     |                    |                      |         | 0.00%                 | 0.00%                          | \$ 25,000.00  | \$ 8,000,000.00       | 0.31%          |
| Kai Feinberg                        |                      |                     |                    |                      |         | 0.00%                 | 0.00%                          | \$ 5,000.00   | \$ 8,000,000.00       | 0.06%          |
| Karen Sidorov                       |                      |                     |                    |                      |         | 0.00%                 | 0.00%                          | \$ 7,500.00   | \$ 8,000,000.00       | 0.09%          |
| Rattiya Ampai                       |                      |                     |                    |                      |         | 0.00%                 | 0.00%                          | \$ 15,000.00  | \$ 8,000,000.00       | 0.19%          |
| Sherry Nissim                       |                      |                     |                    |                      |         | 0.00%                 | 0.00%                          | \$ 5,000.00   | \$ 8,000,000.00       | 0.06%          |
| Teoman Yavuzkurt                    |                      |                     |                    |                      |         | 0.00%                 | 0.00%                          | \$ 13,420.69  | \$ 8,000,000.00       | 0.17%          |
| Kai Feinberg (Second Investment)    |                      |                     |                    |                      |         | 0.00%                 | 0.00%                          | \$ 6,000.00   | \$ 15,000,000.00      | 0.04%          |
| Jordi Alexander (Second Investment) |                      |                     |                    |                      |         | 0.00%                 | 0.00%                          | \$ 100,000.00 | \$ 15,000,000.00      | 0.67%          |
| Gerry Ward                          |                      |                     |                    |                      |         | 0.00%                 | 0.00%                          | \$ 25,000.00  | \$ 15,000,000.00      | 0.17%          |
| James Boyce                         |                      |                     |                    |                      |         | 0.00%                 | 0.00%                          | \$ 50,000.00  | \$ 15,000,000.00      | 0.33%          |
| Garwal Investments LLC:             |                      |                     |                    |                      |         | 0.00%                 | 0.00%                          | \$ 200,000.00 | \$ 15,000,000.00      | 1.33%          |
| RKN Trust                           |                      |                     |                    |                      |         | 0.00%                 | 0.00%                          | \$ 25,000.00  | \$ 15,000,000.00      | 0.17%          |
| Nick Fazzari                        |                      |                     |                    |                      |         | 0.00%                 | 0.00%                          | \$ 10,000.00  | \$ 15,000,000.00      | 0.07%          |
| Five Rivers Investments LLC         |                      |                     |                    |                      |         | 0.00%                 | 0.00%                          | \$ 200,000.00 | \$ 15,000,000.00      | 1.33%          |
| Daniel Zartman                      |                      |                     |                    |                      |         | 0.00%                 | 0.00%                          | \$ 80,000.00  | \$ 15,000,000.00      | 0.53%          |

| Shareholder/Member   | Address                                  | Cert No. | Number | Percentage Ownership | Date Issued | Amount Paid p/s | Date Cancelled |
|----------------------|------------------------------------------|----------|--------|----------------------|-------------|-----------------|----------------|
| Pomtech Incorporated | 4244 W Belmont Ave,<br>Chicago, IL 60641 | 1        | 1      | 100%                 | 04.03.2023  | 0               |                |

RRMW, LLC (Wyoming)

Register of Directors/Managers

| Manager                | Address                                       | Titke     | Appointeed By                           |
|------------------------|-----------------------------------------------|-----------|-----------------------------------------|
| Darin Oliver, CEO      | QE II Street,<br>Alderney, GY9 3TB , Guernsey | CEO       | Pomtech Incorporated<br>Managing Member |
| Jacob Gross, President | 4244 W Belmont Ave,<br>Chicago, IL 60641      | President |                                         |

HE 446385

MINISTRY OF ENERGY, COMMERCE AND INDUSTRY  
DEPARTMENT OF REGISTRAR OF  
COMPANIES AND INTELLECTUAL PROPERTY  
NICOSIA

25 April, 2023

**CERTIFICATE**

**PJMM SOLUTIONS LIMITED**

It is hereby certified that, in accordance with the records kept by this Department  
the following are the Shareholders of the above Company :

| <u>Names and Addresses</u>                                            | <u>Class (value)</u>  | <u>No. of Shares</u> |
|-----------------------------------------------------------------------|-----------------------|----------------------|
| <b>RRMW LLC</b>                                                       |                       |                      |
| N Gould St Ste R, 30<br>Sheridan ,, WY 8280, United States of America | ORDINARY ( EUR 1.00 ) | 5000                 |

  
for Registrar of Companies

## APOSTILLE

(Convention de La Haye du 5 octobre 1961)

1. Country: Cyprus

This public document

2. has been signed by Katia Argyrou

3. acting in the capacity for Registrar of Companies

4. bears the seal/stamp of Department of Registrar of Companies and Intellectual Property, Ministry of Energy, Commerce and Industry

Certified

5. at APOSTILLE - MJPO

6. the 28/04/2023

7. by Myria Georgiou

8. No NIC MJPO-NIC 000631740/2023

9. Seal/stamp:

10. Signature:



For Permanent Secretary  
Ministry of Justice and Public Order  
26552322

**NAME: AMATERASU N.V.**  
**Established in: Curaçao**  
**Incorporated: May 24, 2023**

# **STOCK REGISTER**

**Issued Capital: USD 5,000=**  
**Par Value Shares: USD 5=**  
**Registered Shares**

| COLUMN NUMBER                             | 1                                                                                                                    | 2                                                                                                                    | 3 | 4 | 5 | 6 |
|-------------------------------------------|----------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------|---|---|---|---|
| 1. Stockholder's name                     | Dutch Antilles Management N.V.                                                                                       | PJMM Solutions LTD                                                                                                   |   |   |   |   |
| 2. Stockholder's address                  | Abraham de Veerstraat 7<br>Willemstad, Curaçao                                                                       | Avlonos, 1 Maria House<br>1075, Nicosia Cyprus                                                                       |   |   |   |   |
| 3. Stock's quantity                       | **1000**                                                                                                             | **1000**                                                                                                             |   |   |   |   |
| 4. Stock's No.                            | *1 u/i 1000*                                                                                                         | Certificate 1<br>*1 u/i 1000*                                                                                        |   |   |   |   |
| 5a. Date of issue                         | May 24, 2023                                                                                                         |                                                                                                                      |   |   |   |   |
| 5b. Date of transfer                      | May 24, 2023                                                                                                         |                                                                                                                      |   |   |   |   |
| 6. Payment date                           | May 24, 2023                                                                                                         |                                                                                                                      |   |   |   |   |
| 7. Amount paid                            | USD 5,000=                                                                                                           |                                                                                                                      |   |   |   |   |
| 8. Director's signature                   | <br>Dutch Antilles Management N.V. | <br>Dutch Antilles Management N.V. |   |   |   |   |
| 9. Name new Stockholder                   | See stockholder in column 2                                                                                          |                                                                                                                      |   |   |   |   |
| 10. Stock's quantity                      | *1000*                                                                                                               |                                                                                                                      |   |   |   |   |
| 11. Stock's No.                           | *1 u/i 1000*                                                                                                         |                                                                                                                      |   |   |   |   |
| 12. Remaining stock's quantity and number | NIL                                                                                                                  |                                                                                                                      |   |   |   |   |

## MANAGEMENT AGREEMENT

1. **Dutch Antilles Management N.V.**, the limited liability company in accordance with the laws of Curaçao, having its principal office at Abraham de Veerstraat 7, Willemstad, Curaçao, registered in the Trade Register of the Chamber of Commerce of Curaçao under number 10692, duly represented in the purpose hereof by acting as Managing Director;

(hereinafter referred to as the "**Local Representative**")

and

2. **Amaterasu N.V.** a company in accordance with the laws of Curaçao, having its principal office at Abraham de Veerstraat 9, Willemstad, Curaçao registered in the Trade Register of the Chamber of Commerce of Curaçao under number 163940, duly represented for the purpose hereof by Haiku Nominees Limited as Managing Director;

(hereinafter referred to as the "**Company**")

Jointly referred to as the "**Parties**"

### WHEREAS,

- (A) **Haiku Nominees Limited** will carry out management services for the Company;
- (B) **Dutch Antilles Management N.V.**, has agreed to perform certain services for the company in its capacity of **Local Representative**
- (C) the Parties wish to lay down in writing the terms and conditions under which the **Local Representative** will perform its duties as **representative** of the Company.

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants hereinafter contained, it is agreed by and between the Parties as follows:

### Article 1 appointment and term

- 1.1. **Dutch Antilles Management N.V.**, shall be the **Local Representative** of the Company, which appointment is hereby accepted.
- 1.2. This agreement is made on May 31, 2023 and is effective as of May 24, 2023



## Article 2 duties and responsibilities

The **Local Representative** shall in particular be charged with the local representation of the Company, which will consist of:

- i. providing domiciliation to the Company;
  - ii. registering the Company with the Commercial Register of the Chamber of Commerce and the officials of the Company, where applicable;
  - iii. obtaining the business and directors' licenses from the Ministry (Department) of Economic Affairs of Curaçao (M.E.O), if applicable;
  - iv. filing of tax returns of the Company with the local tax authorities;
  - v. the compliance of the Company in accordance with the National Ordinance on Identification when rendering Services ('NOIS') and the National Ordinance on the Reporting of Unusual Transactions ('NORUT');
  - vi. maintaining of the Company in Good Standing.
- vii. The **Local Representative** shall fulfil its duties properly, diligently, faithfully and to the best of its ability in the best interest of the Company, provided that **Local Representative** shall not be obliged to do or omit to do anything which it considers to be in conflict with the lawful interests of the Company, and/or the laws and regulations of Curaçao and/or any other jurisdiction.
- viii. In connection with the proper performance of its duties, the **Local Representative** may engage the services of accountants, auditors, lawyers or other professional advisors to obtain such advice or to provide such services as the **Local Representative** reasonably considers necessary or desirable. The costs of such services will be for the account of the Company.

## Article 3 remuneration

- 3.1 The **Local Representative** will receive a minimum annual management fee of USD 2,000.- to be paid prior to the commencement of a new calendar year. The annual fee is payable in advance and is nonrefundable.
- 3.2 The **Local Representative** reserves the right to increase its fees and will inform the Company of such an increase in writing.



- 3.3 In addition to the annual fixed fees, the Local Representative reserves the right to invoice all incidental out-of-pocket expenses and time spent by its team members on the company's affairs, including but not limited to services rendered on compliance issues, updating KYC documents, reporting to the FIU, annual financial statements, application of business & director's licenses, services with respect to commercial register, tax returns, appeals of tax assessments, tax audits, central bank inquiries and audits, gaming control board inquiries, audits and any other services that deemed to be necessary to maintain the company in good standing.
- 3.4 For the above-mentioned additional services, the **Local Representative** will charge a fee on a time spent basis against the average hourly rate of USD 150.-
- 3.5 Fees are charged once a year unless it is necessary to charge additional costs in between and invoices are due upon receipt. In the event of non-compliance with regard to payment obligations towards **Local Representative**, the company will be in default. Failure to comply with the default shall be considered negligence in the fulfilment of its obligations of this Agreement. In which case **Local Representative** is authorized to terminate the Agreement on the basis of Article 6 of this Agreement.
- 3.6 All outstanding invoices and amounts are due immediately for payment at termination.

#### Article 4 termination by the Local Representative

- 4.1. **Local Representative** may resign from its position as representative of the Company at any time. Such resignation shall be effective as from the time when written notice to that effect shall have been given to the Company.

#### Article 5 termination by the Company

- 5.1 The Company can terminate this agreement by giving written notice to the Local Representative.



#### Article 6 termination by either party with immediate effect

6.1 This agreement may also be terminated by either party with immediate effect upon the occurrence of any of the following events:

- i. in the event that the other party is declared bankrupt
- ii. in the event that the other party is granted a suspension of payments (in Dutch: *surseance van betaling*)
- iii. in the event of the winding up of the other party;
- iv. in the event that the other party is seriously and culpably negligent in the fulfilment of its obligations under this agreement after having been summoned in writing to fulfill these obligations.
- v. In case the company is active in the gaming industry and in possession of a (sub)license under the Curacao gaming regulation, if an infraction or violation of the applicable gaming regulation and/or (sub)license conditions that would result in a change or downgrade in the status of the Company.

#### Article 7 administrative duty and liquidation of the Company

7.1 All businesses or independent professions are obliged to keep an administration of their financial situations in accordance with local legislation. In case of liquidation of the Company the **Local Representative** will keep the books, documents, and other administrative documents and data for ten (10) years.

#### Article 8 Governing law and jurisdiction

8.1 This Agreement shall be governed by the laws of Curaçao and any disputes arising hereunder shall be brought before the Court of First Instance in Curaçao to the exclusive jurisdiction of which the parties hereby submit.

#### Article 9 Complete agreement, modification

9.1 This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof. Any amendments to this agreement shall only be valid if in writing and signed by the Parties.



Article 10 Indemnity

- 10.1 The Company shall indemnify and hold the **Local Representative** harmless from and against any and all liabilities, costs, damages and expenses (including reasonable attorney's fees and Court costs) which the **Local Representative** may sustain or suffer by any claim resulting from the performance of its duties under this Agreement and which is not caused by gross negligence or wilful misconduct in the performance of its duties under this Agreement.

**Dutch Antilles Management N.V.**  
(as Local Representative)

  
(Managing Director)

**Amaterasu N.V.**

  
by: Haiku Nominees Limited  
(Managing Director)

ΚΥΠΡΙΑΚΗ  
REPUBLIC



ΔΗΜΟΚΡΑΤΙΑ  
OF CYPRUS

**HE 446385**

MINISTRY OF ENERGY, COMMERCE AND INDUSTRY  
DEPARTMENT OF REGISTRAR OF  
COMPANIES AND INTELLECTUAL PROPERTY  
NICOSIA

25 April, 2023

**CERTIFICATE**

**PJMM SOLUTIONS LIMITED**

It is hereby certified that, in accordance with the records kept by this Department, the following are the Director and Secretary of the above Company:

Director

Country of Nationality

**OCTOPLUS CONSULTANTS LIMITED**

Chytron, 3  
Flat/Office 301  
1075, Nicosia, Cyprus

Secretary

Country of Nationality

**CHRISTIANA GEORGIU**

Cyprus

Pavlou Liasidi, 22A  
Archangelos, 2331, Nicosia, Cyprus

(Sgd.) K. ARCYROU

For Registrar of Companies

| Shareholder/Member   | Address                                  | Cert No. | Number | Percentage Ownership | Date Issued | Amount Paid p/s | Date Cancelled |
|----------------------|------------------------------------------|----------|--------|----------------------|-------------|-----------------|----------------|
| Pomtech Incorporated | 4244 W Belmont Ave,<br>Chicago, IL 60641 | 1        | 1      | 100%                 | 04.03.2023  | 0               |                |

RRMW, LLC (Wyoming)

Register of Directors/Managers

| Manager                | Address                                       | Titke     | Appointeed By                           |
|------------------------|-----------------------------------------------|-----------|-----------------------------------------|
| Darin Oliver, CEO      | QE II Street,<br>Alderney, GY9 3TB , Guernsey | CEO       | Pomtech Incorporated<br>Managing Member |
| Jacob Gross, President | 4244 W Belmont Ave,<br>Chicago, IL 60641      | President |                                         |

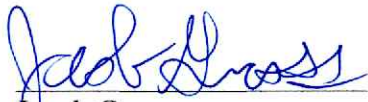
Feb 23, 2024

Pomtech Incorporated

Register of Directors/Managers

| Director               | Address                                          | Titke                                | Appointeed By                    |
|------------------------|--------------------------------------------------|--------------------------------------|----------------------------------|
| Darin Oliver, CEO      | QE II Street,<br>Alderney, GY9<br>3TB , Guernsey | C E O ,<br>Director/<br>Chariman     | Pomtech<br>Incorporated<br>Board |
| Jacob Gross, President | 4244 W<br>Belmont Ave,<br>Chicago, IL<br>60641   | President,<br>Director,<br>Secretary |                                  |

I, Jacob Gross do hereby swear or affirm that this is a true, exact, complete and unaltered copy of the PomTech Incorporated Register of Diretors/Managers dated Feb 23, 2024 comprising 1 page that is in my possession. I further swear that this is an exact copy, contains no alternations and is a genuine copy of the original and that I have initialed every page.

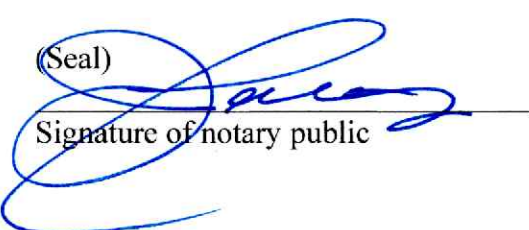
  
Jacob Gross

State of Illinois

County of Cook

Signed and sworn (or affirmed) to before me on 2/24/24 (date) by Jacob Gross as President of PomTech Incorporated.

(Seal)

  
Signature of notary public



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 general meeting may also be taken outside such meeting provided every person entitled to attend the meeting -- has agreed in writing to this way of adopting resolutions without a meeting -- being held. -----

**Special resolutions** -----

**Article 26** -----

1. A resolution to amend these articles or to wind up the company shall be passed only in a general meeting at which not less than a minimum of --- two thirds of the issued capital is represented and by a majority of not --- less than three quarters of the votes cast. -----

A resolution to merge may only be taken unanimously at a general ----- meeting of shareholders at which two thirds of the issued capital is ----- represented. -----

2. If the capital referred to in the preceding paragraph is not represented -- another meeting shall be convened and shall be held within one month but not earlier than fifteen 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 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 association must be sent to the general meeting may be effected by inclusion in the notice convening the general meeting. -----

**Dissolution** -----

**Article 28** -----

1. Liquidation of the company upon its winding up shall be done by the ---- board of managing directors, unless the general meeting determines ---- otherwise. -----
2. These articles shall, as far as possible, remain in force during the ----- liquidation. The provisions relating to managing directors shall 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. The company shall continue to exist after winding up to the extent that --- such continued existence shall be required for the purposes of ----- liquidating the assets of the company only. -----

**Final Provision** -----

**Article 29** -----

Any powers not conferred on other persons shall, within the limits set by law and these articles, be vested in the general meeting. -----

**Final Declaration** -----

The appearer, acting as aforementioned, declared finally: -----

1. to hereby appoint the limited liability company **Dutch Antilles Management N.V.**, aforementioned, as managing director of the ----- company for the first time; -----
2. that the first financial year of the company starts today and shall end on December thirty-first, two thousand and twenty-three; -----
3. that hereby one thousand (1.000) shares, numbered 1 through 1.000, --- representing a nominal capital of five thousand United States Dollars --- (USD 5.000,00), are issued upon incorporation to the incorporator, which shares are hereby accepted in ownership by the appearer, acting as ---- aforementioned, under the obligation for the incorporator to pay at least five thousand United States Dollars (USD 5.000,00) to the company; ----
4. that according to the incorporator the equity of the company is at least --- equal to the nominal capital. -----

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

**WHEREUPON THIS DEED** is drawn up in one 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. -----

Was signed: V.S. Mohan; H. Simon, not. -----



ISSUED AS A TRUE COPY!

## INDEMNITY AGREEMENT

1. **Dutch Antilles Management N.V.**, a limited liability company in accordance with the laws of Curaçao, having its principal office at Abraham de Veerstraat 7, Willemstad, Curaçao, registered in the Trade Register of the Chamber of Commerce of Curaçao under number 10692, duly represented in the purpose hereof by acting as Managing Director; (hereinafter referred to as the "**Local Representative**")  
  
and
2. **Amaterasu N.V.**, a company in accordance with the laws of Curaçao, having its principal office at Abraham de Veerstraat 9, Willemstad, Curaçao registered in the Trade Register of the Chamber of Commerce of Curaçao under number 163940, duly represented in the purpose hereof by Haiku Nominees Limited acting as Managing Director; (hereinafter referred to as the "**Company**")  
  
and
3. **Darin Scott Oliver**, a citizen of the US residing at 21 Chase side Avenue, SW20 8LU London, England;  
  
and
4. **Jacob Alexander Gross**, a citizen of the US residing at 4244 W Belmont Ave Chicago, IL 60641, United States;  
(hereinafter referred to as the "**UBOS**") are the Ultimate Beneficial Owners of the Company  
  
(hereinafter collectively referred to as the "**Parties**")

### WHEREAS:

- (A) the Local Representative holds the position as representative of the Company.
- (B) the Company and its Ultimate Beneficial Owners ("the UBOS") have agreed to indemnify the Local Representative for all liabilities, losses, damages, costs, charges, expenses, fines and penalties, which the Local Representative may sustain as a result of its acting as a Representative of the Company.



**NOW THEREFORE, THE PARTIES HAVE AGREED AS FOLLOWS:**

**1. Exoneration and release**

- 1.1 The Company and the UBOS irrevocably and unconditionally undertake not to hold the Local Representative liable for any damages suffered by the Company as a consequence of any act or omission of the Local Representative in or related to its capacity as Representative of the Company or any of its subsidiaries, in connection with, as a result of or attributable to the UBOS and or representatives of the Company.
- 1.2 The Company and the UBOS hereby fully, irrevocably and unconditionally waive, release and discharge the Local Representative, its affiliates and their respective representatives, successors and assigns from any and all actions and liabilities whatsoever, based upon any theory of domestic, foreign, local, municipal or international law, of whatever kind or character.

**2. Indemnification**

- 2.1 The Company and the UBOS shall irrevocably and unconditionally indemnify and hold harmless the Local Representative against any and all actions, liabilities, claims, judgments, fines and penalties incurred by the Local Representative in connection with, as a result of or attributable to any claims ("**claims**"), brought by any party other than the Company itself, including in relation to acts or omissions in or related to its capacity as Representative of the Company or any of its subsidiaries.
- 2.2 Claims will include derivative actions brought on behalf of the Company or UBOS or any subsidiaries against the Local Representative and claims by the Company (or any subsidiaries) itself for reimbursement for claims by third parties on the ground that the Local Representative was (jointly) liable toward that third party in addition to the Company.
- 2.3 Any expenses (including reasonable attorneys' fees and litigation costs) (collectively, "**expenses**") incurred by the Local Representative in connection with any claim shall be settled or reimbursed by the Company and/or the UBOS. Expenses shall be deemed to include any tax liability, which the Local Representative may be subject to as a result of this indemnification.
- 2.4 Also, in case of a claim against the Local Representative by the Company itself or any subsidiary(s), the Company and/or the UBOS will settle or reimburse to the Local Representative its reasonable attorneys' fees and litigation costs.



- 2.5 Expenses incurred by the Local Representative in connection with any claim will also be settled or reimbursed by the Company in advance of the final disposition of such action. Such expenses incurred by the Local Representative may be so advanced upon such terms and conditions as the management board of the Company decides.
- 2.6 The indemnity contemplated shall not apply to the extent claims and expenses are reimbursed by insurers. To the extent the claims and expenses are covered by insurers, the Local Representative shall promptly take any and all actions required under the applicable insurance policies to ensure coverage under such insurance policies. In case a claim is denied by the insurer under the applicable insurance policy due to failure by the Local Representative to comply with its legal or contractual obligations arising out of or in connection with such insurance policy, the indemnification shall be limited to the difference between the factual amount of the awarded claim or expense minus the amount that would be payable under the insurance policy.

### **3. Exclusion of liability**

3.1 The Local Representative shall not be liable for:

- (i) any act, default, omission or neglect of any other consultant, employee, director or officer of the Company;
- (ii) any loss or damages incurred through the insufficiency or deficiency or title to any property acquired by the Company;
- (iii) any loss or damage occasioned by any error of judgment or oversight on the part of the Company.

### **4. Conduct of claims**

- 4.1 Parties shall promptly inform each other of any claim.
- 4.2 The Company shall be entitled to assume, on behalf of the Local Representative, the defense of any claim and take action to avoid, dispute or defend the claim, including the conduct of any legal proceedings or to settle the matter in a manner the Company deems fit (after consultation with the Local Representative). The Company shall keep the Local Representative informed in writing of the progress of any claim, and consult with the Local Representative in relation to the conduct of any appeal, dispute, compromise, or defense of the claim and shall take the reasonable interests and instructions of the Local Representative into account.
- 4.3 The Local Representative shall not admit any liability in respect of or compromise or settle the matter, without the prior written consent of the Company, which consent shall not be

unreasonably withheld, delayed or conditioned. Such prior written consent shall constitute full acknowledgement of the Company's liability in respect of the relevant claim.

**5. Assignment**

- 5.1 This Agreement and any rights and obligations of the Parties may not be assigned without the prior written consent of the other Party.

**6. Termination**

- 6.1 The obligations of the Company and the UBOS shall not terminate or be released upon the Local Representative ceasing to act as a Representative of the Company at any time or times and such obligations shall survive the termination or resignation of the Local Representative. The Company's and the UBOS's obligations may be terminated or released only in writing to the Local Representative.

**7. Miscellaneous**

- 7.1 This Agreement can be amended or supplemented only by an instrument in writing signed by all Parties.
- 7.2 This Agreement contains all of the agreements between the Parties with respect to the subject matter hereof and supersedes all earlier written and/or oral agreements in respect thereof.
- 7.3 The obligations and liabilities of the Company pursuant to this Agreement shall be deemed to have been assumed by the Company to the fullest extent permissible by law. If a provision of this Agreement is invalid or unenforceable in whole or in part, the other provisions of this Agreement shall remain in full force and effect and the Parties shall be obliged to replace the partial invalid or unenforceable provision by another valid and enforceable provision, such that the meaning of that provision complies as much as possible with the partially invalid or unenforceable provision, taking into account the purpose of this Agreement.

**8. Applicable law and dispute settlement**

- 8.1 This Agreement shall be exclusively governed by and construed in accordance with the laws of Curaçao. All disputes arising out of or in connection with this Agreement, or any agreement



resulting therefrom, which cannot be settled amicably, shall be submitted to the exclusive jurisdiction of the competent court of First Instance in Curaçao.

**THIS INDEMNITY** shall remain in full force and effect as long as the Local Representative continues to hold the position of the Company.

This agreement is effective as of the 24<sup>th</sup> day of May of the year 2023.

**Dutch Antilles Management N.V.**  
(as Local Representative)



(Managing Director)

**Amaterasu N.V.**



by: Haiku Nominees Limited  
(Managing Director)

**Darin Scott Oliver**

**Jacob Alexander Gross**



Ultimate Beneficial Owner Amaterasu N.V.



Ultimate Beneficial Owner Amaterasu N.V



## MANAGEMENT AGREEMENT

1. **Dutch Antilles Management N.V.**, the limited liability company in accordance with the laws of Curaçao, having its principal office at Abraham de Veerstraat 7, Willemstad, Curaçao, registered in the Trade Register of the Chamber of Commerce of Curaçao under number 10692, duly represented in the purpose hereof by acting as Managing Director;

(hereinafter referred to as the "**Local Representative**")

and

2. **Amaterasu N.V.** a company in accordance with the laws of Curaçao, having its principal office at Abraham de Veerstraat 9, Willemstad, Curaçao registered in the Trade Register of the Chamber of Commerce of Curaçao under number 163940, duly represented for the purpose hereof by Haiku Nominees Limited as Managing Director;

(hereinafter referred to as the "**Company**")

Jointly referred to as the "**Parties**"

### WHEREAS,

- (A) **Haiku Nominees Limited** will carry out management services for the Company;
- (B) **Dutch Antilles Management N.V.**, has agreed to perform certain services for the company in its capacity of **Local Representative**
- (C) the Parties wish to lay down in writing the terms and conditions under which the **Local Representative** will perform its duties as **representative** of the Company.

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants hereinafter contained, it is agreed by and between the Parties as follows:

### Article 1 appointment and term

- 1.1. **Dutch Antilles Management N.V.**, shall be the **Local Representative** of the Company, which appointment is hereby accepted.
- 1.2. This agreement is made on May 31, 2023 and is effective as of May 24, 2023



## Article 2 duties and responsibilities

The **Local Representative** shall in particular be charged with the local representation of the Company, which will consist of:

- i. providing domiciliation to the Company;
  - ii. registering the Company with the Commercial Register of the Chamber of Commerce and the officials of the Company, where applicable;
  - iii. obtaining the business and directors' licenses from the Ministry (Department) of Economic Affairs of Curaçao (M.E.O), if applicable;
  - iv. filing of tax returns of the Company with the local tax authorities;
  - v. the compliance of the Company in accordance with the National Ordinance on Identification when rendering Services ('NOIS') and the National Ordinance on the Reporting of Unusual Transactions ('NORUT');
  - vi. maintaining of the Company in Good Standing.
- vii. The **Local Representative** shall fulfil its duties properly, diligently, faithfully and to the best of its ability in the best interest of the Company, provided that **Local Representative** shall not be obliged to do or omit to do anything which it considers to be in conflict with the lawful interests of the Company, and/or the laws and regulations of Curaçao and/or any other jurisdiction.
- viii. In connection with the proper performance of its duties, the **Local Representative** may engage the services of accountants, auditors, lawyers or other professional advisors to obtain such advice or to provide such services as the **Local Representative** reasonably considers necessary or desirable. The costs of such services will be for the account of the Company.

## Article 3 remuneration

- 3.1 The **Local Representative** will receive a minimum annual management fee of USD 2,000.- to be paid prior to the commencement of a new calendar year. The annual fee is payable in advance and is nonrefundable.
- 3.2 The **Local Representative** reserves the right to increase its fees and will inform the Company of such an increase in writing.



- 3.3 In addition to the annual fixed fees, the Local Representative reserves the right to invoice all incidental out-of-pocket expenses and time spent by its team members on the company's affairs, including but not limited to services rendered on compliance issues, updating KYC documents, reporting to the FIU, annual financial statements, application of business & director's licenses, services with respect to commercial register, tax returns, appeals of tax assessments, tax audits, central bank inquiries and audits, gaming control board inquiries, audits and any other services that deemed to be necessary to maintain the company in good standing.
- 3.4 For the above-mentioned additional services, the **Local Representative** will charge a fee on a time spent basis against the average hourly rate of USD 150.-
- 3.5 Fees are charged once a year unless it is necessary to charge additional costs in between and invoices are due upon receipt. In the event of non-compliance with regard to payment obligations towards **Local Representative**, the company will be in default. Failure to comply with the default shall be considered negligence in the fulfilment of its obligations of this Agreement. In which case **Local Representative** is authorized to terminate the Agreement on the basis of Article 6 of this Agreement.
- 3.6 All outstanding invoices and amounts are due immediately for payment at termination.

#### Article 4 termination by the Local Representative

- 4.1. **Local Representative** may resign from its position as representative of the Company at any time. Such resignation shall be effective as from the time when written notice to that effect shall have been given to the Company.

#### Article 5 termination by the Company

- 5.1 The Company can terminate this agreement by giving written notice to the Local Representative.



# SHARE TRANSFER AGREEMENT

## BY AND BETWEEN:

1. DUTCH ANTILLES MANAGEMENT N.V., a Curaçao limited liability company having its registered office in Willemstad, CURAÇAO, at Abraham de Veerstraat no. 7; (hereinafter to be referred to as "**THE TRANSFEROR**").

AND

2. **PJMM Solutions LTD**, a company incorporated under the laws of Cyprus with office at Avlonos, 1 Maria House 1075, Nicosia Cyprus; (hereinafter to be referred to as "**THE TRANSFEREE**").

**WHEREAS**, THE TRANSFEROR holds all of the issued and outstanding ONE THOUSAND (1000) shares, numbered \*001\* through \*1000\* in the capital stock of:

**\*\*\* Amaterasu N.V. \*\*\***

("The Corporation")

a limited liability company duly organized and existing under the laws of Curaçao and established in Curaçao, all shares having a par or nominal value of: FIVE UNITED STATES DOLLARS (USD 5=) each.

**WHEREAS**, THE TRANSFEREE on behalf of THE TRANSFEROR has caused to be paid up in full on May 24, 2023 \*1000\* shares, held by THE TRANSFEROR.

**WHEREAS**, THE TRANSFEROR is desirous to transfer, like THE TRANSFEREE is desirous to accept title to the abovementioned shares.

**NOW THEREFORE**, parties hereby expressly agree and accept the following:

THE TRANSFEROR hereby transfers, assigns and sets over unto THE TRANSFEREE all rights, title and interest to the abovementioned \*1000\* shares in the capital stock of The Corporation. The distribution of the shares after the transfer will be as follows:

| <u>Names of SHAREHOLDERS:</u> | <u>Percentage:</u> | <u>Quantity:</u> | <u>Numbers:</u> |
|-------------------------------|--------------------|------------------|-----------------|
| PJMM Solutions LTD            | 100%               | 1000             | 001 u/i 1000    |

#### Article 6 termination by either party with immediate effect

6.1 This agreement may also be terminated by either party with immediate effect upon the occurrence of any of the following events:

- i. in the event that the other party is declared bankrupt
- ii. in the event that the other party is granted a suspension of payments (in Dutch: *surseance van betaling*)
- iii. in the event of the winding up of the other party;
- iv. in the event that the other party is seriously and culpably negligent in the fulfilment of its obligations under this agreement after having been summoned in writing to fulfill these obligations.
- v. In case the company is active in the gaming industry and in possession of a (sub)license under the Curacao gaming regulation, if an infraction or violation of the applicable gaming regulation and/or (sub)license conditions that would result in a change or downgrade in the status of the Company.

#### Article 7 administrative duty and liquidation of the Company

7.1 All businesses or independent professions are obliged to keep an administration of their financial situations in accordance with local legislation. In case of liquidation of the Company the **Local Representative** will keep the books, documents, and other administrative documents and data for ten (10) years.

#### Article 8 Governing law and jurisdiction

8.1 This Agreement shall be governed by the laws of Curaçao and any disputes arising hereunder shall be brought before the Court of First Instance in Curaçao to the exclusive jurisdiction of which the parties hereby submit.

#### Article 9 Complete agreement, modification

9.1 This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof. Any amendments to this agreement shall only be valid if in writing and signed by the Parties.



Article 10 Indemnity

- 10.1 The Company shall indemnify and hold the **Local Representative** harmless from and against any and all liabilities, costs, damages and expenses (including reasonable attorney's fees and Court costs) which the **Local Representative** may sustain or suffer by any claim resulting from the performance of its duties under this Agreement and which is not caused by gross negligence or wilful misconduct in the performance of its duties under this Agreement.

**Dutch Antilles Management N.V.**  
(as Local Representative)

  
(Managing Director)

**Amaterasu N.V.**

  
by: Haiku Nominees Limited  
(Managing Director)

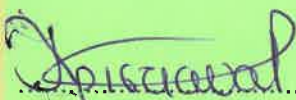
## AFFIDAVIT

I, the undersigned Christiana Georgiou hereby swear and state that I have a sound knowledge of Greek and English and I have translated from Greek to English the Memorandum and Articles of Association of the company **PJMM SOLUTIONS LIMITED** as it is deposited with the Registrar of Companies in Cyprus, marked as Exhibit 2.

The translation of this document is attached as Exhibit 1.

I confirm that this is true and correct translation.

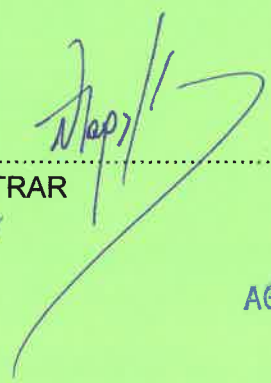
Sworn under oath



Christiana Georgiou  
Authorised person

Sworn and signed at the District Court of Nicosia

this 28 day of April 2023 before me

  
.....  
REGISTRAR

ΑΘΑΝΑΣΙΑ ΠΑΡΕΛΛΗ



## APOSTILLE

(Convention de La Haye du 5 octobre 1961)

1. Country: Cyprus

This public document

2. has been signed by Athanasia Parelli

3. acting in the capacity for Registrar of Court

4. bears the seal/stamp of Nicosia District Court of the Republic of Cyprus

Certified

6. the 28/04/2023

5. at APOSTILLE - MJPO

7. by Myria Georgiou

8. No NIC MJPO-NIC 000631752/2023

9. Seal/stamp:

10. Signature:



  
For Permanent Secretary  
Ministry of Justice and Public Order  
48644362

**EXHIBIT 1**

**COMPANIES LAW CAP.113**



**PRIVATE COMPANY LIMITED BY SHARES**

28/4/23

**MEMORANDUM**

**AND**

**ARTICLES OF ASSOCIATION**

**OF THE COMPANY**



**PJMM SOLUTIONS LIMITED**

**COMPANIES LAW CAP.113**

**PRIVATE COMPANY LIMITED BY SHARES**

**MEMORANDUM**

**AND**

**ARTICLES OF ASSOCIATION**

**OF THE COMPANY**

**PJMM SOLUTIONS LIMITED**

# **COMPANY LAW CAP.113**

## **PRIVATE COMPANY LIMITED BY SHARES**

### **MEMORANDUM OF ASSOCIATION**

#### **OF THE COMPANY**

## **PJMM SOLUTIONS LIMITED**

1. The name of the Company is:-

**PJMM SOLUTIONS LIMITED**

2. The registered office of the Company is situated in Cyprus.

3. The objects for which the Company is established are:-

- 3.1 The carrying on of the work or business of consultants, experts, directors, analysts, examiners, researchers, technical or other advisers, promoters, advisers on computerisation and organisation of companies or organisations, insurers, cost clerks, valuers, quantity surveyors, inspectors, statisticians, economists, including the undertaking and preparation of feasibility or viability studies and advertisers, in relation to any industry, trade, business or enterprises of any nature and kind either in the public or the private sector.

- 3.2 To carry out the work or business of an investment company, to acquire and to keep in the name of the company or in the name of any other person shares, share warrants, debentures, promissory notes, bonds, obligations, titles, values, derivatives, futures, valuable and other securities, derivatives of rights or obligations of every nature issued or guaranteed by any government, sovereign state, public authority or entity, municipal, local or other authority or semi-governmental authority, public or private company or other authority or entity or person in any part of the world.

- 3.3 The carrying on of the work or business of merchants, buyers, sellers, suppliers, lessors, hirers, importers, exporters, agents, distributors, brokers, retailers, commission agents, trade representatives, producers, manufacturers, producers of handicrafts, storehouse keepers, consultants for the assessing of offers and markets relating to every kind, category and nature of merchandise, goods, movable property and objects.

- 3.4 The carrying on of any other business or activity or the making of any other act which might appear to the Company as capable of being exercised, carried out or effected easily or beneficially in connection with the above objects or aiming directly or indirectly to increase the value of the undertaking, assets or rights of the Company or to make any of these more productive or more profitable.
- 3.5 The acquisition, sale or granting of know-how or anything connected with this type of activity as well as the carrying out of trade in or exploitation of know-how of every nature.
- 3.6 The establishment, operation and management of branches, agencies in and outside Cyprus and the appointment of managers, officers and agents to operate them with such powers and under such conditions as may be considered expedient and the extension of the cycle of its business in any foreign country or other sectors of trade or industry.
- 3.7 The payment of the expenses incurred for the formation and registration of the Company including the initial expenses, publication, printing and other related expenses.
- 3.8 (1) To acquire by purchase, letting, exchange, grant, gift, assignment, possession, licence or any other way any land, buildings, rights, easements, covenants on property belonging to another and generally any immovable or movable property of any nature or class and any share, interest or right in it or relating to it.
- (2) To sell, rent, exchange, grant, assign, mortgage, donate, dispose or in any other way alienate the land, buildings and other immovable or movable property of the Company or any other such property on which the Company may acquire any interest or right.
- (3) To establish, operate and maintain, offices, shops, warehouses or other buildings, delegations or branches.
- 3.9 The erection, construction, extension, conversion and maintenance of any buildings, projects and machinery necessary or income bearing for the objects of the Company.
- 3.10 The granting of loans or down payments and for these purposes to provide and negotiate loans, to issue, sign, accept, endorse discount bills of exchange, bank notes and other credit documents.
- 3.11 The provision of services of all types, the financing and/or the securing and provision of commissions, logistics and immediate needs and to act as agent, middle-man, telecommunications and services centre and as co-ordinator.
- 3.12 The provision, supply or securing the supply or provision, of any necessary, required or requested service of any nature or type from and to any person, company, institution or other legal person or organisation.
- 3.13 The undertaking of agencies and business of every nature involving a commission.

- 3.14 The provision of assistance, technical and scientific services or facilities to any governmental, state, municipal or local, private or other authority or organisation or company or legal person and the carrying out, undertaking, execution and supervision of any project for the public benefit or any other project, enterprise, work or study and research with remuneration or otherwise.
- 3.15 The undertaking and putting into effect of every kind of trust.
- 3.16 To act and/or offer services as agent, trustee or nominee.
- 3.17 The carrying out of any act, with any governmental, municipal, local or other authority or organisation or with any person, who depending on the circumstances may be judged necessary or helpful for the effecting of the objects of the Company as well as the receipt, purchase, renting, exchange, registration and use from the above authorities or persons of every patent, Brevets D' Invention, trade mark, diploma, contract, licence, easement, right or privilege. In addition, the sale, donation, letting and generally the disposal of the above rights or privileges by the Company.
- 3.18 The insuring of any object, property or interest or of any responsibility, obligation or situation, with any other company, partnership or person against losses, damages, injuries, responsibilities, obligations, situations and dangers of every kind.
- 3.19 (1) The entering into by the Company, as well as the granting by the Company of loans with or without any security in the manner which the Company may deem appropriate and the mortgaging, pledging or encumbering of the whole of its enterprise or any part thereof and the whole of its assets and its movable or immovable property present or future wherever it may be situated or any part thereof as well as of the whole of the uncalled or unpaid capital of the Company or any part thereof to secure any loan or loans as well as the issue of promissory notes, bonds, securities, bills of exchange with or without a floating charge and debentures payable at such time and in such manner as the Company may consider appropriate.
- (2) The entering into loans, the finding or securing of other credit facilities of any nature either by the Company on its own or jointly and severally with any other company or companies and the disposal of the product of such loans or other credit facilities in whole or in part for the use of the Company, or in whole or in part for the use of any other company or companies.
- (3) The mortgaging and/or the in any other manner encumbering of the business and of the whole or part of the movable or immovable property, existing or future, and of the whole or part of the from time to time uncalled or unpaid capital of the Company, as security for the obligations of the Company and/or of any other company or companies deriving or resulting either from a loan entered into or other credit facility found by the Company on its own or jointly and severally with any other company or companies, either from a guarantee or indemnity or any other financial transaction.

- (4) The issue and deposit of any bonds which the Company has power to issue in the form of a mortgage to secure every amount falling short from the nominal amount of such bonds as well as in the form of a guarantee for the execution of any contracts or obligations of the Company.
  - (5) The issue or assisting in the issue or guaranteeing the issue of any loan secured by bonds, promissory notes, debentures or the share capital of any company or other enterprise.
- 3.20 The granting of any type of guarantee or indemnity in any manner whatsoever to any natural or legal person and for the sake of and/or for the benefit of any natural or legal person and the securing of any guaranteed sum with the granting of the same encumbrances and/or securities as if it were for the entering into a loan by the Company and the granting and taking of counter-guarantees and cross-guarantees.
- 3.21 The opening and maintaining of accounts of any form or type with any bank or banks either by the Company on its own or jointly with any other company or companies.
- 3.22 The signing, issue, acceptance, endorsement, discount and negotiation of bonds, bills of exchange, debentures, bills of lading, tradeable or transferable bonds or documents and other negotiable instruments.
- 3.23 The investment of funds of the Company not immediately needed for its business in such manner as from time to time the board of directors of the Company may decide.
- 3.24 The purchase or acquisition in any other way of the whole or part of the business, the assets and liabilities of any company, organization, partnership or person whose objects fall wholly or partly within the objects of the Company or the property of which is appropriate for the objects of the Company as well as the carrying on and exercise or liquidation and winding up of every such business.
- 3.25 The acquisition by subscription, purchase or other manner as well as the acceptance and receipt, holding, trading and negotiation of shares, stock, bonds or other debentures of any other company, organization or enterprise of any nature.
- 3.26 The contracting and enforcement of agreements for the carrying on of businesses in common or the participation in profits or the creation of joint ventures or the amalgamation with any other company or partnership or person carrying on a business falling within the objects of the Company.
- 3.27 (1) The merger, partnership, participation in profits, unification or the taking part in any joint venture in any manner or the co-operation in any manner with any natural or legal person acting in Cyprus or abroad and who is carrying out or is occupied with or is interested in carrying out or being occupied with any, enterprise, business or act which the Company is entitled to carry out or which may (in the opinion of the directors of the Company) be carried out in parallel with the business of the Company or in a manner which serves directly or indirectly the objects of the Company.

- (2) The making of a contractual arrangement for the sharing of profits, joining of interests, co-operation, joint enterprise, mutual assignment or otherwise with any person, partnership or company.
- 3.28 The establishment, promotion or with the consent or other manner contribution to the establishment or promotion of any legal person with the object that such person acquires the property, assets, rights, obligations and liabilities of the Company or any part thereof or for any other purpose which in the circumstances may be considered directly or indirectly beneficial or helpful to the Company and the disposal, guarantee, securing the disposal, purchase or in any other manner acquisition of all or any part of the shares or other securities of any such person.
- 3.29 The distribution to the members in kind of any property of the Company or the product of sale or the disposition generally of any such property on the condition that if such distribution brings about a reduction of capital it shall only take place in the manner which is from time to time prescribed by law.
- 3.30 The sale, disposal, mortgaging, charging, granting of rights or transfer of the enterprise belonging to or the business of the Company or part or parts thereof, the sale, assignment, charging, pledging of shares or rights on shares which the Company possesses in other companies or legal persons, the assignment of rights and/or obligations which derive from contracts in which the Company is a party or has an interest, the entering into or acceptance of debentures on the assets and/or other property of the Company and/or the granting of any form of security by means of a mortgage, charge and/or otherwise on the immovable property of the Company in exchange of any consideration which the Company may consider appropriate to accept and in any way, to banks and/or co-operatives or other organisations and/or to any natural or legal person and for the sake and/or for the benefit of the Company itself and/or for the sake and/or for the benefit of any natural or legal person.
- 3.31 The organization in Cyprus or anywhere abroad and the carrying out, managing, supervision and generally the following of the occupation, enterprises, business or action of the Company, from Cyprus or any other country or place.
- 3.32 The establishment and support or assistance in the establishment and support of foundations, funds, trusts and facilities which tend to benefit employees or ex-employees of the Company or the dependants or relatives of such persons and the provision of pensions and allowances and gratuities to persons which have been employed in the service of the Company or in the service of any persons the business of whom may have been undertaken by the Company.
- 3.33 To become a subscriber and to give contributions to and/or otherwise to assist any educational, charitable or national foundation of a public character which needs the assistance of the Company as a result of its place of business and/or its objects.

- 3.34 Generally the doing of any other act which might appear to the Company as related or conducive to the achievement of the above mentioned objects or any of them.

The objects set forth in any sub-clause of this clause shall not be restrictively construed but the widest interpretation shall be given thereto and they shall not, except when the context expressly so requires, be in any way limited to or restricted by reference to or inference from any other object or objects set forth in such sub-clause or from the terms of any other sub-clause or by the name of the Company. None of these sub-clauses or object or objects therein specified or the powers thereby conferred shall be deemed subsidiary or ancillary to the objects or powers mentioned in any other sub-clause. The Company shall have full power to exercise all or any of the powers and to achieve or to endeavour to achieve all or any of the objects conferred by and provided in any one or more of the said sub-clauses.

4. The liability of the members is limited.
5. The share capital of the Company is €5.000 (Five thousand Euro) divided into 5.000 Shares of €1 each, with power to issue shares of any kind, either of the initial or the increased capital, with any preferential, special or limited rights or conditions with regard to dividends, repayment of capital, voting right or otherwise.

WE, whose names and addresses are written at the end hereof, wish to form a company pursuant to the present Memorandum of Association and agree that each one of us takes up the number of shares of the capital of the Company set opposite his name.

| NAME, ADDRESS AND OCCUPATION OF THE SUBSCRIBERS                                                                                   | SIGNATURES                                                                        | NUMBER OF SHARES TAKEN BY EACH                   |
|-----------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|--------------------------------------------------|
| RRMW LLC<br>30 N Gould St Ste R<br>Sheridan, WY 82801<br>USA<br>Country of Incorporation: USA<br>Registration No.: 2023-001248034 |  | 5.000 shares<br><i>Five thousand shares only</i> |

Signed today the 30<sup>th</sup> day of the month of March 2023.

Witness of the above signatures:-



Stella Zavrou  
Accountant  
1 Avlonos Street  
MARIA HOUSE  
1075 Nicosia, Cyprus

# **THE COMPANIES LAW CAP. 113**

## **PRIVATE COMPANY LIMITED BY SHARES**

### **ARTICLES OF ASSOCIATION**

#### **OF THE COMPANY**

## **PJMM SOLUTIONS LIMITED**

### **ADOPTION OF TABLE A**

1. The Regulations contained in Part I of Table A (hereinafter referred to as "Table A") of the first schedule to the Companies Law, Cap 113, shall apply to the Company but in case of difference or inconsistency between the present Regulations and Table A the present Regulations shall prevail.

It is to be understood that in case the company has one and only member then the regulations contained in Part III of Table A of the first schedule to the Companies Law Cap.113 are adopted.

### **TRANSFER OF SHARES**

2. The Company is a private company and therefore:-
  - 2.1 The right of transfer of the shares of the Company shall be restricted in the manner set out below.
  - 2.2 The number of members of the Company (not including the persons who are in the service of the Company as well as the persons who, having previously been in the service of the Company, were during their service and continued after the end of such service to be members of the Company), shall be restricted to fifty (50) only, provided that for the purposes of this provision, where two or more persons are co-owners of one or more shares in the Company they shall be considered as one member.
  - 2.3 There shall be no invitation to the public to subscribe for any shares or debentures of the Company.
  - 2.4 The Company shall not have the right to issue any share warrants to bearer.
3. No share shall ever be transferred to a bankrupt or mentally incapable person.
4. Every share may be transferred by any member only to his or her spouse and/or to his/her children.

5. Except as provided in regulation 4 above no share shall be transferred to a person who is not a member while any member is willing to purchase such share at its real value, provided that any member of the Company may at any time transfer any of the shares in the Company registered in his name to any other person with the prior written consent of every one of the other members of the Company.
6. For the purpose of confirming whether a member would be willing to purchase shares at their real value, the person, whether a member of the Company or not, who will transfer them (hereinafter referred to as, the "retiring member") shall give notice in writing (hereinafter referred to as the "notice of sale") to the Company, that he wishes to transfer them. Every notice of sale shall specify the serial numbers (if any) of the shares which the retiring member wishes to transfer and shall appoint the Company agent of the retiring member for the sale of those shares to any member of the Company at their real value. The notice of sale shall never be withdrawn except with the consent of the Directors.
7. If the Company within forty two days after the delivery of a notice of sale finds a member willing to purchase any share included therein (hereinafter referred to as the "member-purchaser") shall notify the retiring member accordingly and the retiring member shall be obliged on payment of the real value to transfer such share to such member-purchaser who shall be obliged to complete the purchase within seven days from the delivery of the directly above mentioned notice. The Directors, for the purpose of finding a member-purchaser, shall offer any share included in the notice of sale to the persons who are at the time in possession of the remaining Company shares, by group and by proportion, as much as possible according to the Company shares in their possession, and will limit the period of time during which if such an offer is not accepted will be considered as rejected and the Directors will undertake such acts to find a member-purchaser for any shares that have not been taken up by any member to whom such shares will have been offered as aforesaid, within the aforesaid restricted period of time as they think just and reasonable. If the Directors are unable to find a member or members willing to purchase the shares included in the notice of sale within the aforesaid period of time, then the retiring member, at any time within three months after that, will be free to sell and transfer the shares included in the notice of sale (or those which will not have been sold to a member-purchaser), to any person at a price not lower than that fixed in the manner provided in Regulation 9 below.
8. In the event of the retiring member not being able to effect the sale of any shares which he has become obliged to transfer as aforesaid, the Directors may authorise a person to effect the transfer of the shares to the member-purchaser and issue a valid receipt for the purchase price of such shares and register the member-purchaser as their holder and issue to him a certificate for such shares and consequently the member-purchaser shall validly become owner of the said shares. The retiring member in such a case shall be under an obligation to surrender his certificate for the said shares and on such surrender he shall be entitled to receive the said purchase price without interest and if such certificate will include any shares which he will not be obliged to transfer as aforesaid, the Company shall issue to him an appropriate certificate for the rest of the shares.
9. In the event of the retiring member and the Company not agreeing on the real value of the shares included in the notice of sale their real value shall be certified by the each time auditor, of the Company (who shall be acting as an expert and not as an arbitrator) and his statement as to the real value of the shares shall be definite, binding and conclusive.

## GENERAL MEETINGS

10. No business shall be transacted at any General Meeting unless a quorum of members is present at the time the meeting proceeds to business. In every case the quorum will consist of the personal presence of two or more members holding or representing by proxy not less than 51% of the issued share capital of the Company.
11. If within half an hour from the time appointed for the General Meeting a quorum is not present, the Meeting, if convened upon the requisition of members, shall be dissolved. In any other case it shall stand adjourned to the same day of the immediately following week and at the same place and time and if at the adjourned Meeting a quorum is not present within half an hour from the time appointed for the Meeting, then one member present and holding or representing by proxy not less than one-third of the issued share capital of the Company shall be a quorum.
12. Subject to the provisions of the Companies Law CAP. 113, a written resolution signed by all members who had the right to receive notice and to be present and vote at the General Meeting (in the case of organizations by their duly authorised representative) shall be valid as if it had been passed at a General Meeting, duly convened, constituted and held.
13. The General Meetings of the Company as well as the meetings of its Directors may take place in any part of the world.

## POWER TO ENTER INTO LOANS

14. Regulation 79 of Table A shall not be applicable to this Company and the following Regulation is substituted for it:-
  - 14.1 The Directors may exercise all the powers of the Company to give guarantees, to borrow and to make or obtain monetary loans, in such a way and under such terms as may be considered appropriate and expedient and may charge or mortgage the whole or any part of the undertaking, movable and immovable property of the Company, present and future including its uncalled capital and to issue debentures, mortgage debentures, debenture stock, promissory notes, bonds and other securities payable to bearer or otherwise and whether they are irredeemable or redeemable or repayable and whether outright or as security for any debt, liability or obligation of the Company or of any third party.
  - 14.2 These debentures, mortgage debentures, debenture stock, promissory notes, bonds, or other securities may be issued at a discount, at a premium or otherwise and with such rights as to the redemption, surrender, drawing, issue of shares or otherwise as the Directors shall think fit and right.

## BOARD OF DIRECTORS

15. The number of Directors shall not be more than five.
16. The Directors may at any time demand from any person whose name has been entered into the register of members of the Company to provide them with information, certified (if the Directors so demand) with such statutory or other declaration which the Directors may consider necessary for the purpose of establishing whether or not the Company is an exempted private company pursuant to the provisions of Section 123(4) of the Companies Law CAP. 113.
17. Any Director may by a written notice signed by him and delivered to the secretary of the

Company, at any time and from time to time appoint any person to act instead of him as his alternate Director and any such person while serving as an alternate Director shall be entitled (instead of the Director who has appointed him) to receive notices and to attend and vote at the meetings of the Directors and to have and use all the powers, rights and duties of the Director who has appointed him. Any Director may at any time cancel the appointment of an alternate Director appointed by him and appoint, if he shall so decide, another person as an alternate Director. In the event of a Director ceasing to be a Director the appointment by him of any alternate Director is forthwith terminated.

18. The Directors shall not be subject to retirement from their office by rotation. Consequently, Regulations 89-94 (both inclusive) of Table A shall not apply to this Company and any reference to the retirement of Directors by rotation which is contained in other regulations of Table A which have been adopted by the present ones shall not be applicable to this Company.
19. In Regulation 98 of Table A the last sentence shall not be applicable to this Company.

#### NOTICES

20. In Regulation 131 of Table A the words "or (if he has no registered address within the Republic) of the address, if any, within the Republic supplied by him to the Company for the giving of notice to him" shall not be applicable to this Company.
21. In sub-paragraph (a) of Regulation 134 of Table A all the words after the words "every member" shall not be applicable to this Company.

| NAME, ADDRESS AND DESCRIPTION<br>OF SUBSCRIBERS                                                                                   | SIGNATURES                                                                         |
|-----------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------|
| RRMW LLC<br>30 N Gould St Ste R<br>Sheridan, WY 82801<br>USA<br>Country of Incorporation: USA<br>Registration No.: 2023-001248034 |  |

Signed today the .....<sup>30th</sup>..... day of the month of .....<sup>March</sup>..... 2023.

Witness of the above signatures:-



.....  
Stella Zavrou  
Accountant  
1 Avlonos Street  
MARIA HOUSE  
1075 Nicosia, Cyprus

I confirm that I settled the above Memorandum  
and Articles of Association of the Company

  
Sgd.....  
Demetris Koutras  
Advocate  
17B Tagmatarchou Pouliou Street  
1101 Agios Andreas  
Nicosia, Cyprus

EXHIBIT 2

AKY

2



28/4/23

Ο ΠΕΡΙ ΕΤΑΙΡΕΙΩΝ ΝΟΜΟΣ ΚΕΦ. 113

ΙΔΙΩΤΙΚΗ ΕΤΑΙΡΕΙΑ ΠΕΡΙΟΡΙΣΜΕΝΗΣ ΕΥΘΥΝΗΣ ΔΙΑ ΜΕΤΟΧΩΝ

ΙΔΡΥΤΙΚΟΝ ΕΓΓΡΑΦΟΝ

ΚΑΙ

ΚΑΤΑΣΤΑΤΙΚΟΝ

ΤΗΣ ΕΤΑΙΡΕΙΑΣ



PJMM SOLUTIONS LIMITED

**Ο ΠΕΡΙ ΕΤΑΙΡΕΙΩΝ ΝΟΜΟΣ ΚΕΦ. 113**

**ΙΔΙΩΤΙΚΗ ΕΤΑΙΡΕΙΑ ΠΕΡΙΟΡΙΣΜΕΝΗΣ ΕΥΘΥΝΗΣ ΔΙΑ ΜΕΤΟΧΩΝ**

**ΙΔΡΥΤΙΚΟΝ ΕΓΓΡΑΦΟΝ**

**ΚΑΙ**

**ΚΑΤΑΣΤΑΤΙΚΟΝ**

**ΤΗΣ ΕΤΑΙΡΕΙΑΣ**

**PJMM SOLUTIONS LIMITED**

## Ο ΠΕΡΙ ΕΤΑΙΡΕΙΩΝ ΝΟΜΟΣ ΚΕΦ. 113

### ΙΔΙΩΤΙΚΗ ΕΤΑΙΡΕΙΑ ΠΕΡΙΟΡΙΣΜΕΝΗΣ ΕΥΘΥΝΗΣ ΔΙΑ ΜΕΤΟΧΩΝ

#### ΙΔΡΥΤΙΚΟΝ ΕΓΓΡΑΦΟΝ

#### ΤΗΣ ΕΤΑΙΡΕΙΑΣ

## PJMM SOLUTIONS LIMITED

1. Η επωνυμία της Εταιρείας είναι:-

**PJMM SOLUTIONS LIMITED**

2. Το εγγεγραμμένον γραφείον της Εταιρείας ευρίσκεται εν Κύπρω.

3. Οι σκοποί δια τους οποίους ιδρύεται η Εταιρεία είναι:-

3.1 Η ενάσκηση των εργασιών ή επιχειρήσεων των συμβούλων (consultants), εμπειρογνομόνων, διευθυντών, αναλυτών, ελεγκτών, εσωτερικών ελεγκτών, εξεταστών, ερευνητών, τεχνικών ή ετέρων συμβούλων, προαγωγών, οικονομικών αναλυτών, συμβούλων επί φορολογικών θεμάτων, επί μηχανογραφήσεως και οργανώσεως εταιρειών ή οργανισμών, ασφαλιστών, κοστολόγων, εκτιμητών, επιμετρητών, επιθεωρητών, στατιστικολόγων, οικονομολόγων, συμπεριλαμβανομένων της αναλήψεως και ετοιμασίας μελετών σκοπιμότητας (feasibility studies) ή βιωσιμότητας και διαφημιστών, αναφορικώς προς οιασδήποτε βιομηχανίας, εμπόριον, εργασίας ή επιχειρήσεις πάσης φύσεως και είδους είτε εις τον δημόσιον είτε εις τον ιδιωτικόν τομέα.

3.2 Να διεξάγει εργασίες ή επιχειρήσεις εταιρείας επενδύσεων, να αποκτά και να διατηρεί είτε στο όνομα της εταιρείας είτε στο όνομα οποιουδήποτε άλλου προσώπου, μετοχές, μετοχικά κεφάλαια, ομόλογα, αμοιβαία κεφαλαία, γραμμάτια, χρεώγραφα, υποχρεώσεις, τίτλους, αξίες, αξιόγραφα και άλλα έγγραφα αξιών, δικαιωμάτων ή συμβόλαια, μεταβιβάσιμα ή μη έγγραφα καθώς και ομόλογα, γραμμάτια, χρεώγραφα, υποχρεώσεις, τίτλους, αξίες, αξιόγραφα και δικαιωμάτων ή υποχρεώσεων κάθε είδους που έχουν εκδοθεί ή που είναι εγγυημένα από οποιαδήποτε κυβέρνηση, κυρίαρχο κράτος, δημόσια αρχή ή οντότητα, δημοτική, τοπική ή άλλη αρχή, νομικό πρόσωπο δημοσίου δικαίου, δημόσια ή ιδιωτική εταιρεία ή άλλο οργανισμό ή οντότητα ή πρόσωπο, οπουδήποτε και αν ευρίσκεται.

3.3 Η διεξαγωγή των εργασιών ή επιχειρήσεων των εμπόρων, αγοραστών, πωλητών, προμηθευτών, εκμισθωτών, ενοικιαστών, εισαγωγέων, εξαγωγέων, αντιπροσώπων, διανομέων, μεσιτών, μεταπωλητών, παραγγελιοδόχων, εμπορικών αντιπροσώπων, παραγωγών, βιομηχάνων, βιοτεχνών, αποθηκαρίων, συμβούλων επί αξιολογήσεως προσφορών και αγορών εν σχέσει προς κάθε είδους, κατηγορίας και φύσεως εμπορεύματα, αγαθά, κινητήν περιουσίαν και αντικείμενα.

- 3.4 Η ενάσκησις πάσης ετέρας επιχειρήσεως ή δραστηριότητος ή η διενέργεια οιασδήποτε ετέρας πράξεως ήτις ήθελε φανή εις την Εταιρεία ως δυναμένη να ενασκηθή, διεξαχθή ή διενεργηθή ευχερώς ή επωφελώς εν σχέσει προς τους ως άνω σκοπούς ή σκοπούσης αμέσως ή εμμέσως να αναβιβάση την αξίαν των επιχειρήσεων, περιουσιακών στοιχείων ή δικαιωμάτων της Εταιρείας ή να καταστήση οιαδήποτε τούτων αποδοτικώτερα ή πλέον προσοδοφόρα.
- 3.5 Η απόκτηση, πώληση ή παραχώρηση τεχνογνωσίας (know-how) ή οτιδήποτε σχετίζεται με τέτοιου είδους δραστηριότητες ως επίσης και η διεξαγωγή εμπορίας ή εκμετάλλευσης πάσης φύσεως τεχνογνωσίας (know-how).
- 3.6 Η ίδρυσις, λειτουργία και διεύθυνσις υποκαταστημάτων, παραρτημάτων, πρακτορείων εντός και εκτός της Κύπρου και ο διορισμός διευθυντών, αξιωματούχων και αντιπροσώπων προς λειτουργίαν τούτων με τοιαύτας εξουσίας και υπό τοιούτους όρους ως ήθελε θεωρηθή σκόπιμο και η επέκτασις του κύκλου των εργασιών της εις οιασδήποτε ξένας χώρας ή εις άλλους εμποροβιομηχανικούς τομείς.
- 3.7 Η πληρωμή των εξόδων των γενομένων δια την σύσταση και εγγραφήν της Εταιρείας συμπεριλαμβανομένων των αρχικών εξόδων, δημοσιεύσεων, εκτυπωτικών και άλλων συναφών εξόδων.
- 3.8 (1) Να αποκτά με αγορά, ενοικίαση, ανταλλαγή, παραχώρηση, δωρεά, εκχώρηση, κατοχή, άδεια ή με άλλο τρόπο, οποιαδήποτε γή, κτίρια, δικαιώματα, προνόμια, δουλείες πάνω σε ξένη περιουσία και γενικά οποιαδήποτε ακίνητη και κινητή περιουσία οποιασδήποτε φύσης ή κατηγορίας και οποιοδήποτε μερίδιο, συμφέρον ή δικαίωμα σε αυτή ή σε σχέση προς αυτή.
- (2) Να πωλεί, ενοικιάζει, ανταλλάσσει, παραχωρεί, εκχωρεί, υποθηκεύει, δωρίζει, διαθέτει ή με άλλο τρόπο να αποξενώνει την γή, τα κτίρια και άλλη ακίνητη ή κινητή περιουσία της Εταιρείας ή άλλη τέτοια περιουσία πάνω στην οποία η Εταιρεία ήθελε αποκτήσει συμφέρον ή δικαίωμα.
- (3) Να εγκαθιδρύει, λειτουργεί και διατηρεί, γραφεία, καταστήματα, αποθήκες ή άλλα υποστατικά, αντιπροσωπείες ή κλάδους.
- 3.9 Η ανέγερσις, κατασκευή, επέκτασις, μετατροπή και διατήρησις οικωνδήποτε κτιρίων, έργων και μηχανημάτων αναγκαίων ή προσοδοφόρων δια τους σκοπούς της Εταιρείας.
- 3.10 Η παροχή δανείων ή προκαταβολών και δια τους σκοπούς τούτους να χορηγή και να διαπραγματεύεται δάνεια, να εκδίδη, υπογράφη, αποδέχεται, οπισθογραφή, προεξοφλή συναλλαγματικής, γραμμάτια και άλλα πιστωτικά έγγραφα.
- 3.11 Η παροχή υπηρεσιών και/ή εξυπηρετήσεων όλων των μορφών, η χρηματοδότηση και/ή εξασφάλιση και παροχή προμηθειών, μέσων συντήρησης (Logistics) και άμεσων αναγκών, και να ενεργεί ως αντιπρόσωπος, μεσάζων, κέντρο τηλεπικοινωνιών και εξυπηρετήσεως και συντονιστής.

- 3.12 Η παροχή, προμήθεια ή εξασφάλιση παροχής ή προμήθειας, οποιασδήποτε αναγκαίας, απαιτούμενης ή ζητούμενης υπηρεσίας ή εξυπηρέτησης κάθε φύσης ή μορφής από και σε οποιοδήποτε πρόσωπο, εταιρεία, οίκο ή άλλο νομικό πρόσωπο ή οργανισμό.
- 3.13 Η ανάληψη αντιπροσωπειών και κάθε φύσης εργασιών με προμήθεια.
- 3.14 Η παροχή βοήθειας, τεχνικών και επιστημονικών υπηρεσιών ή διευκολύνσεων σε οποιαδήποτε κυβερνητική, κρατική, δημοτική ή τοπική, ιδιωτική ή άλλη αρχή ή οργανισμό ή εταιρεία ή νομικό πρόσωπο και η διεξαγωγή, ανάληψη, εκτέλεση και εποπτεία οποιουδήποτε κοινωφελούς ή άλλου έργου, επιχείρησης, εργασίας ή μελέτης και έρευνας, με αμοιβή ή με άλλο τρόπο.
- 3.15 Η ανάληψη και διεξαγωγή κάθε είδους καταπιστεύματος (trust).
- 3.16 Να ενεργεί και/ή προσφέρει υπηρεσίες ως αντιπρόσωπος, καταπιστευματοδόχος (Trustee) ή Nominee.
- 3.17 Η διεξαγωγή οποιασδήποτε πράξης, με οποιαδήποτε κυβερνητική, δημοτική, κοινοτική ή άλλη αρχή ή όργανο ή με οποιοδήποτε πρόσωπο, που κατά τις περιστάσεις θέλει κριθεί αναγκαία ή βοηθητική για την πραγμάτωση των σκοπών της Εταιρείας όπως επίσης και η από τις πιο πάνω αρχές ή πρόσωπα λήψη, αγορά, μίσθωση, ανταλλαγή, εγγραφή και χρήση κάθε δικαιώματος ευρεσιτεχνίας, Patents, Brevets D' Invention, εμπορικού σήματος, διπλώματος, συμβολαίου, άδειας, δουλείας, δικαιώματος ή προνομίου. Περιπλέον, η πώληση, δωρεά, εκμίσθωση και γενικά η διάθεση των πιο πάνω δικαιωμάτων ή προνομίων από την Εταιρεία.
- 3.18 Η ασφάλιση οποιουδήποτε πράγματος, περιουσίας ή συμφέροντος ή οποιασδήποτε ευθύνης, υποχρέωσης ή κατάστασης, σε οποιαδήποτε άλλη εταιρεία, συνεταιρισμό ή πρόσωπο εναντίον απωλειών, ζημιών, βλαβών, ευθυνών, υποχρεώσεων, καταστάσεων και κινδύνων κάθε είδους.
- 3.19 (1) Η σύναψη υπό της Εταιρείας, ως επίσης και η χορήγηση από την Εταιρεία δανείων με ή χωρίς οποιαδήποτε εξασφάλιση κατά τον τρόπο που η Εταιρεία θέλει θεωρήσει σωστό και η υποθήκευση, ενεχυρίαση ή επιβάρυνση ολόκληρης της επιχείρησης ή οποιουδήποτε μέρους της και ολόκληρου του ενεργητικού και της κινητής ή ακίνητης περιουσίας της Εταιρείας παρούσας ή μέλλουσας οπουδήποτε κι αν ευρίσκεται, ή οποιουδήποτε μέρους τους όπως και ολόκληρου του μη κληθέντος ή μη καταβληθέντος κεφαλαίου της Εταιρείας ή οποιουδήποτε μέρους του για εξασφάλιση οποιουδήποτε δανείου ή δανείων, ως επίσης και η έκδοση ομολόγων, γραμματίων, χρεωστικών γραμματίων, συναλλαγματικών, αξιογράφων, χρεωστικών ομολόγων με ή χωρίς κυμαινόμενη επιβάρυνση (Floating Charge) και χρεωστικών ομολόγων (Debentures) πληρωτέων σε χρόνο και τρόπο που η Εταιρεία θέλει θεωρήσει σωστό.
- (2) Η σύναψις δανείων, η εξεύρεσις ή εξασφάλισις άλλων πιστωτικών διευκολύνσεων οιασδήποτε μορφής είτε υπό μόνης της Εταιρείας είτε κεχωρισμένως και αλληλεγγύως μεθ' οιασδήποτε άλλης εταιρείας ή εταιρειών και η διάθεσις του προϊόντος τοιούτων δανείων ή άλλων πιστωτικών διευκολύνσεων εν όλω ή εν μέρει εις χρήσιν της Εταιρείας, ή εν όλω ή εν μέρει εις χρήσιν οιασδήποτε άλλης εταιρείας ή εταιρειών.

- (3) Η υποθήκευσις και/ή καθ' οιονδήποτε άλλον τρόπον επιβάρυνσις της επιχειρήσεως και όλης ή μέρους της κινητής και ακινήτου ιδιοκτησίας, υφισταμένης ή μελλούσης, και όλου ή μέρους του κατά καιρόν μη κληθέντος ή μη καταβληθέντος κεφαλαίου της Εταιρείας, δι'ασφάλειαν των υποχρεώσεων της Εταιρείας και/ή οιασδήποτε άλλης εταιρείας ή εταιρειών απορρεουσών ή προερχομένων είτε εκ δανείου συναφθέντος ή άλλης πιστωτικής διευκολύνσεως εξευρεθείσης υπό μόνης της Εταιρείας ή αλληλεγγύως και κεχωρισμένως μεθ' οιασδήποτε άλλης εταιρείας ή εταιρειών, είτε εξ εγγυήσεως ή καλύψεως ή οιασδήποτε άλλης οικονομικής δικαιοπραξίας.
- (4) Η έκδοσις και κατάθεσις οιωνδήποτε χρεωγράφων άτινα έχει η Εταιρεία εξουσίαν να εκδίδη εν είδει υποθήκης προς ασφάλειαν παντός ποσού ολιγώτερου του ονομαστικού ποσού των τοιούτων χρεωγράφων, ωσαύτως δε εν είδει εγγυήσεως δια την εκτέλεσιν οιωνδήποτε συμβάσεων ή υποχρεώσεων της Εταιρείας.
- (5) Η έκδοσις ή υποβοήθησις της εκδόσεως ή εγγυήσεως της εκδόσεως οιασδήποτε δανείου διασφαλιζομένου δια γραμματίων, ομολογιών, ομολόγων ή του μετοχικού κεφαλαίου οιασδήποτε εταιρείας ή άλλης επιχειρήσεως.
- 3.20 Η παροχή οιασδήποτε μορφής εγγυήσεως ή καλύψεως (INDEMNITY) καθ' οιονδήποτε τρόπον προς οιονδήποτε φυσικόν ή νομικόν πρόσωπον και χάριν και/ή προς όφελος οιασδήποτε φυσικού ή νομικού προσώπου και η εξασφάλιση οποιουδήποτε εγγυημένου ποσού με την παροχή των ίδιων επιβαρύνσεων και/ή εξασφαλίσεων ως να επρόκειτο για σύναψη δανείου από την Εταιρεία και η παροχή και λήψις αντεγγυήσεων (Counter-guarantees) και διασταυρομένων εγγυήσεων (Cross-guarantees).
- 3.21 Το άνοιγμα και διατήρησις λογαριασμών οιασδήποτε μορφής ή τύπου παρ' οιασδήποτε τραπεζής ή τράπεζας είτε υπό μόνης της Εταιρείας είτε από κοινού μεθ' οιασδήποτε άλλης εταιρείας ή εταιρειών.
- 3.22 Η υπογραφή, έκδοσις, αποδοχή, οπισθογράφησις, προεξόφλησις και διαπραγματεύσεις γραμματίων, συναλλαγματικών χρεωγράφων, χρεωστικών ομολόγων, φορτωτικών, εμπορευσίμων ή μεταβιβασίμων χρεωγράφων ή εγγράφων και άλλων διαπραγματευσίμων τίτλων.
- 3.23 Η επένδυσις χρημάτων της Εταιρείας τα οποία δεν χρειάζεται αμέσως δια τας επιχειρήσεις της καθ' ον τρόπον από καιρού εις καιρόν αποφασίζεται υπό του διοικητικού συμβουλίου της Εταιρείας.
- 3.24 Η αγορά ή κατ' άλλον τρόπον απόκτησις του όλου ή μέρους της επιχειρήσεως, των περιουσιακών στοιχείων και στοιχείων παθητικού οιασδήποτε εταιρείας, οργανώσεως, συνεταιρισμού ή προσώπου των οποίων οι σκοποί εμπίπτουν εν όλω ή εν μέρει εντός των σκοπών της Εταιρείας ή τα περιουσιακά στοιχεία των οποίων είναι κατάλληλα δια τους σκοπούς της Εταιρείας ως και η διεξαγωγή και ενάσκησις ή εκκαθάρισις και διάλυσις πάσης τοιαύτης επιχειρήσεως.
- 3.25 Η απόκτησις δι' εγγραφής, αγοράς ή άλλου τρόπου ως και η αποδοχή και λήψις, κατοχή, πώλησις, εμπορία και διαπραγματεύσεις μετοχών, κεφαλαίου (stock), ομολόγων ή άλλων χρεωγράφων οιασδήποτε άλλης εταιρείας, οργανώσεως ή επιχειρήσεως οιασδήποτε φύσεως.

- 3.26 Η σύναψις και εφαρμογή συμφωνιών δια την από κοινού διεξαγωγήν επιχειρήσεων, ή την συμμετοχήν εις κέρδη ή δημιουργία κοινοπραξιών ή δια την συγχώνευσιν με πάσαν άλλην εταιρείαν ή συνεταιρισμόν ή πρόσωπον ενασκούν επιχείρησιν εμπίπτουσιν εντός των σκοπών της Εταιρείας.
- 3.27 (1) Η συγχώνευση, συνεταιρισμός, συμμετοχή στα κέρδη, ένωση ή η με οποιοδήποτε τρόπο σύμπραξη ή συνεργασία με οποιοδήποτε πρόσωπο φυσικό ή νομικό που δρα στην Κύπρο ή στο εξωτερικό και που διεξάγει ή ασχολείται ή ενδιαφέρεται να διεξάγει ή να ασχολείται με οποιαδήποτε επιχείρηση, εργασία ή πράξη που η Εταιρεία δικαιούται να διεξάγει ή που μπορεί (κατά τη γνώμη των Διευθυντών της Εταιρείας) να διεξαχθεί παράλληλα με τις εργασίες της Εταιρείας ή με τρόπο που εξυπηρετεί άμεσα ή έμμεσα τους σκοπούς της Εταιρείας.
- (2) Η μεθ' οιοδήποτε προσώπου, συνεταιρισμού ή εταιρείας συνομολόγησις οιοδήποτε διακανονισμού δια τον μερισμόν των κερδών, συνένωσιν συμφερόντων, συνεργασίαν, συνεπιχείρησιν, αμοιβαίαν εκχώρησιν ή άλλως.
- 3.28 Η ίδρυση ή προαγωγή ή η με συγκατάθεση ή με άλλο τρόπο συμβολή στην ίδρυση ή προαγωγή οποιουδήποτε νομικού προσώπου με σκοπό όπως το πρόσωπο αυτό αποκτήσει την περιουσία, το ενεργητικό τα δικαιώματα, τις υποχρεώσεις και το παθητικό της Εταιρείας ή οποιοδήποτε μέρος τους ή για οποιοδήποτε άλλο σκοπό που κατά τις περιστάσεις θέλει θεωρηθεί άμεσα ή έμμεσα επωφελής ή εξυπηρετικός για την Εταιρεία και η διάθεση, εγγύηση, εξασφάλιση της διάθεσης, αγορά ή με άλλο τρόπο απόκτηση όλων ή οποιουδήποτε μέρους των μετοχών ή άλλων αξιόγραφων οποιουδήποτε τέτοιου προσώπου.
- 3.29 Η διανομή στα μέλη σε είδος οποιασδήποτε περιουσίας της Εταιρείας ή του προϊόντος πώλησης ή η διάθεση γενικά οποιασδήποτε τέτοιας περιουσίας υπό τον όρο ότι αν η διανομή αυτή επιφέρει μείωση του κεφαλαίου, αυτή θα γίνεται μόνο με τον τρόπο που από καιρό σε καιρό ορίζει ο νόμος.
- 3.30 Η πώλησις, εκποίησης, υποθήκευσις, επιβάρυνσις, παροχή δικαιωμάτων ή μεταβίβασις της επιχειρήσεως ιδιοκτησίας ή των εργασιών της Εταιρείας ή τμήματος ή τμημάτων αυτών, η πώληση, εκχώρηση, δέσμευση, ενεχυρίαση μετοχών ή δικαιωμάτων επί μετοχών που κατέχει η Εταιρεία εις άλλας εταιρείας ή νομικά πρόσωπα, η εκχώρηση δικαιωμάτων και/ή υποχρεώσεων που απορρέουν από συμβόλαια στα οποία η Εταιρεία είναι συμβαλλόμενη ή έχει συμφέρον, η σύναψη ή αποδοχή ομολόγων επιβαρύνσεως επί του ενεργητικού και/ή άλλων περιουσιακών στοιχείων της Εταιρείας και/ή παροχή εξασφαλίσεων πάσης μορφής δια υποθηκεύσεως, επιβαρύνσεως και/ή άλλως πως επί της ακινήτου περιουσίας της Εταιρείας έναντι οιοδήποτε ανταλλάγματος όπερ η Εταιρεία ήθελε κρίνει ορθόν όπως αποδεχθή και καθ' οιονδήποτε τρόπον προς τράπεζας και/ή συνεργατικά πιστωτικά ή άλλα ιδρύματα και/ή προς οιονδήποτε φυσικό ή νομικό πρόσωπο και χάριν και/ή προς όφελος της ιδίας της Εταιρείας και/ή χάριν και/ή προς όφελος οιοδήποτε φυσικού ή νομικού προσώπου.
- 3.31 Η οργάνωση στην Κύπρο ή οπουδήποτε στο εξωτερικό και από την Κύπρο ή άλλη χώρα ή τόπο διεκπεραίωση, διεύθυνση, επιτήρηση και γενικά η παρακολούθηση των ασχολιών, επιχειρήσεων, εργασιών ή πράξεων της Εταιρείας.

3.32 Η ίδρυσις και υποστήριξης ή υποβοήθησις εις την ίδρυσιν και υποστήριξιν των ιδρυμάτων, ταμείων, καταπιστευμάτων (trusts) και ευκολιών άτινα τείνουν να ωφελήσουν υπαλλήλους ή πρώην υπαλλήλους της Εταιρείας ή τους εκ τοιούτων προσώπων εξηρημένους ή συγγενείς των και η παροχή συντάξεων και επιδομάτων και δωρεών εις οιαδήποτε πρόσωπα εργασθέντα εις την υπηρεσίαν της Εταιρείας ή εις την υπηρεσίαν οιανδήποτε προσώπων των οποίων την εργασίαν τυχόν ανέλαβε η Εταιρεία αυτή.

3.33 Να εγγράφεται ως συνδρομητής, να δίδει εισφοράς και/ή άλλως να βοηθά οιαδήποτε εκπαιδευτικών, φιλανθρωπικών ή εθνικών ίδρυμα δημοσίου χαρακτήρος χρειαζόμενον την βοήθειαν της Εταιρείας ένεκεν του τόπου εργασίας ταύτης και/ή των σκοπών αυτής.

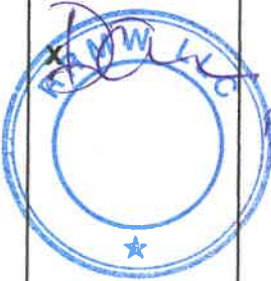
3.34 Γενικώς η διενέργεια πάσης άλλης πράξεως ήτις ήθελε φανή εις την Εταιρείαν ως συναφής ή συντελεστική προς επίτευξιν των ως άνω σκοπών ή οιαδήποτε ή οιανδήποτε εξ αυτών.

Οι σκοποί που αναπτύσσονται σε οποιαδήποτε υποπαράγραφο της παραγράφου αυτής, πρέπει να ερμηνεύονται με τον πιο πλατύ τρόπο δίχως περιορισμούς και εκτός αν προκύπτει καθαρά από το κείμενο κάτι διαφορετικό, θα πρέπει να μὴν περιορίζονται με οποιοδήποτε τρόπο από οποιαδήποτε αναφορά ή συμπέρασμα που βγαίνει από οποιοδήποτε άλλο σκοπό ή σκοπούς που αναπτύσσονται σε οποιαδήποτε τέτοια υποπαράγραφο ή από τους όρους οποιασδήποτε άλλης υποπαραγράφου ή από το όνομα της Εταιρείας. Αυτές οι υποπαράγραφοι, οι σκοποί που καθορίζονται σ' αυτές και οι εξουσίες που παρέχονται από αυτές πρέπει να μη θεωρούνται βοηθητικές ή συμπληρωματικές αυτών που αναφέρονται σε κάποια άλλη υποπαράγραφο σκοπών ή εξουσιών. Η Εταιρεία έχει κάθε εξουσία να ασκεί όλες ή μερικές από τις εξουσίες που της παρέχονται από μια ή περισσότερες από τις υποπαραγράφους που αναφέρονται και να εκπληρώνει ή να δοκιμάζει να εκπληρώσει όλους ή μερικούς από τους σκοπούς που καθορίζονται σ' αυτές.

4. Η ευθύνη των μελών είναι περιορισμένη.

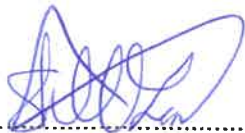
5. Το μετοχικόν κεφάλαιον της Εταιρείας είναι €5.000 (Πέντε χιλιάδες Ευρώ) διηρημένον εις 5.000 Μετοχάς εκ €1 εκάστη, μετά εξουσίας εκδόσεως οιανδήποτε μετοχών του κεφαλαίου είτε του αρχικού είτε του ηυξημένου μεθ' οιανδήποτε προνομιακών, ειδικών ή περιορισμένων δικαιωμάτων ή όρων εν σχέσει προς τα μερίσματα, την αποπληρωμήν κεφαλαίου, το δικαίωμα ψήφου ή άλλως.

ΗΜΕΙΣ, των οποίων τα ονόματα και οι διευθύνσεις αναγράφονται εις το τέλος του παρόντος επιθυμούμεν όπως συστήσωμεν εταιρείαν δυνάμει του παρόντος Ιδρυτικού Εγγράφου και συννομολογούμεν όπως έκαστος εξ ημών αναλάβη τον αριθμόν των μετοχών του κεφαλαίου της Εταιρείας τον αναγραφόμενον έναντι του ονόματός του.

| ΟΝΟΜΑΤΕΠΩΝΥΜΟΝ, ΔΙΕΥΘΥΝΣΙΣ<br>ΚΑΙ<br>ΧΑΡΑΚΤΗΡΙΣΜΟΣ ΤΩΝ ΕΤΑΙΡΩΝ                                                     | ΥΠΟΓΡΑΦΑΙ                                                                         | ΑΡΙΘΜΟΣ<br>ΜΕΤΟΧΩΝ ΤΑΣ<br>ΟΠΟΙΑΣ ΕΚΑΣΤΟΣ<br>ΑΝΑΛΑΜΒΑΝΕΙ |
|--------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|---------------------------------------------------------|
| RRMW LLC<br>30 N Gould St Ste R<br>Sheridan, WY 82801<br>USA<br>Χώρα εγγραφής: ΗΠΑ<br>Αρ. Εγγραφής: 2023-001248034 |  | 5.000<br>Μετοχαι<br>Ρεζερβ χημικός<br>μετοχικός φόρο    |

Εχρονολογήθη σήμερον την .....30<sup>ην</sup>..... ημέραν του μηνός .....Μαρτίου..... 2023.

Μάρτυς των άνω υπογραφών:



Στέλλα Ζαβρού  
Λογιστής  
Οδός Αυλώνος 1  
Κτήριο ΜΑΡΙΑ  
1075 Λευκωσία, Κύπρος

## APOSTILLE

(Convention de La Haye du 5 octobre 1961)

1. Country: Cyprus

This public document

2. has been signed by Katia Argyrou

3. acting in the capacity for Registrar of Companies

4. bears the seal/stamp of Department of Registrar of Companies and Intellectual Property, Ministry of Energy, Commerce and Industry

Certified

6. the 28/04/2023

5. at APOSTILLE - MJPO

7. by Myria Georgiou

8. No NIC MJPO-NIC 000631750/2023

9. Seal/stamp:

10. Signature:



  
For Permanent Secretary  
Ministry of Justice and Public Order  
84366549

## Ο ΠΕΡΙ ΕΤΑΙΡΕΙΩΝ ΝΟΜΟΣ ΚΕΦ. 113

### ΙΔΙΩΤΙΚΗ ΕΤΑΙΡΕΙΑ ΠΕΡΙΩΡΙΣΜΕΝΗΣ ΕΥΘΥΝΗΣ ΔΙΑ ΜΕΤΟΧΩΝ

#### ΚΑΤΑΣΤΑΤΙΚΟΝ

#### ΤΗΣ ΕΤΑΙΡΕΙΑΣ

### PJMM SOLUTIONS LIMITED

#### ΥΙΟΘΕΤΗΣΙΣ ΠΙΝΑΚΑ Α

1. Οι Κανονισμοί οι περιεχόμενοι εις το Μέρος 1 του Πίνακος Α, (κατωτέρω αναφερόμενος ως ο "Πίνακας Α") του πρώτου παραρτήματος του Περί Εταιρειών Νόμου ΚΕΦ. 113, θα εφαρμόζονται εις την Εταιρείαν, αλλά εν περιπτώσει διαφοράς ή ανακολουθίας μεταξύ των παρόντων Κανονισμών και του Πίνακος Α θα υπερισχύουν οι παρόντες Κανονισμοί.

Νοείται ότι όταν η εταιρεία έχει ένα και μοναδικό μέλος υιοθετείται το μέρος 3 του Πίνακα Α του πρώτου παραρτήματος του Περί Εταιρειών Νόμου ΚΕΦ. 113.

#### ΜΕΤΑΒΙΒΑΣΙΣ ΜΕΤΟΧΩΝ

2. Η Εταιρεία είναι ιδιωτική εταιρεία και ως εκ τούτου:-

2.1 Το δικαίωμα μεταβιβάσεως των μετοχών της Εταιρείας θα περιορίζεται κατά τον κατωτέρω αναγραφόμενον τρόπον.

2.2 Ο αριθμός των μελών της Εταιρείας (μη συμπεριλαμβανομένων των προσώπων τα οποία ευρίσκονται εις την υπηρεσίαν της Εταιρείας, ως και των προσώπων τα οποία, ευρισκόμενα προηγουμένως εις την υπηρεσίαν της Εταιρείας, ήσαν κατά την διάρκειαν της υπηρεσίας των και εσυνέχισαν μετά το πέρας της υπηρεσίας ταύτης να είναι μέλη της Εταιρείας), θα περιορίζεται εις πενήντηκοντα (50) μόνον, νοουμένου οτι δια τους σκοπούς της παρούσης προνοίας, όπου δύο ή περισσότερα πρόσωπα είναι συγκύριοι μιας ή πλειόνων μετοχών της Εταιρείας θα θεωρούνται εν μέλος.

2.3 Ουδεμία πρόσκλησις θα απευθύνεται εις το κοινόν όπως εγγραφή δι' οιασδήποτε μετοχάς ή χρεωστικά ομόλογα (debentures) της Εταιρείας.

2.4 Η Εταιρεία δεν θα έχη το δικαίωμα να εκδίδη μετοχάς εις τον κομιστήν (Share Warrants to Bearer).

3. Εν ουδεμιά περιπτώσει μετοχή θα μεταβιβάζεται εις πτωχεύσαντα ή εις διανοητικώς ανίκανον πρόσωπον.
4. Πάσα μετοχή δύναται να μεταβιβασθή υπό μέλους τινός εις τον ή την σύζυγόν του και ή τέκνα του μόνον.

5. Πλην ως προνοείται εις τον Κανονισμό 4 πιο πάνω ουδεμία μετοχή θα μεταβιβάζεται εις πρόσωπον το οποίον δεν είναι μέλος εφ' όσον οιονδήποτε μέλος θα είναι πρόθυμον να αγοράση ταύτην εις την πραγματικήν της αξίαν, νοουμένου ότι οποιοδήποτε μέλος της Εταιρείας μπορεί οποτεδήποτε να μεταβιβάσει οποιεσδήποτε μετοχές της Εταιρείας οι οποίες είναι εγγεγραμμένες στο όνομα του σε οποιοδήποτε άλλο πρόσωπο με την εκ των προτέρων έγγραφη συγκατάθεση του κάθε ενός από τα υπόλοιπα μέλη της Εταιρείας.
6. Επί σκοπώ όπως επιβεβαιωθή εάν μέλος τι θα ήτο πρόθυμον όπως αγοράση μετοχάς εις την πραγματικήν αξίαν τούτων, το πρόσωπον, είτε μέλος της Εταιρείας είτε όχι, το οποίον πρόκειται να μεταβιβάση ταύτας (εν τοις εφεξής καλούμενον το "αποχωρούν μέλος") θα δίδη ειδοποίηση εγγράφως (εν τοις εφεξής καλουμένη "ειδοποίησις πωλήσεως") εις την Εταιρείαν, ότι επιθυμεί όπως μεταβιβάση ταύτας. Πάσα ειδοποίησις πωλήσεως θα καθορίζη ειδικώς τους διακριτικούς αριθμούς (εάν υπάρχωσι) των μετοχών ας το αποχωρούν μέλος επιθυμεί όπως μεταβιβάση και θα διορίζη την Εταιρείαν αντιπρόσωπον του αποχωρούντος μέλους δια την πώλησιν των τοιούτων μετοχών εις οιονδήποτε μέλος της Εταιρείας εις την πραγματικήν αυτών αξίαν. Ουδεμία ειδοποίησις πωλήσεως θα αποσύρεται πλην τη εγκρίσει των Διευθυντών.
7. Εάν η Εταιρεία εντός τεσσαράκοντα δύο ημερών μετά την επίδοσιν μιας ειδοποιήσεως πωλήσεως ευρίσκη εν μέλος πρόθυμον όπως αγοράση οιονδήποτε μετοχήν περιλαμβανομένην ενταύθα (εν τοις εφ' εξής περιγραφόμενον ως "μέλος - αγοραστής") θα ειδοποιή περί τούτου το αποχωρούν μέλος, το δε αποχωρούν μέλος θα υποχρεούται επί πληρωμή της πραγματικής αξίας όπως μεταβιβάση την μετοχήν αυτήν εις το τοιούτον μέλος - αγοραστήν το οποίον θα υποχρεούται όπως συμπληρώση την αγοράν εντός επτά ημερών από της επιδόσεως της τοιαύτης αναφερομένης αμέσως ανωτέρω ειδοποιήσεως. Οι Διευθυντές επί σκοπώ εξευρέσεως μέλους - αγοραστού, θα προσφέρουν οιονδήποτε μετοχήν περιλαμβανομένης εις την ειδοποίησιν πωλήσεως εις τα πρόσωπα τά τότε κατέχοντα τας υπολοίπους μετοχάς της Εταιρείας κατά τάξιν και κατ' αναλογίαν όσον το δυνατόν πλησιεστέραν προς την υπ' αυτών κατοχήν των μετοχών της Εταιρείας και θα περιορίζωσι τον χρόνον εντός του οποίου εάν η τοιαύτη προσφορά δεν γίνη αποδεκτή θα λογίζεται ως απορριφθείσα και οι Διευθυντές θα προβαίνωσιν εις τοιαύτας ενεργείας προς εξεύρεσιν ενός μέλους - αγοραστού δι' οιασδήποτε μετοχάς μη αποδεκτάς υπό μέλους τινός εις ό ούτω, θα έχωσι προσφερθή ως προείρηται, εντός του ούτω περιωρισμένου χρόνου ως θα εθεώρουν δίκαιον και εύλογον. Εάν οι Διευθυντές δεν δύνανται να εξεύρωσι μέλος ή μέλη τα οποία θα επιθυμώσι να αγοράσωσι τας μετοχάς τας περιλαμβανομένας εις την ειδοποίησιν πωλήσεως εντός της ειρημένης περιόδου, τότε το αποχωρούν - μέλος, καθ' οιονδήποτε χρόνον εντός τριών μηνών μετά ταύτα, θα είναι ελεύθερον όπως πωλήση και μεταβιβάση τας μετοχάς τας περιλαμβανομένας εις την ειδοποίησιν πωλήσεως (ή ταύτας, οίαι δεν θα έχωσι πωληθή εις μέλος - αγοραστήν), εις οιονδήποτε πρόσωπον εις τιμήν ουχί μικροτέραν εκείνης η οποία καθωρίσθη ως προνοείται υπό τας διατάξεις του Κανονισμού 9 πιο κάτω.
8. Εν ή περιπτώσει το αποχωρούν μέλος δεν δυνηθή να διενεργήση την πώλησιν οιονδήποτε μετοχών τας οποίας θα έχη καταστή υπόχρεον όπως μεταβιβάση ως προείρηται, οι Διευθυντές δύνανται να εξουσιοδοτήσωσι πρόσωπόν τι όπως διενεργήση την μεταβίβασιν των μετοχών εις το μέλος - αγοραστήν και εκδώση έγκυρον απόδειξιν δια το τίμημα αγοράς των τοιούτων μετοχών, και εγγράψη το μέλος - αγοραστήν ως κάτοχον τούτων και εκδώση εις τούτον πιστοποιητικόν δια ταύτας καί ως εκ τούτου το μέλος - αγοραστής θα καθίσταται εγκύρως ιδιοκτήτης τούτων. Το αποχωρούν μέλος εν τοιαύτη περιπτώσει θα υποχρεούται να παραδώση το πιστοποιητικόν τούτου δια τας ειρημένας μετοχάς και επι τοιαύτη παραδόσει θα δικαιούται όπως λαμβάνη το ειρημένον τίμημα αγοράς άνευ τόκου και εάν το τοιούτον πιστοποιητικόν θα περιλαμβάνη οιασδήποτε μετοχάς ας ούτος δεν θα υποχρεούται όπως μεταβιβάση ως προείρηται, η Εταιρεία θα εκδίδη εις τούτον εν ανάλογον πιστοποιητικόν δια τας υπολοίπους μετοχάς.

9. Εν ή περιπτώσει το αποχωρούν μέλος και η Εταιρεία δεν συμφωνούν εν σχέσει προς την πραγματική αξίαν των μετοχών των διαλαμβανομένων εις την ειδοποίησιν πωλήσεως η πραγματική αξία τούτων θα πιστοποιήται υπό του εκάστοτε ελεγκτού της Εταιρείας (ο οποίος θα ενεργεί ως ειδικός και ουχί ως διαιτητής) και η δήλωσις τούτου ως προς την πραγματική αυτών αξίαν θα είναι οριστική, δεσμευτική και τελειωτική.

#### ΓΕΝΙΚΑΙ ΣΥΝΕΛΕΥΣΕΙΣ

10. Ουδεμία εργασία θα διεξάγεται εις οιαδήποτε Γενικήν Συνέλευσιν άνευ υπάρξεως απαρτίας κατά την έναρξιν των εργασιών της Συνελεύσεως. Δια πάσαν περίπτωσιν η απαρτία θα αποτελέται εκ της προσωπικής παρουσίας δύο ή περισσοτέρων μελών κατεχόντων ή αντιπροσωπευόντων δι' επιτροπικού ουχί ολιγώτερον του 51% του εκδοθέντος μετοχικού κεφαλαίου της Εταιρείας.
11. Εάν εντός ημισείας ώρας από του καθορισθέντος δια την έναρξιν των εργασιών της Γενικής Συνελεύσεως χρόνου δεν υπάρξη απαρτία η Συνέλευσις, εάν έχη συγκληθή τη αιτήσει μελών θα διαλύεται. Εις πάσαν ετέραν περίπτωσην θα αναβάλληται μέχρι της ιδίας ημέρας της αμέσως επομένης εβδομάδος και εις τόν ίδιον τόπον και χρόνον, και εάν εις την τοιαύτην εξ αναβολής Συνέλευσιν δεν αποτελεσθή απαρτία εντός ημισείας ώρας από του καθορισθέντος χρόνου δια την Συνέλευσιν, τότε εν μέλος παρόν και κατέχον ή αντιπροσωπεύον δι' επιτροπικού ουχί ολιγώτερον του ενός τρίτου των εκδοθέντων μετοχών τής Εταιρείας θα αποτελέ απαρτίαν.
12. Τηρουμένων των προνοιών του περί Εταιρειών Νόμου ΚΕΦ. 113, γραπτή απόφασις υπογεγραμμένη υφ' όλων των μελών άτινα είχαν δικαίωμα να λάβουν ειδοποίησιν και να παρουσιασθούν και ψηφίσουν κατά την Γενικήν Συνέλευσιν (εν περιπτώσει οργανισμών δια του δεόντως εξουσιοδοτημένου αντιπροσώπου των) θα είναι ισχυρά, ως εάν είχε ληφθή εις Γενικήν Συνέλευσιν, δεόντως συγκληθείσαν, συγκροτηθείσαν και διεξαχθείσαν.
13. Αι Γενικαί Συνελεύσεις της Εταιρείας ως και αι συνεδριάσεις των Διευθυντών ταύτης δύνανται να λαμβάνουν χώραν εις οιονδήποτε μέρος του κόσμου.

#### ΕΞΟΥΣΙΑΙ ΠΡΟΣ ΣΥΝΑΨΙΝ ΔΑΝΕΙΩΝ

14. Ο Κανονισμός 79 του Πίνακος Α δεν θα εφαρμόζεται δια την Εταιρείαν αυτήν και ο κάτωθι Κανονισμός θα αντικαταστήση τούτον:-
- 14.1 Οι Διευθυνταί δύνανται να εκτελούν πάσας τας εξουσίας της Εταιρείας του να δίδη εγγυήσεις, να δανείζηται και να συνάπτη ή επιτυχάνη χρηματικά δάνεια, κατά τοιούτον τρόπον ως ήθελε θεωρηθή πρέπον ή σκόπιμον, και δύνανται να επιβαρύνουν ή υποθηκεύουν ολόκληρον ή οιονδήποτε μέρος της επιχειρήσεως, κινήτης και ακινήτου περιουσίας της Εταιρείας, παρούσης και μελλούσης συμπεριλαμβανομένου του μη κληθέντος κεφαλαίου της, και να εκδίδουν χρεωστικά ομόλογα (debentures), ομολογίας εξησφαλισμένας δι' υποθήκης (mortgage debentures), τίτλους ομολογιακού δανείου (debenture stock), ομόλογα, γραμμάτια και άλλα χρεώγραφα πληρωτέα εις τον κάτοχον ή άλλως και είτε ταύτα είναι διηνεκή είτε εξαγοραστέα είτε επαναπληρωτέα και είτε απ'ευθείας είτε ως ασφάλεια δι' οιονδήποτε δάνειον, ευθύνην ή υποχρέωσιν της Εταιρείας ή οιονδήποτε τρίτου προσώπου.

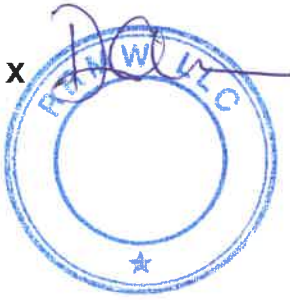
14.2 Τα τοιαύτα χρεωστικά ομόλογα (debentures), ομολογία εξησφαλισμένα δι' υποθήκης (mortgage debentures), τίτλοι ομολογιακού δανείου (debenture stock), ομόλογα, γραμμάτια ή άλλα χρεώγραφα, δύνανται να εκδίδονται μετ'εκπτώσεως (at a discount), υπέρ το άρτιον (at a premium) ή άλλως και μετά τοιούτων εξουσιών ως προς την εξαγοράν (redemption), παράδοσιν (surrender), "drawing", έκδοσιν μετοχών ή άλλως ως οι Διευθυνταί ήθελον κρίνει σκόπιμον ή ορθόν.

#### ΔΙΟΙΚΗΤΙΚΟΝ ΣΥΜΒΟΥΛΙΟΝ

15. Ο αριθμός των Διευθυντών δεν θα είναι μεγαλύτερος των πέντε.
16. Οι Διευθυνταί δύνανται οποτεδήποτε να απαιτήσουν παρ' οιοδήποτε προσώπου του οποίου το όνομα κατεχωρήθη εις το Μητρώον Μελών της Εταιρείας να τους εφοδιάση με πληροφορίαν, βεβαιουμένην (εάν οι Διευθυνταί ούτως απαιτήσουν) με καταστατικήν ή άλλην δήλωσιν οίαν ούτοι ήθελον θεωρήσει αναγκαίαν προς τον σκοπόν όπως εξακριβωθή κατά πόσον η Εταιρεία είναι εξαιρουμένη ιδιωτική εταιρεία συμφώνως προς τας προνοίας του εδαφίου (4) του άρθρου 123 του περί Εταιρειών Νόμου ΚΕΦ. 113 ή όχι.
17. Οιοσδήποτε Διευθυντής δύναται δι' εγγράφου ειδοποιήσεως υπογεγραμμένης υπ' αυτού και παραδοτέας εις τον γραμματέα της Εταιρείας καθ' οιονδήποτε χρόνον και από καιρού εις καιρόν να διορίζη οιονδήποτε πρόσωπον όπως αντ' αυτού ενεργή ως αντικαταστάτης Διευθυντής και οιονδήποτε τοιούτον πρόσωπον ενώ υπηρετεί ως αντικαταστάτης Διευθυντής θα δικαιούται (αντί του διορίζοντος αυτόν Διευθυντού) να λαμβάνη ειδοποιήσεις και να προσέρχεται να ψηφίζει εις συνεδρία των Διευθυντών και να έχη και εξασκή όλας τας εξουσίας, τα δικαιώματα και καθήκοντα του διορίζοντος αυτόν Διευθυντού. Διευθυντής τις δύναται οποτεδήποτε να ακυρώση τον υπ' αυτού διορισμόν αντικαταστάτου και εαν ουτως ήθελε αποφασίσει, να διορίση άλλον πρόσωπον, ως αντικαταστάτην Διευθυντήν. Εις περίπτωσιν καθ' ήν εις Διευθυντής ήθελε παύσει να κατέχει την θέσιν του Διευθυντού τότε ο υπ' αυτού διορισμός αντικαταστάτου Διευθυντού παρευθύς τερματίζεται.
18. Οι Διευθυνταί δεν θα υπόκεινται εις αποχώρησιν εκ του αξιώματος των εκ περιτροπής. Συνεπώς οι Κανονισμοί 89 - 94 (αμφοτέρων συμπεριλαμβανομένων) του Πίνακος "Α" δεν θα εφαρμόζονται δια την Εταιρείαν αυτήν και αναφορά εις αποχώρησιν Διευθυντών εκ περιτροπής περιεχομένη εις ετέρους κανονισμούς του Πίνακος "Α" υιοθετουμένους υπό των παρόντων δεν θα ισχύη δια την Εταιρείαν αυτήν.
19. Εις τον Κανονισμόν 98 του Πίνακος "Α" η τελευταία πρότασις δεν θα εφαρμόζεται δια την Εταιρείαν αυτήν.

#### ΕΙΔΟΠΟΙΗΣΕΙΣ

20. Εις τον Κανονισμόν 131 του Πίνακος "Α" αι λέξεις "ή (εάν δεν έχη εγγεγραμμένην διεύθυνσιν εντός της Δημοκρατίας) εις την διεύθυνσιν, εάν υπάρχη τοιαύτη, εντός της Δημοκρατίας ήτις εδόθη υπ' αυτού εις την Εταιρείαν ίνα επιδίδωνται ειδοποιήσεις" δεν θα εφαρμόζονται δια την Εταιρείαν αυτήν.
21. Εις την υποπαράγραφον (α) του Κανονισμού 134 του Πίνακος "Α" άπασαι αι λέξεις μετά τας λέξεις "έκαστον μέλος" δεν θα εφαρμόζονται δια την Εταιρείαν αυτήν.

| ΟΝΟΜΑΤΑ, ΔΙΕΥΘΥΝΣΕΙΣ ΚΑΙ<br>ΠΕΡΙΓΡΑΦΗ ΙΔΡΥΤΙΚΩΝ ΜΕΛΩΝ                                                              | ΥΠΟΓΡΑΦΑΙ                                                                            |
|--------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------|
| RRMW LLC<br>30 N Gould St Ste R<br>Sheridan, WY 82801<br>USA<br>Χώρα εγγραφής: ΗΠΑ<br>Αρ. Εγγραφής: 2023-001248034 | X  |

Εχρονολογήθη σήμερον την 30<sup>ην</sup> ημέραν του μηνός Μαρτίου 2023.

Μάρτυς των άνω υπογραφών:



.....  
Στέλλα Ζαβρού  
Λογιστής  
Οδός Αυλώνας 1  
Κτήριο ΜΑΡΙΑ  
1075 Λευκωσία, Κύπρος

Βεβαιώ ότι το ως άνω Ιδρυτικόν  
Εγγραφον και Καταστατικόν της  
Εταιρείας συνετάχθησαν υπ'εμού.



(Υπ.) .....  
Δημήτρης Κούτρας  
Δικηγόρος,  
17B Ταγματάρχου Πουλίου, Διαμ. 1  
1101 Άγιος Ανδρέας  
Λευκωσία, Κύπρος

ΑΚΡΙΒΕΣ ΑΝΤΙΓΡΑΦΟ  
(Υπ.) Κ. ΑΡΧΑΓΓΕΛΟΥ  
ΓΙΑ ΕΦΟΡΟ ΕΤΑΙΡΕΙΩΝ  
25/4/2023

## APOSTILLE

(Convention de La Haye du 5 octobre 1961)

1. Country: Cyprus

This public document

2. has been signed by Katia Argyrou

3. acting in the capacity for Registrar of Companies

4. bears the seal/stamp of Department of Registrar of Companies and Intellectual Property, Ministry of Energy, Commerce and Industry

Certified

5. at APOSTILLE - MJPO

6. the 28/04/2023

7. by Myria Georgiou

8. No NIC MJPO-NIC 000631749/2023

9. Seal/stamp:

10. Signature:



For Permanent Secretary  
Ministry of Justice and Public Order

66502745



April 4, 2023, Chicago, Illinois

The following is a true and exact copy of the original:

For RRMW, LLC (Wyoming)

- a) Limited Liability Company Articles of Organization
- b) Consent to Appointment by Registered Agent
- c) Certificate of Organization

That I have made, Jacob Gross, President, Pomtech Incorporated:

  
\_\_\_\_\_

|                                                                                                        |
|--------------------------------------------------------------------------------------------------------|
| State of: Illinois                                                                                     |
| County of: <u>COOK</u>                                                                                 |
| Subscribed and sworn to (or affirmed)<br>before me on this <u>4</u> day of <u>April</u> , 20 <u>23</u> |
| <u>By Jacob Gross</u>                                                                                  |
| J. Hathaway, Notary Public                                                                             |
| My Commission Expires <u>NOVEMBER 09, 2025</u>                                                         |





Wyoming Secretary of State  
Herschler Bldg East, Ste. 100 & 101  
Cheyenne, WY 82002-0020  
Ph. 307-777-7311

For Office Use Only  
WY Secretary of State  
FILED: Apr 3 2023 4:11PM  
Original ID: 2023-001248034

## Limited Liability Company Articles of Organization

- I. The name of the limited liability company is:  
RRMW LLC
- II. The name and physical address of the registered agent of the limited liability company is:  
Registered Agents Inc  
30 N Gould St Ste R  
Sheridan, WY 82801
- III. The mailing address of the limited liability company is:  
30 N Gould St Ste R  
Sheridan, WY 82801
- IV. The principal office address of the limited liability company is:  
30 N Gould St Ste R  
Sheridan, WY 82801
- V. The organizer of the limited liability company is:  
Registered Agents Inc  
30 N Gould St Ste R Sheridan, WY 82801

Signature: Robin Jones

Date: 04/03/2023

Print Name: Robin Jones

Title: Authorized Individual

Email: support@registeredagentsinc.com

Daytime Phone #: (307) 200-2803

- ☒ I am the person whose signature appears on the filing; that I am authorized to file these documents on behalf of the business entity to which they pertain; and that the information I am submitting is true and correct to the best of my knowledge.
- ☒ I am filing in accordance with the provisions of the Wyoming Limited Liability Company Act, (W.S. 17-29-101 through 17-29-1105) and Registered Offices and Agents Act (W.S. 17-28-101 through 17-28-111).
- ☒ I understand that the information submitted electronically by me will be used to generate Articles of Organization that will be filed with the Wyoming Secretary of State.
- ☒ I intend and agree that the electronic submission of the information set forth herein constitutes my signature for this filing.
- ☒ I have conducted the appropriate name searches to ensure compliance with W.S. 17-16-401.
- ☒ I consent on behalf of the business entity to accept electronic service of process at the email address provided with Article IV, Principal Office Address, under the circumstances specified in W.S. 17-28-104(e).

**Notice Regarding False Filings: Filing a false document could result in criminal penalty and prosecution pursuant to W.S. 6-5-308.**

**W.S. 6-5-308. Penalty for filing false document.**

(a) A person commits a felony punishable by imprisonment for not more than two (2) years, a fine of not more than two thousand dollars (\$2,000.00), or both, if he files with the secretary of state and willfully or knowingly:

(i) Falsifies, conceals or covers up by any trick, scheme or device a material fact;

(ii) Makes any materially false, fictitious or fraudulent statement or representation; or

(iii) Makes or uses any false writing or document knowing the same to contain any materially false, fictitious or fraudulent statement or entry.

- ☒ I acknowledge having read W.S. 6-5-308.

Filer is: ☐ An Individual ☒ An Organization

The Wyoming Secretary of State requires a natural person to sign on behalf of a business entity acting as an incorporator, organizer, or partner. The following individual is signing on behalf of all Organizers, Incorporators, or Partners.

**Filer Information:**

**By submitting this form I agree and accept this electronic filing as legal submission of my Articles of Organization.**

Signature: Robin Jones

Date: 04/03/2023

Print Name: Robin Jones

Title: Authorized Individual

Email: support@registeredagentsinc.com

Daytime Phone #: (307) 200-2803

## Consent to Appointment by Registered Agent

**Registered Agents Inc**, whose registered office is located at **30 N Gould St Ste R, Sheridan, WY 82801**, voluntarily consented to serve as the registered agent for **RRMW LLC** and has certified they are in compliance with the requirements of W.S. 17-28-101 through W.S. 17-28-111.

I have obtained a signed and dated statement by the registered agent in which they voluntarily consent to appointment for this entity.

Signature: **Robin Jones** Date: **04/03/2023**  
Print Name: **Robin Jones**  
Title: **Authorized Individual**  
Email: **support@registeredagentsinc.com**  
Daytime Phone #: **(307) 200-2803**

**STATE OF WYOMING**  
**Office of the Secretary of State**

I, CHUCK GRAY, Secretary of State of the State of Wyoming, do hereby certify that the filing requirements for the issuance of this certificate have been fulfilled.

CERTIFICATE OF ORGANIZATION

**RRMW LLC**

I have affixed hereto the Great Seal of the State of Wyoming and duly executed this official certificate at Cheyenne, Wyoming on this **3rd** day of **April, 2023** at **4:11 PM**.

Remainder intentionally left blank.



Filed Date: 04/03/2023

A handwritten signature in cursive script that reads "Chuck Gray".

Secretary of State

Filed Online By:

Robin Jones

on 04/03/2023

**OPERATING AGREEMENT  
OF  
RRMW LLC**

THIS OPERATING AGREEMENT (“**Agreement**”) is made and entered into as of the 23<sup>rd</sup> day of June, 2023, by and between PomTech Incorporated, as sole member and manager (the “**Manager**” or the “**Member**”), and RRMW LLC, a Wyoming limited liability company (the “**Company**”).

**1. DEFINITIONS**

The following terms used in this Agreement shall have the following meanings:

“**Act**” shall mean the Wyoming Limited Liability Company Act, as amended from time to time.

“**Articles of Organization**” shall mean the Articles of Organization of the Company as filed with the Secretary of State of Wyoming, as amended from time to time.

“**Capital Contribution**” shall mean any contribution to the capital of the Company in cash or property by the Member whenever made.

“**Cash Flow**” shall mean the gross cash proceeds from the operation of the Company's business less the portion thereof used to establish Reserves for or to pay Company expenses, debt payments and capital expenditures. “**Cash Flow**” shall include any net cash proceeds from the sale or disposition of Company property and from the refinancing of indebtedness of the Company, shall be increased by any reduction of Reserves previously established by the Manager, and shall not be reduced by depreciation, cost recovery, amortization or similar non-cash deductions.

“**Entity**” shall mean any general partnership, limited partnership, limited liability partnership, limited liability company, corporation, joint venture, trust, business trust, cooperative, association, foreign trust, foreign business organization or other business entity.

“**Fiscal Year**” shall mean the period terminating on December 31 of each year during the term hereof or on such earlier date on which the Company's taxable year ends.

“**Member**” shall mean the Person who executed a counterpart of this Agreement as a Member and any Person who may hereafter become a member of the Company.

“**Net Profits**” and “**Net Losses**” shall mean the income, gain, loss, deductions and credits of the Company as determined for federal income tax purposes in the aggregate or separately stated, as appropriate, as of the close of each Fiscal Year.

“**Person**” shall mean any individual or Entity, and the heirs, executors, administrators, legal representatives, successors and assigns of such Person, where the context so permits.

“**Representative**” shall mean the legally appointed guardian of a mentally incapacitated Member, the conservator of a mentally incapacitated Member's assets, the legally appointed and qualified executor or personal representative of the estate of a deceased Member or the legal representative or successor of a Member that is an Entity. In the event no such guardian, executor or personal representative is appointed, then the Representative shall mean the spouse of such incapacitated or deceased Member, or if such Member does not have a spouse or the spouse is not then living or is unable or unwilling to act, such Member's then living lineal descendants who are willing and capable of acting, one at a time in descending order of age but in no event younger than 21 years of age or, if none, such Member's then-living lineal ancestors who are willing and capable of acting, one at a time and in ascending order of age.

“**Reserves**” shall mean funds set aside or amounts allocated to reserves which shall be maintained in amounts deemed sufficient by the Manager for working capital and to pay taxes, insurance, debt service or other costs or expenses incident to the ownership or operation of the Company's business.

## **2. FORMATION OF COMPANY**

### **2.1. Formation.**

The Company has been organized as a Wyoming limited liability company by executing and delivering the Articles of Organization to the Wyoming Secretary of State in accordance with and pursuant to the Act.

### **2.2. Name.**

The name of the Company is "RRMW LLC."

### **2.3. Principal Place of Business.**

The principal place of business of the Company is 30 N Gould St Ste R, Sheridan, WY 82801. The Company may locate its places of business and registered office at any other place or places as the Member may deem advisable.

### **2.4. Registered Office and Registered Agent.**

The Company's initial registered office and initial registered agent shall be as stated in the Articles of Organization. The registered office and registered agent may be changed by the Manager by filing the address of the new registered office and/or the name of the new registered agent with the Wyoming Secretary of State pursuant to the Act.

### **2.5. Term.**

The Company shall have a perpetual term and shall continue until it is dissolved in accordance with either the provisions of this Agreement or the Act.

## **3. BUSINESS OF COMPANY**

### **3.1. Purpose.**

The business of the Company shall be to conduct any lawful business whatsoever that may be conducted by limited liability companies pursuant to the Act.

## **4. MANAGEMENT OF THE COMPANY**

### **4.1. Management of Company.**

The Manager has the exclusive right to manage the Company's business. Accordingly, the Manager at times acting through the officers (if any) of the Company, shall: (i) manage the affairs and business of the Company; (ii) exercise the authority and powers granted to the Company; and (iii) otherwise act in all other matters on behalf of the Company.

### **4.2. Execution of Documents.**

Any document or instrument of any and every nature, including without limitation, any agreement, contract, deed, promissory note, mortgage or deed of trust, security agreement, financing statement, pledge, assignment, bill of sale and certificate, which is intended to bind the Company or convey or encumber title to its real or personal property shall be valid and binding for all purposes only if executed by the Manager.

### **4.3. Action Without Meeting.**

Any action required to be taken by or on behalf of the Company may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by the Manager.

### **4.4. Term; Vacancies.**

The Manager shall remain the sole manager of the Company until the Manager's removal, resignation, judicial determination of incompetency, permanent disability, death or dissolution. If the

Manager has resigned, been removed or is otherwise unable to serve as manager, the remaining Members of the Company shall appoint a successor manager or managers.

**4.5. Compensation.**

The Manager shall not receive compensation for the Manager's services as manager of the Company, but the Company will reimburse the Manager for out-of-pocket costs and expenses incurred in the course of the Manager's service hereunder.

**4.6. Conflicts.**

The Manager need not devote full time to the Company's business but shall devote such time as the Manager, in the Manager's sole discretion deems necessary to manage the Company's affairs in an efficient manner. Subject to the other express provisions of this Agreement, the Manager at any time and from time to time may engage in and possess interests in other business ventures of any and every type and description, independently or with others, including ventures in competition with the Company, with no obligation to offer to the Company or any other member the right to participate therein. The Company may transact business with the Manager or any affiliate thereof.

**4.7. Officers.**

The officers of the Company may consist of a President, a Treasurer and a Secretary. The officers shall be appointed by the Manager and shall exercise such powers and perform such duties as are prescribed by the Manager. Any number of offices may be held by the same person, as the Manager may determine.

**4.8. Term of Office.**

The officers shall hold office for the term for which they were appointed and until their successors are elected and qualified; provided, however, that any officer may be removed at any time with or without cause by the Manager.

**5. RIGHTS AND OBLIGATIONS OF THE MANAGER**

**5.1. Limitation of Liability.**

The Manager will not be personally liable for any obligations, liabilities, debts or losses of the Company, whether arising in tort, contract or otherwise.

**5.2. Right to Indemnification.**

The Company will indemnify, defend and hold harmless each Person ("**Indemnified Person**") who was or is made a party or is threatened to be made a party to or is involved in any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, arbitral or investigative ("**Proceeding**"), or any appeal in such a Proceeding or any inquiry or investigation that could lead to such a Proceeding, by reason of the fact that he, she or it was or is a Manager, Member or an officer of the Company or he, she or it was or is the Representative of or a Manager, Member, director, officer, partner, venturer, proprietor, trustee, employee, agent or similar functionary of a Manager, Member or of an officer of the Company, from and against any and all judgments, penalties (including excise and similar taxes and punitive damages), fines, settlements and reasonable costs and expenses (including, without limitation, attorneys' fees) actually incurred by such Indemnified Person in connection with such Proceeding.

**5.3. Survival.**

Indemnification under this Article 5 shall continue as to a Person who has ceased to serve in the capacity which initially entitled such Person to indemnity hereunder. The rights granted pursuant to this Article 5 shall be deemed contract rights, and no amendment, modification or repeal of this Article 5 shall have the effect of limiting or denying any such rights with respect to actions taken or Proceedings arising prior to any such amendment, modification or repeal.

**5.4. Advance Payment.**

The right to indemnification conferred by this Article 5 shall include the right to be paid or reimbursed by the Company for the reasonable expenses incurred in advance of the final disposition of the Proceeding.

**5.5. Nonexclusivity of Rights.**

The right to indemnification and the advancement and payment of expenses conferred by this Article 5 shall not be exclusive of any other right which a Person may have or hereafter acquire under any law (common or statutory), provision of the Articles of Organization, agreements, vote of members or otherwise.

**5.6. Savings Clause.**

If Paragraph 5.2 or any portion thereof shall be invalidated on any ground by any court of competent jurisdiction, then the Company shall nevertheless indemnify and hold harmless each Indemnified Person as to costs, charges and expenses (including attorneys' fees), judgments, fines and amounts paid in settlement with respect to any action, suit or proceeding, whether civil, criminal, administrative or investigative to the full extent permitted by any applicable portion of this Article 5 that shall not have been invalidated and to the fullest extent permitted by applicable law.

**6. CONTRIBUTIONS TO THE COMPANY**

**6.1. Member's Capital Contributions.**

The Member agrees to contribute up to Ten Thousand United States Dollars (\$10,000) as its Capital Contribution to the Company. The Member shall not be obligated to make any additional Capital Contributions to the Company.

**6.2. Loans by Members.**

The Member may, but is not obligated to, loan to the Company such sums as the Member determines to be appropriate for the conduct of the Company's business. Any such loans shall be on such other terms as the Member may agree.

**7. ALLOCATIONS AND DISTRIBUTIONS**

**7.1. Allocations of Profits and Losses.**

All of the Net Profits and Net Losses of the Company for each Fiscal Year shall be allocated to the Member.

**7.2. Distributions of Cash Flow.**

Cash Flow shall be distributed to the Member at such time or times as the Manager shall determine in its sole discretion.

**8. TRANSFERS OF MEMBERSHIP INTERESTS**

**8.1. Right to Transfer.**

The Member may sell, assign, gift, pledge, hypothecate, or otherwise transfer or encumber the Member's limited liability company interest without limitation or restriction.

**8.2. Rights of Transferees; Dissolution.**

If the Member sells, assigns or otherwise transfers all of the Member's limited liability company interest, the Member will cease to be a member of the Company, the assignee will become the successor member of the Company and the assignee may exercise all of the rights and powers of the Member under this Agreement and the Act. This Paragraph 8.2 applies not only to voluntary transfers of the Member's

limited liability company interest, but also to involuntary transfers on account of the Member's judicial determination of incompetency, dissolution, bankruptcy or termination.

**8.3. New Members.**

Except as provided in Paragraph 8.2, no Person may become a member of the Company without the prior written consent of the Member.

**9. DISSOLUTION AND TERMINATION**

**9.1. Dissolution.**

The Company shall be dissolved upon the occurrence of any of the following events:

- (a) the entry of a decree of judicial dissolution under the Act;
- (b) by the written consent of the Member; or
- (c) at any time there are no members of the Company; provided, however, that the Company will not be dissolved if, within 120 days after the occurrence of the event that terminated the membership of the last remaining member, the Representative of the last remaining member agrees in writing to continue the Company and to admit the Representative or its nominee or designee to the Company as a member, effective as of the date of the occurrence of the event that terminated the membership of the last remaining member.

**9.2. Winding Up, Liquidation and Distribution of Assets.**

If the Company is dissolved and its affairs are to be wound up, the Manager is directed to:

- (a) sell or otherwise liquidate such of the Company's assets as may be required to discharge all liabilities of the Company, including any liabilities to the Manager and the Member and establish such Reserves as may be reasonably necessary to provide for contingent liabilities of the Company; and
- (b) distribute the remaining assets to the Member, such distribution to be made either in cash or in kind, as determined by the Manager.
- (c) Upon completion of the winding up, liquidation and distribution of the assets, the Company shall be deemed terminated.

**9.3. Articles of Dissolution.**

When all debts, liabilities and obligations of the Company have been paid and discharged or adequate provisions have been made therefor and all of the remaining property and assets of the Company have been distributed, Articles of Dissolution, as required by the Act, shall be executed and filed with the Wyoming Secretary of State.

**9.4. Effect of Filing of Articles of Dissolution.**

Upon the filing of Articles of Dissolution with the Wyoming Secretary of State, the existence of the Company shall cease, except for the purpose of suits, other proceedings and appropriate action as provided in the Act. The Manager shall have authority to distribute any Company property discovered after dissolution, convey real estate and take such other action as may be necessary on behalf of and in the name of the Company.

## **10. MISCELLANEOUS PROVISIONS**

**10.1. Supersedes Prior Agreements:** This Agreement shall supersede and replace all prior agreements and understandings, oral or written, between the Company and sole Member and Manager Pomtech Incorporated.

**10.2. Choice of Law.**

This Agreement, and its interpretation, shall be governed exclusively by its terms and by the laws of the State of Wyoming (other than its conflicts of laws rules) and specifically the Act.

**10.3. Amendments.**

This Agreement may not be amended except in writing signed by the Member.

**10.4. Headings.**

The headings in this Agreement are inserted for convenience only and are in no way intended to describe, interpret, define, or limit the scope, extent or intent of this Agreement or any provision hereof.

**10.5. Severability.**

If any provision of this Agreement or the application thereof to any Person or circumstance shall be invalid, illegal or unenforceable to any extent, the remainder of this Agreement and the application thereof shall not be affected and shall be enforceable to the fullest extent permitted by law.

**10.6. Heirs, Successors and Assigns.**

Each and all of the covenants, terms, provisions and agreements herein contained shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.

**10.7. Creditors.**

None of the provisions of this Agreement shall be for the benefit of or enforceable by any creditors of the Company or of the Member.

**10.7 Entire Agreement.**

This Agreement contains the entire understanding of the parties with respect to its subject matter, superseding all prior discussions, correspondence, all understandings, oral and written, and may not be changed or modified except by a writing signed by a duly authorized representative of each party.

**IN WITNESS WHEREOF**, the Company, the Manager and the Member have executed this Agreement on the date first written above.

**SOLE MANAGER AND MEMBER:**

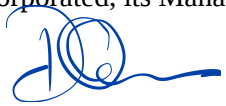
PomTech Incorporated

By:  \_\_\_\_\_  
Darin Oliver, CEO

**COMPANY:**

RRMW LLC

By: PomTech Incorporated, its Manager

By:  \_\_\_\_\_  
Darin Oliver, CEO

## CERTIFICATE OF INCORPORATION

**Article 1.** The name of the corporation is PomTech Incorporated ("PomTech").

**Article 2.** The name and address of PomTech's registered office in the State of Delaware are: Gust Delaware, Inc., 16192 Coastal Highway, Lewes, Delaware 19958 (Sussex County).

**Article 3.** The purpose of PomTech is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of Delaware ("GCL").

**Article 4.** PomTech is authorized to issue 10,000,000 shares of capital stock, all "Common Stock", with a par value of \$0.00001 per share.

**Article 5.** Per GCL §141, the business and affairs of PomTech shall be managed by its Board of Directors (the "Board"), except as may be provided by this Certificate and its Bylaws. Elections of Directors need not be by written ballot. The initial Board may be appointed by written action of the Incorporator, after which subsequent Boards shall be elected at PomTech's annual stockholder meetings or by written consent in lieu of annual meetings, pursuant to GCL §211.

**Article 6.** Per GCL §109, the Incorporator shall adopt the initial Bylaws of PomTech, after which the Board is expressly authorized to make, amend or repeal its Bylaws.

**Article 7.** Directors shall not be personally liable to PomTech or its stockholders for monetary damages for breach of fiduciary duty as a Director, except as may be limited by the GCL. As of the date of this Certificate, GCL §102(b)(7) does not allow a waiver of liability: (i) for any breach of the Director's duty of loyalty to PomTech or its stockholders; (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law; (iii) under GCL §174; or (iv) for any transaction from which the Director derived an improper personal benefit.

**Article 8.** PomTech shall indemnify and advance expenses for any party to a threatened, pending, or completed action, suit, audit, investigation, or other proceeding, including those in the right of PomTech, by reason of such person's role as an Incorporator, Director, or Officer of PomTech. The foregoing applies to the full extent permitted by GCL §145, does not apply to any role such person may have as employee or agent, and is cumulative with rather than in place of any other indemnification rights they may have.

**Article 9.** Amendments to this Certificate or the GCL shall not eliminate or reduce any waiver or indemnification obligations under Articles 7 and 8 with respect to circumstances, known or unknown, existing as of the time of such amendment.

**Article 10.** The Incorporator is Jacob Gross, whose mailing address is: 4244 W Belmont Avenue, Chicago, Illinois 60641.



Jacob Gross, Incorporator

November 22, 2022

Date

# Delaware

The First State

Page 1

*I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF  
DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT  
COPY OF THE CERTIFICATE OF AMENDMENT OF "POMTECH INCORPORATED",  
FILED IN THIS OFFICE ON THE SECOND DAY OF MAY, A.D. 2023, AT  
1:16 O`CLOCK P.M.*

  
Jeffrey W. Bullock, Secretary of State

7150969 8100  
SR# 20231754701

You may verify this certificate online at [corp.delaware.gov/authver.shtml](http://corp.delaware.gov/authver.shtml)

Authentication: 203286000  
Date: 05-05-23

**STATE OF DELAWARE**  
**CERTIFICATE OF AMENDMENT**  
**OF CERTIFICATE OF INCORPORATION**

The corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware does hereby certify:

**FIRST:** That at a meeting of the Board of Directors of  
PomTech Incorporated

resolutions were duly adopted setting forth a proposed amendment of the Certificate of Incorporation of said corporation, declaring said amendment to be advisable and calling a meeting of the stockholders of said corporation for consideration thereof. The resolution setting forth the proposed amendment is as follows:

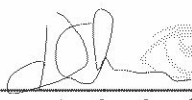
**RESOLVED**, that the Certificate of Incorporation of this corporation be amended by changing the Article thereof numbered "4" so that, as amended, said Article shall be and read as follows:

Please see attached.

**SECOND:** That thereafter, pursuant to resolution of its Board of Directors, a special meeting of the stockholders of said corporation was duly called and held upon notice in accordance with Section 222 of the General Corporation Law of the State of Delaware at which meeting the necessary number of shares as required by statute were voted in favor of the amendment.

**THIRD:** That said amendment was duly adopted in accordance with the provisions of Section 242 of the General Corporation Law of the State of Delaware.

**IN WITNESS WHEREOF**, said corporation has caused this certificate to be signed this 25 day of April, 2023.

By:  Date: 2023.04.25 14:41:38 +01'00'  
Authorized Officer  
Title: CEO

Name: Darin Oliver  
Print or Type

**Attachment to Certificate of Amendment of  
Certificate of Incorporation of PomTech Incorporated**

**ARTICLE 4**

**A. AUTHORIZED STOCK**

The total amount of stock PomTech is authorized to issue is 19,000,000 shares (number of authorized shares) with a par value of \$0.00001 per share, 10,000,000 of which shall be designated as Class A Common Shares and 9,000,000 of which shall be designated as Class B Common Shares.

**B. CLASS A COMMON STOCK**

The following rights, powers privileges and restrictions, qualifications, and limitations apply to the Class A Common Stock.

1. **General.** The voting, dividend and liquidation rights of the holders of the Class A Common Stock are subject to and qualified by the rights, powers and privileges of the holders of the Class B Common Stock set forth in this Certificate.

2. **Voting.** The holders of the Class A Common Stock are entitled to one (1) vote for each share of Class A Common Stock held at all meetings of stockholders (and written actions in lieu of meetings). Unless required by law, there shall be no cumulative voting. The number of authorized shares of Class A Common Stock may be increased or decreased (but not below the number of shares thereof then outstanding) by (in addition to any vote of the holders of the Class B Common Stock as required by the terms of this Certificate) the affirmative vote of the holders of shares of capital stock of PomTech representing a majority of the votes represented by all outstanding shares of capital stock of PomTech entitled to vote, irrespective of the provisions of Section 242(b)(2) of the General Corporation Law. Except as provided by law or by the other provisions of this Certificate, holders of Class A Common Stock shall vote together with the holders of Class B Common Stock as a single class, and shall be entitled, notwithstanding any provision of this Certificate, to notice of any stockholder meeting in accordance with the Bylaws of PomTech.

**C. CLASS B COMMON STOCK**

The following rights, powers privileges and restrictions, qualifications, and limitations apply to the Class B Common Stock.

1. **General.** The voting, dividend and liquidation rights of the holders of the Class B Common Stock are subject to and qualified by the rights, powers and privileges of the holders of the Class A Common Stock set forth in this Certificate.

2. **Voting.** The holders of the Class B Common Stock are entitled to ten (10) votes for each share of Class B Common Stock held at all meetings of stockholders (and written actions in lieu of meetings). Unless required by law, there shall be no cumulative voting. The number of

authorized shares of Class B Common Stock may be increased or decreased (but not below the number of shares thereof then outstanding) by (in addition to any vote of the holders of the Class A Common Stock as required by the terms of this Certificate) the affirmative vote of the holders of shares of capital stock of PomTech representing a majority of the votes represented by all outstanding shares of capital stock of PomTech entitled to vote, irrespective of the provisions of Section 242(b)(2) of the General Corporation Law.

## BYLAWS OF POMTECH INCORPORATED

### 1. Stockholders

**1.1. Annual meetings.** Annual meetings of the stockholders of PomTech Incorporated, a Delaware C-Corporation ("PomTech"), as provided in the General Corporation Law of Delaware Section 221 ("GCL" §221) are to be held for electing Directors, and for any other proper business of PomTech, at a place and time to be designated by its Board of Directors (the "Board"). The first annual meeting is to be within 13 months of incorporation, with each subsequent meeting within 13 months of the one before.

**1.2. Special meetings.** A special meeting of PomTech's stockholders may be called at any time by: (a) a majority of authorized members of the Board ("Directors") with the number required for a majority not diminished by any Board vacancies), (b) the Board's Chairperson, if any, (c) PomTech's Chief Executive Officer (or if no CEO, its President), or (d) stockholders entitled in aggregate to cast at least 10% of the votes at that meeting. To be effective, special meeting requests must be made in writing, specifying the time, place, and nature of business to be transacted, with notice to PomTech's Board Chairperson, CEO, President, or Secretary, who in turn are to provide notice to all stockholders entitled to attend. Only business for the purpose stated in the notice may be transacted at a special meeting.

**1.3. Notice.** Per GCL §222, written notice of each stockholder meeting is to be given by PomTech to stockholders not less than 10 days nor more than 60 days prior to any meeting date to all stockholders entitled to vote, stating the time and place of the meeting, any provisions for remote participation, and in the case of special meetings the purpose of the meeting.

**1.4. Quorum.** Per GCL §216, votes may only take place at a stockholder meeting attended by a quorum. At any stockholder meeting, a quorum is met by the presence in person or by proxy of stockholders holding a majority of all shares of stock entitled to vote at the meeting. Where a separate vote by one or more classes of stock is required for a particular matter, a majority of the outstanding shares of those classes entitled to vote is considered a quorum with respect to that matter. If there is no quorum, the meeting chair or the holders by majority vote of shares that are present (in person or by proxy) may adjourn the meeting to another place or time. If a notice is sent to all stockholders entitled to vote at the adjourned meeting stating that all present will constitute a quorum, then no minimum quorum will be required for the adjourned meeting, and all matters may be determined by majority vote cast there.

**1.5. Conduct of business.** A person designated by the Board or, in their absence, PomTech's CEO (or in their absence, a person chosen at the meeting) are to chair the meeting. The Secretary of PomTech, or a person designated by them or the Board or else chosen at the meeting, are to be secretary of the meeting. The meeting chair is to call the meeting to order, determine the order of business and procedure of meeting, and regulate the manner of voting and conduct of discussion. The meeting secretary is to record the general nature of discussion, record votes, and prepare and certify meeting minutes.

**1.6. Remote participation.** As permitted by GCL §211(a)(2), unless otherwise determined by the Board, stockholders may participate in stockholder meetings by teleconference, video conference, online conference, or other means by which all participants may read or hear the proceedings in real time, participate in those proceedings, and vote (which votes are to be recorded by PomTech).

**1.7. Adjourned meeting.** Any stockholder meeting may be adjourned to reconvene at the same or another place, with no further notice required of any matter announced at the meeting at which adjournment is taken, except that if the date of the adjourned meeting is more than 30 days after the meeting originally noticed, or if a new record date is fixed for the adjourned meeting, the time and place of the adjourned meeting must be noticed. Any business that might have been transacted at the original meeting may be transacted at the adjourned meeting.

## **1.8. Voting**

**1.8.1.** Per GCL §216, stockholders may vote in person or by proxy. Each has one vote per each share of stock entitled to vote on the matter in question and registered in that person's name as of the record date for the meeting, except as may be provided in these Bylaws or otherwise required by law (for example, by GCL §217, pertaining to fiduciaries, pledgors, and joint stock owners, and GCL §218, pertaining to voting trusts and other voting agreements).

**1.8.2.** Except as may be required by law, these Bylaws, or PomTech's Certificate of Incorporation (the "**Certificate**"), elections of Directors are to be by plurality of eligible votes cast, and all other matters are to be determined by majority of eligible votes.

**1.8.3.** Votes may be by voice or written ballot, except that on demand of any stockholder eligible to vote on a matter, votes are to be by ballot, stating the name of the stockholder or proxy and any other information that may be required according to the voting procedure, and counted by an inspector appointed by the meeting chair. The Board, or the chair, may establish policies to authenticate, count, and record votes made remotely, electronically, or online, including gathering information from which it can be determined that the vote in question was authorized by the stockholder or proxy holder.

## **1.9. Written Action**

**1.9.1.** Per GCL §228, all stockholder actions may be made by signed, written consent in lieu of holding a meeting, without prior notice and without a vote, if done by the holders of outstanding stock having at least the minimum votes that would have been necessary at a meeting at which all shares entitled to vote were present and voted.

**1.9.2.** Electronically transmitted and online consents to an action, made by a stockholder or proxy holder, are deemed written if they have an electronic signature that is either dated or for which the signature date or the transmission date can be derived. The Board is to establish a procedure for determining that consents are made by the applicable stockholders, proxy holders, or persons authorized to act on their behalf, for accepting electronically transmitted and online consents, and for recording and making each consent part of its books and records.

**1.9.3.** Per GCL §211(b), actions by written consent for the election of Directors must be unanimous, except if all of the directorships to which Directors could be elected at an annual meeting held at the effective time of such action are vacant and are filled by such action.

**1.9.4.** Per GCL §228(e), if an action is taken by less than unanimous written consent, prompt notice is to be given to stockholders who have not consented in writing and who would have been entitled to notice of a meeting, the record date of which was the date sufficient written consents to approve the action were received by PomTech. If the action is one for which a certificate would be required under GCL if approved by stockholders at a meeting, then unless GCL requires otherwise a certificate is to be filed which states that written consent was given in accordance with GCL §228.

**1.10. Proxies.** Per GCL §212, each stockholder entitled to vote at a meeting or by written consent may authorize another party to act for them by proxy, via a written instrument or a transmission permitted by law filed according to procedures established for the meeting or consent in question. No proxy authorization may be voted or acted on after three years from its date unless it provides for a longer period. To be irrevocable a proxy must be coupled with an interest that is sufficient by law, per GCL §212(e).

**1.11. Stock list.** Per GCL §219, a complete list of stockholders entitled to vote at any meeting, including the address of each and the number of shares registered in their name, is to be made available for the examination of any stockholder on demand, at least 10 days prior to the meeting, for any purpose germane to the meeting. The list is also to be made available for the duration of the meeting, and presumptively determines the identity of those stockholders entitled to vote and their number of votes.

## 2. Directors

Pursuant to GCL §141, the Board operates as follows.

**2.1. Powers of the Board.** The Board manages the business and affairs of PomTech, directly or by delegating authority to committees and Officers as provided by these Bylaws. Except as otherwise provided in the Certificate or GCL, the Board has the power to do anything that may be done by PomTech, including among other things:

- Declaring dividends;
- Buying property, rights, or privileges, on terms it determines;
- Authorizing the creation, issuance, and sale, of negotiable or non-negotiable, secured or unsecured written obligations, and doing all things necessary for issuing them;
- Appointing and removing PomTech's Officers with or without cause, and assigning duties among its Officers;
- Conferring on any Officer the power to appoint, remove, and suspend subordinate Officers, employees, and agents;
- Adopting employment, contractor, stock purchase, stock option, bonus, profit sharing, and other compensation plans and agreements, and adopting insurance, retirement, and other benefit plans, for Officers, Directors, employees, and agents of PomTech and its subsidiaries, in some cases subject to the approval of stockholders;
- Issuing and selling shares of stock of PomTech, as well as debt and equity convertible into stock, subject to any limits established by the Certificate;
- Conferring on any Officer the power to issue and sell shares of stock, or to grant stock options, to employees, contractors, advisors, strategic partners, and others, and to set vesting conditions and other provisions and agreement terms with respect thereto;
- Adopting policies and regulations for managing PomTech's business and affairs; and
- All other powers described or implied by GCL §122 and GCL §123.

**2.2. Number.** The Board initially has 1 Director. Thereafter, the Board may fix the number of Directors from time to time at a number greater than 1 by an action adopted by a majority of authorized Directors (with the number required for a majority not to be diminished by any Board vacancies), as may be limited by the Certificate.

**2.3. Term.** Each Director is to hold office until their successor is elected and qualified, or until their death, resignation, retirement, disqualification, or removal. Directors may resign at any time by written notice, effective when delivered unless the resignation specifies date that is in the future or conditioned on the happening of an event.

**2.4. Elections.** Except as provided in [Section 2.7](#) of these Bylaws, Directors are to be elected at annual meetings of the stockholders.

**2.5. Qualification.** The Certificate or these Bylaws may prescribe qualifications for Directors. Unless otherwise specified they need not be stockholders of PomTech.

**2.6. Removal.** Any Director, or the entire Board, may be removed at any time, with or without cause, by affirmative vote of the holders of a majority of the voting power of then-outstanding stock entitled to vote in the election of Directors, voting together as a single class, except as may be limited in the Certificate or any agreement among the stockholders. Vacancies resulting from a removal under this section may be filled either by the Board under the provisions of Section 2.7, or else by a vote of those stockholders entitled to vote for the office of the Director so removed, at a special meeting duly called for the purpose.

**2.7. Vacancies.** Vacancies due to an increase in the number of authorized Directors, or for any cause other than removal by vote of stockholders, may be filled only by majority vote of Directors then in office, even if less than a quorum. In the event the vacancy applies to a Director who is to be elected by holders of a particular class or series of stock according to the Certificate, the vote to fill that vacancy is restricted to those Directors, if any, who were similarly elected. Directors elected to fill a vacancy are to serve a term lasting until the next annual stockholders meeting. Decreases in the number of authorized Directors do not serve to shorten the term of or otherwise remove any Director then in office. If at any time there are no Directors in office, or there is a provision in the Certificate to elect one or more Directors by vote of a particular class or series of stock, but no Directors in office who satisfy that provision, then any stockholder entitled to vote for a Director to fill that position may call a special meeting of stockholders, in accordance with these Bylaws and the Certificate, or else may apply to the Delaware Court of Chancery for a decree summarily ordering an election per the provisions of GCL §211. If at the time of filling any vacancy the number of Directors then in office is less than a majority of the number of Directors authorized (as determined immediately prior to any increase in the number of authorized Directors), any stockholders holding in aggregate at least 10% of the voting stock of PomTech entitled to vote for such Directors may also petition the Delaware Court of Chancery to summarily order an election to fill any such vacancies, or to replace the Directors chosen by the Directors then in office.

**2.8. Compensation.** Initially there is no compensation for Directors. Unless otherwise restricted by the Certificate, the Board may fix the compensation of Directors, or determine that there is no compensation.

**2.9. Regular meetings.** Regular meetings of the Board are to be held at places and times established by the Board and publicized among all Directors. Notices of meetings are not required.

**2.10. Special meetings.** Special meetings of the Board may be called by a majority of Directors then in office, by the Chairperson of the Board, or by the CEO, at a place and time fixed by the party calling the meeting. Notice of special meetings is to be given in writing 24 hours before the meeting, unless waived by the recipient. Any and all business of the Board may be transacted at a special meeting unless the notice of meeting indicates otherwise.

**2.11. Quorum.** A quorum of the Board shall mean a majority of Directors then in office, not counting any vacancies, provided that per GCL §141(b) in no case shall fewer than 1/3 of the total number of Directors constitute a quorum. Votes of the Board are approved if made by a majority of Directors present at any meeting at which a quorum is present, except as otherwise specifically provided by the GCL, these Bylaws, and the Certificate. If a quorum is initially met, voting may continue despite the withdrawal of Directors, so long as approvals are made by at least a majority of the required quorum for that meeting. If there is no quorum, a majority of those present may adjourn the meeting to another place or time without further notice requirement.

**2.12. Remote participation.** Unless otherwise restricted by these Bylaws or the Certificate, participants in meeting of the Board or any committee designated by the Board may attend by teleconference, video conference, online conference, or other means by which all participants may read or hear the proceedings in real time, participate in those proceedings, and vote.

**2.13. Conduct of business.** Board meetings are to be presided over by the Chairperson of the Board, or in their absence the Vice Chairperson if any, or by a person designated by the Board or chosen at the meeting.

**2.14. Action by written consent.** Unless otherwise restricted by the Certificate or these Bylaws, any action required or permitted to be taken at a meeting of the Board or its committees, including among other things any votes, resolutions, acknowledgements, and consents, may be taken without a meeting if all Directors or committee members entitled to vote on the action consent in writing to the action.

**2.15. Minutes.** The Secretary of PomTech, or a person designated by them or the Board or else chosen at the meeting, are to be secretary of the meeting, responsible for recording meeting notes (including all votes), and either certifying those minutes or circulating them for written approval. The Secretary is to enter those certified or approved minutes, along with any written actions, in the books and minutes of PomTech.

**2.16. Committees.** Pursuant to GCL §141(c)(2), the Board may by majority vote designate one or more Board committees, each consisting of one or more of PomTech's Directors. Committees, to the extent permitted by these Bylaws and designated by the Board, may exercise all powers and authority of the Board in managing the business and affairs of PomTech, except that no committee has the power or authority to: (a) approve or adopt, or recommend to the stockholders, any action (other than electing and removing Directors) that is expressly required by the GCL to be approved by stockholders, or to: (b) amend these Bylaws. The Board may also designate alternate members to replace any absent or disqualified committee members. The members of a committee who are present and not disqualified from voting may appoint a replacement member for any who are absent or disqualified. Each committee may determine procedural rules for meeting and conducting business, and is to act according to its own rules except as provided by these Bylaws and GCL. A single committee member is a quorum for committees of one or two members, and 1/3 of all committee members entitled to vote on a given matter are a quorum for committees made of 3 or more members. Committees are to keep regular minutes, and to report their minutes to the Board as required. Committees may create subcommittees, each consisting of one or more members of the committee, and delegate some or all of its powers to the subcommittee.

### 3. Officers

Pursuant to GCL §142, the Board delegates the management of PomTech to its Officers, as follows.

**3.1. Initial Officers.** The Officers of PomTech are to include the following, listed below. Powers and duties are stated here in general terms, intended to include those normally vested in the offices described. Each Officer will have such other powers and duties that may be established by the Board or these Bylaws, and is subject to control and supervision by the Board, which may delegate the powers or duties of any Officer to any other officers or agents.

- A **President**, who is the general manager and chief executive of PomTech and who has general supervision, direction, and control of the business and officers of PomTech. The President is to preside at all meetings of the stockholders, and is an ex officio member (meaning, a member by virtue of their status as President) of all standing committees of the Board, including any executive committee. Unless separately designated or appointed by the Board, the position of "**Chief Executive Officer**" (or "**CEO**") is coextensive with that of President.
- A **Chief Financial Officer** (or "**CFO**"), who is to keep and maintain the accounting books and records of PomTech, who is to manage and be signatory to PomTech's bank accounts, disburse all funds that may be ordered by the Board, and to make plans for and report on PomTech's finances. Unless separately designated or appointed by the Board or the CEO, the position of "**Treasurer**" is coextensive with that of Chief Financial Officer.
- A **Secretary** to keep the books and records of PomTech (other than financial and accounting records), including minutes of the proceedings of the Board and its committees, proceedings of stockholder meetings, records of votes, actions by written consent, and notices, as well as records of ownership of the stock, options, and other securities issued by PomTech. The Secretary is to record and certify these matters to others as directed by the Board.
- Optionally, a **Chairperson** (Alternately, "Chairman" or "Chair") of the Board, and as a further option, a Vice Chairperson, to preside over meetings of the Board. Such designations are attributes of Directorship, and not Officer positions.

**3.2. Appointment.** The above positions are to be appointed and vacancies filled by election of the Board. The Board may appoint, or empower the CEO to appoint, additional subordinate officers and agents of PomTech, including one or more Vice Presidents, Assistant Treasurers, Assistant Secretaries, and other officer positions. Any number of officer positions may be held by the same person.

**3.3. Term.** Each Officer is to hold office from the effective date of their appointment until their successor is elected and qualified, or until their earlier resignation or removal (including removal by elimination of their position). The Board may remove any Officer at any time, with or without cause. Resignations of officers may be given in writing, and are effective when delivered unless the resignation otherwise specifies a date that is in the future or determined upon the happening of an event. Resignations need not be accepted to be effective. The CEO, and any Officer who appointed another Officer, may remove that other Officer at any time with or without cause, except that they may not without Board approval remove Officers appointed by the Board.

**3.4. Securities of other companies.** Unless the Board otherwise directs, PomTech's CEO or any Officer authorized by the CEO has the power to vote and otherwise act on behalf of PomTech, in person and by proxy, in exercising voting and other stockholder rights with respect to any securities PomTech may hold in other companies.

#### **4. Indemnification**

Pursuant to and subject to GCL §145, PomTech extends the following indemnification protections.

**4.1. Proceedings.** PomTech, by this Bylaw, indemnifies and holds harmless any person (each an "**Indemnified Party**") threatened or made party to an action, suit, or proceeding, whether civil, criminal, private, administrative, or investigative, and whether threatened, pending, or completed (a "**Proceeding**") including those by or in the right of PomTech, by reason that such person (or a person of whom that person is or was a legal representative) is or was serving in the official capacity of a Director, Officer, or incorporator of PomTech, or is or was serving at the request of PomTech as a Director, Officer, employee or agent of another corporation, partnership, joint venture, trust, or other enterprise, including service with respect to employee benefit plans, whether the basis of the Proceeding is such person's alleged actions in such service, or in any other capacity while so serving.

**4.2. Extent of indemnification.** Such indemnification shall be to the fullest extent permitted by GCL against all expenses (including attorney fees), judgments, fines, excise taxes, citations, penalties, amounts paid or to be paid in settlement, and amounts expended seeking indemnification granted to the Indemnified Party under applicable law, these Bylaws, or any agreement with PomTech, actually and reasonably incurred by that person in connection with a Proceeding, to the extent the person's conduct relative to the events that are the subject of the Proceeding was in good faith and reasonably believed by the person to be not against the best interests of PomTech, and with respect to any Proceeding that is criminal in nature, was reasonably not believed by that person to be unlawful. The termination of any Proceeding by judgment, order, settlement, fine, citation, penalty, excise tax assessment, conviction, or upon a plea of nolo contendere or its equivalent, does not by itself create a presumption against any of the three foregoing conditions (good faith, believed not opposed to PomTech's interests, not believed to be unlawful). This indemnity provision does not apply to breaches of fiduciary duty arising from a stockholder's sale or attempted sale of stock to an entity hostile to PomTech.

**4.3. Limitation.** Subject to the GCL, PomTech is not obliged to indemnify any person under this section in connection with any Proceeding (or part of a Proceeding): (a) for which payment has actually been made to or on behalf of the Indemnified Party under any statute, insurance policy, or alternate indemnity provision, except as to any excess beyond the amount paid; (b) for an accounting or disgorgement of profits under Section 16(b) of the Securities Exchange Act of 1934 or similar provision of law (the "1934 Act"), if the Indemnified Party is held liable (including by settlement); (c) for any reimbursement or claw-back of a bonus or other incentive-based or equity-based compensation paid the Indemnified Party, or from profits realized by the Indemnified Party from the sale of PomTech securities as required by the 1934 Act, including those arising from accounting restatements of PomTech or profits arising from an improper sale of securities pursuant to Sections 304 and 306 of the Sarbanes-Oxley Act of 2002, if the Indemnified Party is held liable (including by settlement); (d) initiated by the Indemnified Party, including Proceedings against PomTech, its Directors, Officers, employees, agents, or other indemnified parties, unless (i) the Board authorized the Proceeding or relevant part of the Proceeding prior to initiation, (ii) PomTech provides the indemnification at its sole discretion pursuant to its powers under applicable law, or (iii) otherwise required under [Section 4.4](#) or applicable law.

**4.4. Right to bring suit.** If a claim under [Section 4.1](#) is not paid within 90 days after made in writing to PomTech, the claimant may bring suit against PomTech to recover any unpaid amount of the claim, and if not frivolous or brought in bad faith, the cost of prosecuting and recovering the claim. It is a defense to any such claim that the claimant has not met the standards of conduct making it permissible under GCL for PomTech to indemnify the claimant, with the burden of proof for such defense falling on PomTech.

**4.5. Expenses advanced.** PomTech is to advance expenses incurred by parties indemnified under [Section 4.1](#) in advance of the final disposition of a Proceeding, if made by reasonable written request by an Indemnified Party together with a pledge that the person will repay such amounts if it is ultimately entitled that they are not entitled to indemnification, subject to terms and conditions that PomTech deems appropriate.

**4.6. Indemnification of others.** PomTech has the power to indemnify its employees and agents to the extent not prohibited by GCL or other applicable law, by approval of the Board or by delegation to any Officers of the power of approving determination of whether employees or agent should be indemnified.

**4.7. Exclusion.** The Board may at its discretion limit or exclude indemnification of Officers other than President, CEO, Secretary, Chief Financial Officer, and Treasurer made pursuant to [Section 4](#), and any Officer may so limit or exclude indemnification with respect to subordinate Officers appointed by them, provided such limitation or exclusion is made in writing, agreed to by the person whose indemnification is so limited or excluded.

**4.8. Non-Exclusivity of Rights.** The indemnification and advancement of expenses provided by, or granted pursuant to, [Section 4](#) is not exclusive of any other rights held by indemnified parties under the Certificate or any statute, bylaw, agreement, or vote of eligible stockholders or disinterested Directors. PomTech is expressly authorized to enter into contracts with any or all of its Officers, Directors, employees, or agents, with respect to indemnification and advancement of expenses to the fullest extent not prohibited by law.

**4.9. Insurance.** PomTech is entitled to but not required (unless by agreement with an Indemnified Party or by law) to purchase or maintain insurance on behalf of any Indemnified Party against any liability asserted against that person and incurred by such person in any capacity, or arising out of that person's position with PomTech, whether or not PomTech would have the power to indemnify such person against such liability under GCL.

**4.10. Survival.** The rights to indemnification and advances of expenses under [Section 4](#) continue after an Indemnified Person is no longer serving in the capacity for which they were indemnified, and inures to the benefit of their heirs, executors, and administrators. Any amendment, alteration or repeal of this [Section 4](#) does not adversely affect any right or protection of any person in respect of any act, omission, or other circumstance arising prior to such change. In the event a constituent corporation or other business entity (including constituents of constituents) is absorbed into PomTech by consolidation or merger, PomTech will treat as an Indemnified Party any person who that constituent entity would have had the power and authority to indemnify had that entity continued its separate existence, with respect to those Proceedings involving or relating to that entity.

## 5. Stock

**5.1. Uncertificated stock.** All stock of PomTech is to be "uncertificated" within the meaning of GCL §158. All stockholders waive any right they have, until further notice, to receive paper share certificates, unless specifically agreed to the contrary between PomTech and a particular stockholder.

**5.2. Records.** Stock ownership is recorded in PomTech's electronic books and records, which may be kept online if directed by the Board, with issuance and transfers of stock made electronically.

**5.2.1.** PomTech is entitled to recognize the exclusive rights of ownership of persons registered on its books as owners of shares, including among other things the right to vote and to receive notices and dividends.

**5.2.2.** The Board may establish other rules and procedures to govern the issue, transfer, conversion, and registration of stock.

**5.2.3.** The Board may fix a record date pursuant to GCL §213 and following sections for determining the list of stockholders and their respective status with respect to any notice or vote among its stockholders. The record date: (a) in the case of any meeting or adjournment of a meeting of stockholders, unless otherwise required by law, is to be no more than 60 nor less than 10 days before the date of the meeting; (b) in the case of written consent for a corporate action in lieu of a meeting, is to be no more than 10 days after the date the resolution fixing the record date is adopted by the Board; and (c) in the case of any other action, is to be no more than 60 days prior to that action.

**5.2.4.** If no record date is otherwise fixed (a) in the case of notices or votes among stockholders the record date is the close of business on the business day immediately preceding: (i) the day on which notice is given, or if notice is waived, (ii) the day on which the meeting is held; in the case of an action by written consent in lieu of a meeting when no prior Board action is required by law, the record date is the date on which a signed written consent is first received by PomTech; and (c) for all other purposes requiring a determination of the stockholders, the close of the business day the Board adopts the resolution requiring that determination.

**5.2.5.** Record dates with respect to votes and meetings of stockholders apply to any adjournment of the meeting or vote, provided that the Board may fix a new record date for the adjourned meeting or vote.

**5.3. Partly paid shares.** PomTech may issue any of its shares as partly paid and subject to call for the remainder of the consideration to be paid, per GCL §156. The total consideration outstanding and amount paid are to be recorded in PomTech's books and records. Upon the declaration of any dividend on fully paid shares, dividends on partly paid shares are proportionate to the basis of the percentage of the consideration actually paid.

**5.4. Statements regarding stock.** Upon written request made by or on behalf of the holder of record of any of PomTech's stock, PomTech will issue a statement certified by an Officer indicating the number of shares, their class or series, how and when issued and acquired, and applicable rights, limitations, preferences, qualifications, registration, and consideration paid and due, including any information required to be disclosed by GCL §156, GCL §202(a), or GCL §218(a), pertaining to that stockholder's shares. Statements of this nature are for information disclosure purposes only, and do not constitute share certificates under the meaning of the GCL.

**5.5. Dividends.** The Board, subject to the Certificate and applicable law, may declare and pay dividends on PomTech's stock, payable in cash, property, or additional shares of stock. The Board may set aside funds that would otherwise be available for dividends as a reserve or fund for any proper purpose, and may abolish that reserve.

**5.6. Stock agreements.** PomTech has the power to enter into and perform agreements with any stockholders, or in respect of any classes or series of stock, in connection with their issuance or otherwise, and to restrict the transfer of those shares in any manner not prohibited by GCL, provided that (a) provisions in any agreement with stockholders permitting PomTech to impose new transfer restrictions by modifying the Certificate, these Bylaws, or any stockholder agreement shall require consent within the meaning of GCL §202(a) and (b). PomTech shall provide notice of such restrictions to all affected stockholders.

## **6. Notices and waivers**

**6.1. Manner of giving notice and waiver.** Except as otherwise specifically provided in these Bylaws or required by law, all notices required to be given to any stockholder, Director, Officer, employee or agent are to be in writing and may in every instance be effectively delivered when delivered personally or by express courier, upon confirmation of electronic delivery (including by email), immediately when delivered to the recipient's account on an online document service adopted by PomTech and assented to by the recipient, or 5 business days after being deposited in the U.S. mail as certified or registered mail with postage prepaid, in each case addressed to the party to be notified at such party's address in the books and records of PomTech, as subsequently modified by written notice, or if no address is specified, at the most recent address set forth in PomTech's books and records. In the case delivery is rejected or returned despite being directed to an address indicated as valid by the intended recipient, notice is deemed given on the earlier of: (a) the date of rejection, or (b) five business days if made by mail, and (c) the date of first scheduled or attempted delivery if made by courier.

**6.2. Waiver.** Written waivers of notice by the person in question are deemed equivalent to the notice required to be given to a stockholder, Director, Officer, employee, or agent, whether waiver is made before or after the time of the event for which notice is given. Neither the business conducted nor purpose required need be specified in a waiver. Attendance at a meeting or participation in a vote constitutes a waiver of notice, unless in the case of a meeting a person attends a meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of business at that meeting based on lack of notice. Further, consent to a written action in lieu of meeting constitutes waiver of notice with respect to that action.

**6.3. Stockholders sharing an address.** Notice to multiple stockholders who share a physical or electronic address, or who share a single online account, is deemed effective if made to that address or account, barring any agreement or provision of GCL to the contrary.

**6.4. Unlawful communications.** In the event notice is otherwise required to any person with whom communication or contact is unlawful, the giving of that notice is not required, any action may be taken as if notice had been given, and there is no duty to apply to any governmental authority or agency seeking permission to contact that person.

**6.5. Certificates.** In the event an action taken by PomTech requires the filing of a certificate under GCL, the certificate is to state if applicable that notice was given to all persons entitled to receive notice, excepting any persons with whom waiver was granted, notice was rejected, or communication was unlawful, as the case may be.

**6.6. Further requirements.** Notices by electronic transmission, waiver of notice, and delivery in the case of rejected notice, are further subject to, and may be limited by application of, the provisions of GCL §164, GCL §213, GCL §222, GCL §229, GCL §230, GCL §232, GCL §233, GCL §296, GCL §311, GCL §312, and GCL §324, among other provisions of GCL.

## **7. Other Matters**

**7.1. Fiscal year.** The fiscal year of PomTech is fixed by and may be changed by the Board.

**7.2. Electronic records.** At the election of the Board, PomTech may maintain its corporate books and records electronically or online. If so, it shall consist of a set of online or electronic records, to include copies of: (i) the Certificate and Bylaws, including any amendments and restatements, (ii) record of all meetings of the Board and of the stockholders, including any notices, proceedings, and minutes of the meeting, the number of shares or directors represented at the meeting, and in the case of special meetings a statement of how the meeting was authorized, and (iii) any and all other votes, consents, elections, or actions of its Board and stockholders. Except as may be required otherwise by law, these Bylaws, the Certificate, or the Board of Directors, all other books and records, certificates, registrations, recordings, actions, resolutions, minutes, votes, ballots, signatures, consents, and notices, described in these Bylaws may also be made, delivered, executed, and stored in electronic format and online.

**7.3. Reliance upon books, reports, and records.** Each Director and Officer, in the performance of their duties, is to be fully protected in relying in good faith on the books of account or other records of PomTech, including reports made to PomTech by any of its Officers, by an independent certified accountant, attorney, or by an appraiser.

**7.4. Corporate seal.** PomTech is not required to adopt a corporate seal. The seal, if adopted, is for ceremonial purposes only.

**7.5. Annual report.** PomTech is to prepare and send to its stockholders an annual report if and as required by law. So long as there are fewer than 100 stockholders, the requirement to send an annual report is expressly waived.

**7.6. Time periods.** Any time period described as one event or condition occurring a certain number of days before or after another are to be determined on the basis of calendar days, with the day of the first event not included and the day of the second event included.

**7.7. Amendments.** The Board is expressly empowered to adopt, amend or repeal Bylaws of PomTech, subject to the right of the stockholders to adopt, amend, alter or repeal the Bylaws. Any adoption, amendment or repeal of Bylaws by the Board requires the approval of a majority of the total number of authorized directors (with the number required for a majority not to be diminished by any Board vacancies). The stockholders also have power to adopt, amend or repeal the Bylaws of PomTech. Bylaws adopted by stockholders specifying votes necessary for electing Directors may not be further amended by the Board.

Darin Oliver



---

CEO, PomTech Incorporated  
4244 W Belmont Ave, Chicago, IL 60641  
April 23, 2023

# BUSINESS PLAN

## CAPZONA

DATE PREPARED

03/01/2024

### CONTACT

Darin Oliver  
darin@pomtech.io  
+44 7474 944400

4244 W Belmont Ave  
Chicago, Illinois 60641

[www.capzona.com](http://www.capzona.com)

TABLE OF CONTENTS

HISTORICAL DEVELOPMENT AND UNIQUE OFFERINGS  
3

COMPANY MANAGEMENT STRUCTURE 10

BUSINESS FORECAST 11

GROWTH STRATEGY AND MARKET SHARE PLANS 12

ESSENTIAL PARTNERSHIPS AND OPERATIONAL CONTINUITY 13

RISK MANAGEMENT PLAN 14

LEGAL AND GOVERNANCE FRAMEWORK 16

TARGET KPIs AND BUSINESS OBJECTIVES 18

## HISTORICAL DEVELOPMENT AND UNIQUE OFFERINGS

### 1. HISTORY AND FORMATION

#### - Origins of CAPZONA:

CAPZONA, a brand formally established and registered in Curacao in 2023, meticulously fulfilled all requisite criteria to secure its corporate image, encompassing trademarks such as logos, design elements, naming, and branding specifications through the appropriate governmental bodies.

The inception of CAPZONA can be traced back to the visionary leadership of its founders. Darin Oliver, serving as the Co-Founder and CEO, brings a wealth of experience from C-level roles in prestigious banks including Bear Stearns, UBS, and Societe Generale. His entrepreneurial acumen is evident in his track record of founding over six companies, achieving successful exits from two. His esteemed tenure as the Former Deputy Director of the Alderney Gambling Control Commission, specializing in licensing and investigations, provided him with a rich network and invaluable insights into the global online casino and sportsbook industries.

Joining him in this venture is Jacob Gross, the Co-Founder and CTO, whose academic prowess was honed at Oxford, culminating in a Ph.D. in Mathematics, supported by the Simons Foundation Fellowship. His expertise extends into the realm of finance, having contributed as a Quantitative Researcher at Radix Trading, where he engineered multiple high-frequency trading systems, including those for crypto assets.

The conceptualization of CAPZONA was rooted in Darin's extensive engagement with operators of online casinos under various licenses, including those from LATAM and Curacao. His prominence in the gambling regulatory sphere naturally led to interactions with numerous global entities in the casino and sportsbook sectors. It was in 2022, upon meeting Jacob Gross, that the foundation of CAPZONA was laid. Through extensive dialogue, they resolved to launch their online casino. They recognized that the fusion of Darin's global betting and casino industry insights with Jacob's technical prowess and deep understanding of cryptocurrencies would be the cornerstone of a revolutionary and distinguished digital sportsbook and casino platform.

Thus, CAPZONA was born out of a confluence of expertise and vision, aimed at redefining the online gambling landscape by leveraging the founders' unique strengths and industry foresight.

#### - Corporate evolution:

**Foundation and Early Growth:**

CAPZONA was strategically established in 2023, under the vision of its co-founders Darin Oliver and Jacob Gross, with the goal of securing a Curacao Gaming Service Provider license. This early initiative was pivotal, allowing CAPZONA to operate its domains, [www.capzona.com](http://www.capzona.com) and [www.capzona.mx](http://www.capzona.mx), setting a solid foundation in the competitive online gambling market. The partnership with Gaming Interaction Group (GIG) for Platform Account Management (PAM) signified CAPZONA's first significant step towards operational excellence, focusing on integrating a diverse range of casino games and establishing a competitive sportsbook.

**Strategic Pivots and Expansion:**

As CAPZONA evolved, the leadership recognized the necessity for strategic expansion. This led to the enrichment of the company with skilled professionals across Marketing, Operations, Legal, and Technical/Technologies, aiming to diversify the platform's capabilities and enhance its market offering. This period also marked CAPZONA's commitment to compliance and security, partnering with METAMAP for KYC standards and SEON to develop an advanced anti-fraud system.

**Milestones and Recognition:**

In its journey, CAPZONA achieved key milestones, including the successful acquisition of the Curacao license and the establishment of strategic partnerships that fortified its operational backbone. While specific awards and recognitions are yet to be detailed, CAPZONA's innovative approach to online gambling and commitment to security and responsible gaming set the stage for future accolades.

**Global Expansion and Future Directions:**

CAPZONA is currently focused on fine-tuning its platform, with a keen eye on integrating payment providers and cryptocurrency services, enhancing the quality of data feeds for its sportsbook. These steps are preparatory for a global expansion, aiming to offer a polished and high-quality product to a worldwide audience. The vision for future directions includes exploring new markets, leveraging technological advancements, and continuously improving the user experience.

**Sustainable Practices and Corporate Responsibility:**

Acknowledging the importance of sustainability and corporate responsibility, CAPZONA is committed to ethical practices, including responsible gaming and the protection of its users against fraud. The partnership with SEON underscores this commitment, ensuring a safe and secure

environment for its clientele. As CAPZONA grows, it aims to further integrate sustainable practices across its operations and contribute positively to the communities it serves.

## **2. PRODUCTS AND SERVICES**

### **- Current offering:**

CAPZONA is at the forefront of the online betting and gaming industry, offering a diversified portfolio of services that cater to a wide range of preferences. Here's a closer look at our current offerings:

#### **1. Sports Betting:**

At CAPZONA, we offer a dynamic sports betting platform designed to cater to enthusiasts of various sports. Our platform features:

- **Competitive Hold Rates:** We maintain a competitive edge with a 5% to 8% hold on sports bets. This rate varies with the tightness of the sports lines, ensuring both fairness to our users and viability for our operations.
- **Enhanced Parlay Options:** For those seeking higher stakes, our parlay bets often carry a hold exceeding 10%, providing an exciting opportunity for higher rewards.

#### **2. Casino Gaming:**

Our casino platform offers an array of games, from classic favorites to innovative new options. Key features include:

- **Varied House Hold:** CAPZONA keeps a hold of between 3% and 8% on casino bets, with the percentage varying by game and market. This strategy ensures a balanced gaming experience for our users.
- **Local and Jackpot Games:** We proudly offer games that resonate with our Mexican audience, including local favorites with holds over 10% and enticing jackpots, making every game a thrilling experience.

#### **3. Crypto Trading**

Embracing the digital age, CAPZONA integrates cryptocurrency trading into our ecosystem, offering:

- **Diverse Revenue Channels:** Our platform generates revenue through a variety of crypto trading activities, including CFD futures, proprietary trading, and OTC services, catering to the avid crypto trader.
- **Seamless Integration:** The integration of crypto trading with traditional betting and gaming services provides a holistic experience for users interested in both sectors.

#### **4. CAPZONA Token Sales and Trading**

A unique aspect of our offerings is the Capzona token, a native cryptocurrency that enriches our ecosystem:

- **Innovative Revenue Stream:** The sale and trading of Capzona tokens not only diversify our revenue but also enhance user engagement with our platform.
- **Exclusive Benefits:** Token holders can access special promotions, enhanced betting odds, and exclusive gaming experiences, adding value to their participation in our platform.

#### **5. Enhancing User Experience**

CAPZONA is committed to delivering an exceptional user experience, highlighted by:

- **Mobile Optimization:** Our services are fully accessible on mobile devices, ensuring users can enjoy our offerings anytime, anywhere.
- **Advanced Security Measures:** We prioritize the safety and security of our users with state-of-the-art encryption and security protocols, alongside responsive customer support.

#### **- Differentiation**

We distinguish ourselves in the dynamic online gambling industry by uniquely integrating cryptocurrency's flexibility and security with traditional gambling entertainment, addressing specific customer needs across diverse segments. Here's how we stand apart:

#### **1. Cryptocurrency Deposits and Withdrawals:**

CAPZONA revolutionizes the user experience by enabling transactions via cryptocurrencies, significantly reducing the friction associated with deposit and withdrawal processes. This innovation addresses common issues like transaction delays and chargeback fraud, offering a seamless financial experience to our users, particularly appealing to the Hyperactive Gambler segment seeking instant gratification.

#### **0. Competitive Sportsbook Lines:**

Understanding the needs of the Wannabe Sharp Bettor, CAPZONA offers competitive sports betting lines that balance the desire for competitive pricing with sustainable operational margins. Unlike operators who excessively cut into their margins, CAPZONA strikes an optimal balance, catering to users looking for fair yet appealing betting opportunities.

#### **0. Leveraged Crypto CFDs (not regulated by curacao):**

Positioning ourselves as pioneers, CAPZONA introduces highly-leveraged crypto CFDs, targeting the Get Rich or Die Trying Gambler segment. This offering is designed for users fascinated by the high stakes and high rewards of cryptocurrency trading, reinforcing our commitment to innovation and cutting-edge financial products.

#### **0. Platform Crypto Token (not regulated by curacao):**

With plans to launch the Capzona cryptocurrency token, we are setting the stage for a multifunctional ecosystem that includes rakeback rewards and staking benefits. This initiative not only complies with regulatory standards but also caters to various customer segments, enhancing user engagement through tangible rewards and incentives.

#### **0. Lottery Tickets:**

CAPZONA sets itself apart in the LATAM market by being among the few platforms to offer insured tickets for international lotteries like Powerball and Mega Millions. This approach not only distinguishes us from competitors but directly responds to the LATAM audience's desire for global lottery participation.

#### **0. Modern User-Friendly Interface:**

Our platform prioritizes a professional yet engaging UI/UX design, competing on product aesthetics and usability. This approach ensures an enjoyable and intuitive experience for all users, from the Cocktail Bar Gambler seeking a socially interactive environment to the strategic player

appreciating a sleek, functional interface.

## **0. Bonus and Loyalty Program:**

Our multi-tier bonus and loyalty programs are designed to reward frequent customers and incentivize progression to VIP tiers. This strategy enhances user retention and loyalty by offering tangible benefits for engagement, appealing to all customer segments, from the social to the strategic gambler.

### **Customer-Centric Offerings:**

- The Get Rich or Die Trying Gambler: With high-jackpot slot machines, monster parlays, and leveraged crypto CFD trading, we cater to those seeking the thrill of significant wins.
- The Wannabe Sharp Bettor: Offering educational content, competitive sportsbook lines, and skill-based games, we attract users looking for an edge.
- The Hyperactive Gambler: Fast cryptocurrency transactions and a range of quick-play games address the needs of users seeking instant gratification.
- The Cocktail Bar Gambler: Social features, aesthetic appeal, and VIP services cater to users looking for interaction and status.

## **3. BRANDS**

### **- Brand Identity**

#### **Name and Global Appeal:**

CAPZONA's name is a testament to our global ambition. Chosen for its memorability, ease of spelling, and pronunciation in multiple languages, the name reflects our commitment to accessibility and recognition across diverse cultures. This strategic choice, validated through focus group testing, ensures CAPZONA stands out in the global online gambling marketplace.

#### **Brand Personality:**

We embody innovation, inclusivity, and adaptability. Our brand personality appeals to a broad spectrum of users—from the casual gamer to the serious bettor—by offering a blend of cutting-edge technology and user-friendly experiences. This personality is communicated through every touchpoint with our audience, ensuring a consistent and engaging brand experience.

## **Core Values:**

Our values are the cornerstone of our brand identity. We prioritize:

- User Experience: Ensuring a seamless, engaging, and enjoyable online gambling journey.
- Integrity: Committing to ethical practices, including the pursuit of national licenses to align with local regulations and standards.
- Innovation: Leading the industry in integrating cryptocurrency transactions and developing unique gaming experiences.

## **Visual and Communicative Style:**

CAPZONA's visual identity is designed to be both professional and inviting, mirroring the dynamic nature of our platform. Our aesthetic is crafted to appeal to a wide range of users, from those seeking the excitement of a casino to the strategic depth of sports betting. Our communication style is clear, friendly, and direct, reflecting our brand's approachability and commitment to transparency.

## **- Reputation and Positioning**

### **Market Positioning:**

We are poised to enter the online gambling industry as an innovative force, distinguished by its pioneering integration of cryptocurrency technologies and a commitment to creating outstanding user experiences. Targeting a global audience, CAPZONA aims to be recognized for its accessibility and for providing a secure, reliable, and diverse gaming platform that caters to a broad spectrum of players, from casual enthusiasts to serious bettors. Our strategic market entry is designed to position CAPZONA as a leader in innovation and customer satisfaction from day one.

### **Expected Customer Perception:**

We anticipate that customers will perceive CAPZONA as a groundbreaking brand that redefines online gambling standards. The integration of cryptocurrency transactions is expected to be highly valued for its promise of enhanced security and efficiency, setting CAPZONA apart in a crowded

marketplace. Furthermore, our commitment to continuous innovation in gaming and service offerings is designed to cement CAPZONA's image as a forward-thinking, secure, and user-focused platform. This expected perception is central to our strategy, aiming to establish CAPZONA as the go-to choice for a new era of online gaming.

#### 4. COMPETITIVE ADVANTAGES

##### - Unique Features:

##### 1. Proprietary High-Frequency Trading System:

Our cutting-edge system enables dynamic odds and superior betting opportunities, positioning CAPZONA as a leader in technological innovation within the sports betting industry.

##### 0. Competitive Odds Offerings:

Leveraging advanced analytics, we offer unmatched odds, providing our users with exceptional value and enhancing their betting experience.

##### 0. Customized Bonus Structures:

Tailored rewards and promotional offers set CAPZONA apart, directly benefiting users by rewarding their loyalty and engagement with personalized incentives.

##### 0. Exclusive Partnerships:

Our unique collaborations within the sports industry afford users insider access and betting options unavailable elsewhere, enriching the CAPZONA betting landscape.

##### 0. User Experience Innovations:

Featuring a user-friendly interface with personalized dashboards and social betting options, CAPZONA prioritizes an engaging and communal betting environment.

##### 0. Advanced Risk Management Backend:

This feature ensures a secure betting platform, protecting both CAPZONA and its users by minimizing risks associated with high-stakes gambling.

0. Sustainable and Responsible Betting:

Demonstrating our commitment to the well-being of our users, CAPZONA promotes responsible gambling practices, underscoring our ethical approach to online betting.

0. Branding and Trademark Distinction:

The strong visual identity and trademarked branding of CAPZONA communicate our values of excitement, fairness, and innovation, enhancing our market presence.

0. Marketing and Social Media Engagements:

By actively engaging our user base through targeted social media strategies, CAPZONA fosters a loyal community, supporting long-term growth and brand affinity.

## COMPANY MANAGEMENT STRUCTURE

STRUCTURE  
ORGANIZATION

CAPZONA



## BUSINESS FORECAST

- ***For the detailed business forecast, please refer to the attached Excel file "Business Forecast Capzona -***

Please see the following link:

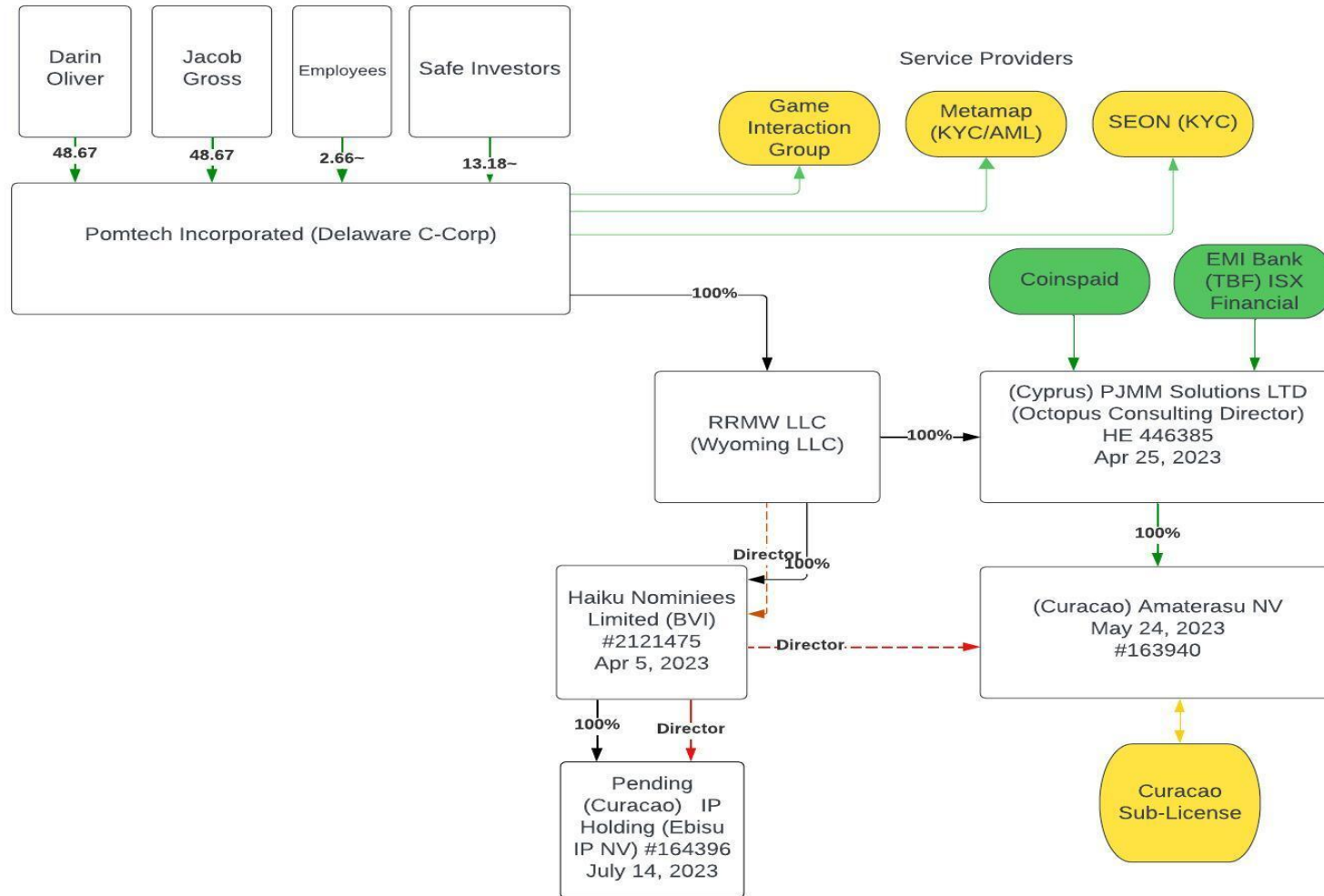
<https://docs.google.com/spreadsheets/d/1YvEuqhvQtTmnSU6uNUwXmxndaAYzBdw7/edit?usp=sharing&ouid=113501884265640803135&rtpof=true&sd=true>

## GROWTH STRATEGY AND MARKET SHARE PLANS

- ***For the detailed business forecast, please refer to the attached Excel file "Business Forecast Capzona -***

Here's a concise overview of CAPZONA's structure and operations, including key partnerships, service providers, owners, and operational aspects:

Previously provided in application



## RISK MANAGEMENT PLAN

## I. Introduction

CAPZONA is committed to identifying, assessing, and mitigating risks to ensure the robustness and resilience of our operations. This Risk Management Plan details the structured approach we employ to manage threats across our online sports betting platform.

## II. Risk-Aware Culture

A. Leadership Commitment: The tone set by our board and senior management emphasizes the importance of risk management in every aspect of our business operations.

B. Employee Training: Regular risk awareness sessions are conducted across all levels of our organization to foster an environment where risk considerations are integral to decision-making.

## III. Stakeholder Engagement

A. Inclusive Approach: We actively engage with stakeholders, including employees, customers, and suppliers, to garner comprehensive insights into potential risks.

B. Feedback Mechanisms: Continuous feedback loops are established to capture and integrate stakeholder input into our risk management practices.

## IV. Risk Management Policy

A. Policy Framework: Our policies clearly define the procedures for managing risk, including roles and responsibilities for monitoring and mitigating risks.

B. Documentation: All policies are documented and accessible, ensuring transparency and accountability.

## V. Communication

A. Internal Communication: We have established channels for reporting risk-related information within the company, ensuring all personnel are informed and prepared.

B. External Communication: Risk communication with external stakeholders is conducted as necessary, maintaining transparency and trust.

## VI. Monitoring and Reporting

A. Risk Register: A comprehensive risk register is maintained and regularly updated, serving as the central repository for all risk-related information.

B. Review Cycles: The effectiveness of risk management strategies is evaluated through scheduled reviews and, when required, ad-hoc assessments.

## VII. Risk Management Process

A. Identification: We employ systematic processes to identify potential risks that could impact our business operations.

B. Analysis: Each risk is assessed for its likelihood and potential impact, forming the basis for our prioritization.

C. Control: Proactive measures are implemented to mitigate identified risks, utilizing state-of-the-art technology and best practices.

D. Financing: A financial strategy, including insurance and reserves, is in place to address the fiscal implications of risks.

E. Claims Management: Procedures are established to manage and resolve claims efficiently and effectively.

## VIII. Implementation Strategies

A. Operational Contingencies: Contingency planning is integral to our approach, ensuring operational continuity.

B. Cybersecurity: Security protocols are continually updated to protect against cyber threats.

C. Regulatory Compliance: Ongoing consultations with legal experts ensure compliance with all regulatory requirements.

D. Supplier Diversification: Relationships with alternative suppliers and payment providers are developed to minimize dependency risks.

## IX. Review and Adaptation

A. Regular Updates: The Risk Management Plan is subject to bi-annual reviews or sooner if significant changes in the operational environment occur.

B. Adaptability: The plan is dynamic, with the flexibility to adapt to new risks and strategic opportunities.



## LEGAL AND GOVERNANCE FRAMEWORKS

Our governance structure is designed to ensure effective oversight and strategic direction for our online sports betting company. Our board of directors comprises two highly qualified members whose combined expertise guides our organization towards sustainable success and industry leadership.

**Board Composition and Oversight:**

The board consists of two directors, both prominent figures with extensive experience in the online gaming industry and corporate strategy. This streamlined board structure allows for agile and decisive leadership. These directors work closely with senior management to inform the day-to-day decision-making process, ensuring alignment with our strategic vision.

**Board Reserved Matters:**

Critical matters that significantly impact our direction and operations are reserved for the board. These include major financial decisions, key policy changes, strategic partnerships, and other high-stakes matters that shape the future of the company.

**Deadlock Avoidance:**

With only two board members, our governance model is designed to avoid deadlocks through a collaborative approach to decision-making. When consensus is not reached, we rely on constructive dialogue and external expert opinion to guide our final decisions.

**Legal Advisory:**

Our corporation is supported by carefully selected legal firms renowned for their competence and experience within the gaming industry. Our legal partners are chosen for their proven track record and understanding of the complex regulatory environments we operate in. This ensures that we receive high-quality legal guidance that is both practical and relevant to our specific business needs.

**Board Meeting Inclusivity:**

Our policy stipulates that, in addition to board members, senior management and select key personnel may be invited to board meetings to provide operational insights. External legal advisors may also be included when their expertise is relevant to the agenda. This inclusivity ensures diverse perspectives are considered in our governance processes.

**ESG Considerations:**

While we currently do not have a formal ESG policy, we recognize the importance of environmental, social, and governance factors in conducting business. We remain committed to exploring and integrating relevant ESG considerations into our operations as we continue to evolve.

**Commitment to Compliance:**

Internally, we conduct thorough audits to ensure compliance with our governance standards. External audits are also performed to maintain transparency and uphold our responsibility to stakeholders. Our dedicated committees, including Compliance and Audit Committees, are proactive in identifying and addressing any governance-related issues that arise.

## METRICS

## KEY PERFORMANCE METRICS

| ACTIVITY                                   | OBJECTIVE                                                                              | DESCRIPTION                                                                          | KEY METRIC TARGETS |
|--------------------------------------------|----------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------|--------------------|
| Financial Performance                      | Increase annual revenue                                                                | Year-over-year revenue growth; EBITDA margin.                                        | 25%                |
| Market Penetration and Expansion           | Expand market share in existing markets and enter new markets.                         | Market share growth; number of new market entries                                    | TBD                |
| Product and Service Development            | Launch new products/services meet evolving market demands                              | Number of new product/service launches; revenue from new products/services.          | TBD                |
| Customer Acquisition and Retention         | Grow the customer base and increase customer retention rate                            | New customer acquisition rates; customer retention rates                             | TBD                |
| Operational Efficiency and Cost Management | Reduce operational costs through process optimization and efficiency improvements      | Cost reduction percentage; operational efficiency metrics                            | TBD                |
| Employee Engagement and Talent Development | Achieve an employee engagement score of and implement new talent development programs. | Employee engagement scores; number of training and development programs completed    | TBD                |
| Innovation and Technological Advancement   | Invest annual revenue in R&D to fuel innovation and adopt new technologies             | R&D investment as a percentage of revenue; number of technology adoption initiatives | TBD                |

## Implementation and Monitoring:

To ensure the achievement of these objectives, we will implement a robust monitoring system, consisting of quarterly performance reviews, real-time data analytics, and regular strategy sessions to assess progress and make necessary adjustments.

**DISCLAIMER**

The information provided is believed to be accurate at the time of the application any errors or omissions are unintentional in nature.