

TRUE COPY

On this twenty-fourth day of May of the year two thousand and twenty-three, appeared before me Hady Thaddeus Gerardus Simon, LL.M., a civil-law ---- notary, officiating in Curaçao: -----

Mrs. VARSHA SIMRAN MOHAN, LL.M., a deputy civil law notary, holder of a passport with number R1544137, issued on December thirtieth, two ----- thousand and nineteen, residing in Curaçao, with office address Schout Bij - Nacht Doornmanweg 65, employed at the office of Simon & Steenbaar, Civil Law Notaries in Curaçao, born in Paramaribo, Suriname, on April twelfth, --- nineteen hundred and eighty-two, and acting as proxy in writing of the limited liability company **Dutch Antilles Management N.V.**, established in Curaçao and holding its office at Abraham de Veerstraat 7, registered at the ----- Commercial Register of the Curaçao Chamber of Commerce & Industry ----- under number 10692, and as such legally representing said company. ----- Said proxy appears from a document that is attached to a deed executed --- before me, civil law notary, on June third, two thousand and twenty, and ---- which proxy has been evidenced sufficiently to me, civil law notary. ----- The appearer, acting as aforementioned, stated that Dutch Antilles ----- Management N.V. by these presents incorporates a limited liability ----- company, which company shall be governed by the following articles of ----- association: -----

Name, domicile and duration -----

Article 1 -----

1. The company is a limited liability company and shall be named: -----
 "Amaterasu N.V." and is established in Curaçao. -----
 In foreign trade it may, instead of using the abbreviation "N.V." use the --
 abbreviation "LLC.", "Ltd." or "Inc." in English and "S.A." in Spanish and
 French. -----
2. The company is domiciled in Curaçao. -----
3. The company has been incorporated for an indefinite period of time. ----

Object -----

Article 2 -----

1. The object of the company is to organize, market, promote, manage, ----
 support and operate all types of remote gaming activities, comprising all
 types of games, betting and other operations of betting exchange, -----
 interactive casinos, bingos, lotteries and other interactive games for -----
 clients established or residing outside of Curaçao. -----
2. The company has the power to perform every act and thing profitable or
 requisite to the accomplishment of its purposes or connected therewith --
 or incidental thereto in the widest sense of the word. -----
3. The corporation may request the Inspector of Taxes to be considered as
 a transparent corporation pursuant to the General National Ordinance on
 National Taxes, as amended and it may request at a later date to be no --
 longer considered as such. -----

Capital and Shares -----

Article 3 -----

The capital of the company consists of shares with a nominal value of five --
United States Dollar (USD 5.00) each. -----

Article 4 -----

1. All shares shall be registered by name and shall be numbered in the ----- manner determined by the board of managing directors. -----
2. Share certificates may be issued on request of a shareholder. -----

Article 5 -----

1. a. Shares (including the granting of rights to acquire shares) shall be --- issued pursuant to a resolution of the general meeting of ----- shareholders, hereafter referred to in these articles as the "general -- meeting", by a deed executed by the company and the acquiring ----- shareholder or else by means of a statement of issue on behalf of --- the corporation to the subscriber and a statement of acceptance ----- thereof sent by the subscriber to the corporation, either or not in ----- advance. -----
- b. Shares are issued no sooner than after the identity of the subscriber has been determined and this identity has been verified by the ----- corporation based on documents, data or information from a reliable and independent source. Copies of the documents will be kept in the register referred to in article 7. -----
- c. The general meeting shall determine both the issue price and the ----- conditions for issue in accordance with these articles. -----
2. Each shareholder shall have a preferential right of subscription to any --- issue of shares pro rata to the total amount of his shares. A preferential right of subscription shall not be assignable. -----

Article 6 -----

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

Register of Shares -----

Article 7 -----

1. The board of managing directors shall keep a register of shares in which the name and address of every shareholder, together with the date on -- which the holder's shares were acquired and the date of ----- acknowledgement or service, the paid up value of each share and any -- payment obligation yet to be fulfilled including a notification pointing out whether this concerns an obligation of additional payment, if any, and if so, the methods of payment, the date and the methods of the ----- acquisition, if any, as well whether or not a share certificate has been --- issued, shall be entered. The register shall be regularly maintained. -----
2. The register shall also contain the name and address of every person --- who possesses a usufructuary right in respect of shares or a pledge of -- shares, together with the date on which the such right or pledge was ----- acquired and the date of acknowledgement or service; -----
The name and the address of the usufructuary and pledgee are stated in the register. Similar information is stated concerning those entitled to ---- attend meetings, who are no shareholder, pledgee or usufructuary. -----
3. In respect of any person entered in the register as possessing a ----- usufructuary right in respect of shares or a pledge of shares, the register shall specify which person is entitled to vote on the shares. -----
4. Each grant of release from liability in respect of a current shortfall on the full payment of shares as well as, in respect of the grant of a release -----

- from liability for a call for payment of shares, the date of the release, ----
shall be entered in the register of shares. -----
5. Every person entered in the register of shares is obliged to ensure that --
the company is in possession of his address. -----
 6. The board of managing directors shall issue upon request to every -----
person entered in the register of shares a share certificate or an extract
from the register of shares pertaining to that person's rights in respect of
shares. If a usufructuary right in respect of shares or pledge exists the ---
extract shall specify the information referred to in paragraph 3 above. ----
 7. The board of managing directors shall keep the register of shares at the
office of the company for inspection by shareholders. -----

Right of use/pledge -----

Article 8 -----

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

Joint property -----

Article 9 -----

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

Acquisition of own shares -----

Article 10 -----

1. The acquisition by the company of shares in its capital that have not ----
been fully paid up shall be void. -----
2. Fully paid up shares in the company may be acquired by the company --
only where all the following provisions have been met: -----
 - a. the resolution to acquire fully paid up shares in the company shall be
taken by the general meeting; -----
 - b. the equity of the company, less the acquisition price, is at least equal
to or more than the total nominal capital; -----
 - c. after the acquisition of the shares by the company at least one share
shall remain outstanding with others than the company itself. -----
3. In deviation from the provisions referred to in paragraph 2 sub b, in the --
event that the shares are cancelled immediately following payment of the
purchase price, the equity may be less than the nominal capital. After the
aforementioned cancellation, the equity of the corporation must at least --
be equal to the nominal capital. -----
4. The general meeting has the power to resolve to cancel one or more ----
shares of the company held in its own capital. -----
5. The general meeting has the power to resolve to wholly or partially pay --
back to the shareholders the amount of the paid in capital surplus or to --
exempt the shareholders from their obligation to pay a capital surplus, --
provided that after such repayment or exemption the equity of the -----
company is at least equal to or more than the total nominal value of the -
issued capital. -----

Transfer of Shares -----

Article 11 -----

1. A transfer of shares or of a restricted right thereto requires a deed of ----
transfer, which transfer shall be recognised by the company or served by
a bailiff on the company. -----

2. In case a share certificate has been issued, the transfer may be -----
 endorsed on the share certificate and shall be recognised by the -----
 company on the same certificate or by written recognition of the transfer
 to the acquirer of the shares. The managing board may decide that the --
 share certificate be handed over to the company and to issue new share
 certificate(s) to the acquirer(s). -----

Restrictions of transfer/general duty of notification -----

Article 12 -----

1. A transfer of shares is contingent on the shares first having been offered
 for sale to the shareholders in the manner prescribed in the following ----
 paragraphs. -----
2. The shareholder, hereinafter referred to as "offeror", shall notify the -----
 board of managing directors of the shares he wishes to transfer. -----
3. Such notification shall constitute an offer to the co-shareholders to sell --
 the shares. Where the company holds shares in the company's capital it
 shall be understood as being a co-shareholder only if the offeror in his ---
 offer has agreed thereto. -----
 The share price shall, unless the shareholders unanimously agree -----
 otherwise, be determined by one or more independent experts to be ----
 appointed by the shareholders by mutual agreement. If the shareholders
 fail to reach agreement on this matter within six weeks of receipt of -----
 notice of the offer referred to in paragraph 5 below, a petition to appoint
 three independent experts shall be brought by either party before the ----
 Court of First Instance in Curaçao. -----
4. The experts referred to in the preceding paragraph shall be empowered
 to inspect the books and documents of the company and to obtain any --
 information assisting the task of valuation. -----
5. The board of managing directors shall within fourteen days of receipt of -
 the notification referred to in paragraph 2 notify the co-shareholders of ---
 the offer made by the offeror and shall notify each shareholder of the ----
 share price within fourteen days of the share price being established by
 the experts or agreed by the shareholders. -----
6. Notwithstanding what is provided in paragraph 8, the board of managing
 directors, if notified by each co-shareholder within the period stipulated --
 in that paragraph, shall without delay notify the offeror that the offer has
 not or not fully been taken up. -----
7. Shareholders who intend to purchase the shares offered for sale shall ---
 notify the board of managing directors of that intention within thirty days
 of receiving notification of the share price in accordance with paragraph
 5. -----
8. The board of managing directors shall allot the offered shares to the ----
 applicants and shall notify the offeror and each shareholder of the -----
 allocation within fourteen days of expiry of the period specified in -----
 paragraph 7. -----
 To the extent that the shares have not been allotted the board of -----
 managing directors shall notify the offeror and each shareholder of that -
 fact within the period referred to in this paragraph. -----
9. The shares shall be allotted by the board of managing directors as -----
 follows: -----

- a. pro rata to the nominal value of the shares held by the applicants; ----
 - b. shares may be allotted to the company only if no application for such shares has been made by the other co-shareholders; -----
 - c. to the extent that shares cannot be allotted on the basis of ----- proportionality the allotment shall be determined by the drawing of --- lots; -----
- on the understanding in all matters that no-one may be allotted a ----- greater number of shares than that applicant has applied for. -----
- 10. The offeror may withdraw his offer at any time provided he does so ----- within one month after he has been notified of the shareholders to whom and at what price he may sell the shares offered. -----
 - 11. The shares sold shall, against immediate payment of the purchase price, be transferred within eight days of expiration of the period during which - the offer may be withdrawn. -----
 - 12. The offeror may freely transfer the offered shares within a period of three months following the notification referred to in paragraph 8 has been ----- given that the offer has not or not fully been taken up. -----
 - 13. The experts referred to in paragraph 3 shall determine fairly who shall --- bear the costs of valuation. They may determine that the company shall bear the costs wholly or in part. -----
 - 14. The provisions of this Article shall, as far as possible, apply mutatis ----- mutandis to the disposal of shares purchased or otherwise acquired by the company. -----
 - 15. The provisions of this Article shall not apply to transfers to which every - shareholder has notified the company that observance of the provisions may be waived. -----
- Transfers of shares may then take place only within the succeeding ----- period of three months. -----

Special duty of notification -----

Article 13 -----

- 1. In the event of the death, grant of suspension of payment, bankruptcy, -- guardianship or dissolution of the matrimonial property regime of a ----- shareholder otherwise than upon death, as well as upon the dissolution of a legal person being a shareholder and where a legal person being a shareholder ceases to exist in consequence of a legal merger, the ----- shares shall be offered to the company in accordance with the following paragraphs. -----
- 2. If an obligation exists to offer shares for sale the provisions of Article 12 shall apply mutatis mutandis except that the offeror: -----
 - a. shall not have the right to withdraw the offer in accordance with ----- paragraph 10 of that Article; -----
 - b. may retain the shares where the offer has not or not fully been taken up. -----
- 3. The person under an obligation to offer for sale one or more shares shall within thirty days of the obligation arising - in the case referred to in ----- paragraph 6 under b, upon expiration of the period of time referred to in - that paragraph - notify the board of managing directors of the offer to --- sell. In the absence of notification the board of managing directors shall inform the person under the obligation to offer shares for sale of such ----

failure to notify and bring the terms of the preceding sentence to his -----
attention. -----

If that person still fails to notify the company within eight days the -----
company shall offer the shares for sale on behalf of the shareholder -----
concerned and if all of the shares offered for sale are taken up shall -----
transfer the shares to the purchaser(s) upon payment of the purchase ---
price. The company possesses an irrevocable power so to act.-----

4. The company shall, in the event of a transfer of shares pursuant to the --
preceding paragraph, pay to the person or persons on whose behalf the
offer was made the net balance of the purchase price after deduction of
any costs attaching to the transaction. -----
5. In consequence of the obligation to offer shares for sale pursuant to the
provisions of this Article and while that obligation exists, the rights -----
attaching to a share, in so far as the shareholder is entitled to such -----
rights, cannot be exercised while and for as long as the shareholder fails
to fulfil that obligation. -----
6. The provisions of paragraph 1 shall not apply: -----
 - a. where all the remaining shareholders have given notice of waiver of -
the obligation to satisfy those provisions; -----
 - b. where, in the event of the dissolution of the matrimonial property -----
regime otherwise than upon the death of a shareholder, the shares --
are transferred within a period of twenty-four months of the -----
dissolution to the spouse to whose share of the matrimonial property
the shares attach; -----

Management of the Company -----

Article 14 -----

1. The company shall be managed by a board of managing directors, -----
consisting of one or more managing directors, under the supervision of --
the board of supervisory directors, if instituted in accordance with article
16 of these articles of incorporation. -----
Legal entities may also be appointed managing directors. -----
2. The managing directors and supervisory directors shall be appointed by
the general meeting and may at any time be suspended or removed ----
from office by the meeting. The board of managing directors is -----
authorized to grant personal titles such as president, vice-president, ----
treasurer and secretary to the managing directors. -----
3. Without prejudice to its responsibility the board of managing directors ---
has the power to appoint attorneys in fact, to determine their powers and
the manner in which they are to represent the company and sign on its --
behalf. -----
4. Every managing director has the power to authorize a co-director to -----
represent him in his capacity of a managing director at meetings of the --
managing directors, with due observance of the terms set forth in the ----
power of attorney. -----
5. Each managing director may in his capacity of managing director appoint
by telegram, telex or other writing a natural or legal person as his proxy -
to represent him in his said capacity, such proxy to be specific and not --
general. When issuing such a proxy the managing director may not -----

exceed the authority vested in him pursuant to these articles of -----
association. -----

6. When one or more managing directors are absent or otherwise -----
precluded from acting, the remaining managing director(s) shall be fully -
responsible for the management of the company . When all the -----
managing directors are absent or otherwise precluded from acting, the --
company shall be managed temporarily by a person appointed for that -
purpose by the general meeting. The person so appointed shall call a ---
general meeting as soon as possible in order to provide for a definitive -
management. As long as this has not been accomplished the acts of ----
management of the person so appointed shall be limited to those which
cannot be delayed.-----

7. The board of managing directors shall hold its meetings in Curaçao. -----

Representation -----

Article 15 -----

1. Each managing director is authorized to represent the company. -----
2. In case of legal actions with or legal procedures against a managing ----
director of the company, and in case of a conflict of interests between ---
the company and a managing director, this managing director is under --
the obligation to inform the general meeting about the intended action or
procedure in order to enable the general meeting to designate a person
(who may be the managing director concerned) to represent the -----
company with regard to the intended action or procedure. -----

Supervisory Board -----

Article 16 -----

1. The general meeting may institute a supervisory board, consisting of one
or more natural persons. The supervisory board is entrusted with the ----
supervision over the management of the board of managing directors. It
designates from among its members one person, who shall act as -----
president of the supervisory board. -----
Once the supervisory board has been instituted, the general meeting is -
authorized to abolish the supervisory board. -----
2. The supervisory directors are always entitled, both jointly as separately,
to enter the buildings and other properties of the company, to inspect ----
and to make copies of any documents, accounts and evidences, to -----
check the cash accounts and to require that the funds and the assets are
shown to them. -----
3. The supervisory directors are entitled to a remuneration to be -----
established by the general meeting of shareholders annually and they ---
are entitled to a compensation of their travelling and hotel expenses, ----
made when executing their function with the company. -----
4. In case, for whatever reason, one or more supervisory directors are -----
failing, the remaining supervisory director(s) as long as one supervisory
director is in function, form(s) a valid board of supervisory directors until
new board member(s) are appointed by the general meeting of -----
shareholders. -----
5. The board of supervisory directors shall hold its meetings in Curaçao. ---
6. Any resolution of the board of supervisory directors may be evidenced to
third parties by a written statement signed by one supervisory director. --

7. The board of supervisory directors may appoint an auditor or other ----- expert in order to audit the annual accounts of the company and may at all times replace such person by another auditor or expert. -----

Annual accounts -----

Article 17 -----

1. The financial year for the company shall be the calendar year. -----
2. The board of managing directors shall prepare annually, within a period of eight months from the end of the company's financial year, save ----- where such period is extended by a maximum period of six months by --- the general meeting by reason of special circumstances, annual ----- accounts, which shall be made available for inspection by the ----- shareholders at the office of the company. The annual accounts consist of a balance sheet, profit and loss account and an explanatory statement to these documents. -----
The annual accounts shall be signed by each managing director and by - each supervisory director, if any. -----
If one or more signatures is absent that fact shall be stated together with the reason therefore. -----
3. The company shall ensure that the annual accounts drawn up, the ----- annual report are available at its registered office from the day of the ----- notice convening the general meeting convened to consider those ----- documents. Shareholders may there inspect the documents and obtain a copy free of charge. -----

Approval of the annual accounts -----

Article 18 -----

1. The annual accounts shall be approved by the general meeting. -----
2. Approval of the annual accounts without reservation by the general ----- meeting operates to discharge the board of managing directors for its --- management and the supervisory board, if any, for its supervision during the preceding financial year. -----

Disposal of profits -----

Article 19 -----

1. Profits shall be at the unfettered disposal of the general meeting. Each -- share is equally entitled to the profits to be distributed. -----
2. The company may distribute the profits available for distribution to the --- shareholders and other persons with a claim to such profits only to the -- extent that the amount of the equity of the company after such ----- distribution is at least equal to or more than the total nominal amount of - the issued shares. -----
3. Any distribution of profits shall be made after approval of the annual ----- accounts from which it appears that any such distribution is permitted. ---
4. Shares held by the company in its own capital shall not be included in --- computing the distribution of profits, unless such shares are subject to a right of user or registered depository receipts for such shares have been issued. -----
5. The board of managing directors shall not make an interim distribution of profits unless the provision of paragraph 2 has been satisfied. -----

Dividends -----

Article 20 -----

The dividends paid on shares may be claimed by the shareholder one ----- month after approval of the annual accounts unless the general meeting ----- determines another period. Such claims shall become prescribed upon ----- expiry of a period of five years. -----

A dividend not claimed within a period of five years from the moment such -- claim may be entered shall vest in the company. -----

The General Meeting of Shareholders -----

Article 21 -----

1. General shareholders' meetings shall be held in Curaçao. -----

2. A general meeting shall be held annually within a period not exceeding -- nine months from the end of the company's financial year. -----

The following shall be treated during that meeting: -----

a. the annual accounts; -----

b. proposals placed on the agenda by the board of managing directors or by one or more shareholders. Proposals by shareholders or other persons with the right to vote on shares must be submitted in writing, with an explanatory note, to the board of managing directors before - the notice convening the meeting is sent; -----

c. the designation of a person meant in paragraph 6 of article 14 of ----- these articles of incorporation; -----

d. any other business, on the understanding that no legally valid ----- resolutions may be passed in respect of business not specified in the notice convening the meeting as being on the agenda, or in any ----- supplementary convening notice sent within the period set for giving notice convening the meeting, unless the resolution is passed ----- unanimously at a meeting attended by every shareholder and any ---- other person who has a right to vote on shares, or at which such ----- persons are represented. -----

3. In respect of a decision establishing a period of extension within the ---- meaning of Article 17 paragraph 2 above the annual accounts and ----- annual report shall be treated in conformity with that decision. -----

4. General meetings shall be held as frequently as the board of managing directors or the supervisory board, if any, convene them. The board of - managing directors shall be obliged to convene a general meeting when requested in writing with a detailed explanation of the business to be ---- considered by one or more shareholders. -----

Convening the General Meeting -----

Article 22 -----

1. Each shareholder and each managing and supervisory director is ----- entitled to attend, either in person or by written proxy, the general ----- meeting and to address the meeting. -----

Shares for which no votes may be cast shall not be taken into account in determining to what extent a shareholder is present or represented. -----

2. The managing and supervisory directors and shareholders and the ----- persons who have a right to vote on shares shall be summoned to a ---- general meeting by written notice specifying a period of summons of at - least five days, excluding the day of dispatch and the day of receipt. The convening notice shall be sent to the addresses of the shareholders and

the persons who have a right to vote on shares entered in the register of shareholders. In case the address of one or more shareholders is not --- known, the convocation must be published in the official gazette of ----- Curaçao. -----

3. Without prejudice to the statutory provisions or the law relating to special decisions such as those in respect of legal merger and amendment of --- the articles of association, the convening notice shall state the business to be considered. -----
4. Each managing director and each supervisory director, if any, is ----- authorised to be present at the general meeting and as such he has a --- consultative voice. -----

Chairing the General Meeting -----

Article 23 -----

1. The general meeting shall be chaired by a person designated as ----- chairman by the general meeting. The minutes of the business ----- transacted at the general meeting shall be kept by the secretary ----- appointed by the general meeting. -----
2. The board of managing directors shall be empowered to order that a ---- notarial report of the business transacted at the general meeting shall be executed, the costs thereof to be borne by the company.-----
3. If a notarial report is not executed, the minutes of the business ----- transacted at the general meeting shall be signed by the chairman and - by the secretary who took the minutes during that meeting as complete and final. -----
4. The board of managing directors shall keep the minutes of the general -- meeting for a period of at least ten years at the office of the company for inspection by any shareholder or any other person who has a right of ---- pledge or a usufructuary right on shares, at whose request a copy of ---- such minutes shall be issued at not more than cost price. -----

Passing of resolutions -----

Article 24 -----

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

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

Passing of resolutions other than in a general meeting -----

Article 25 -----

Any resolution that may be passed in a 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 24th 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)

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 Willemstad, Curaçao	Avlonos, 1 Maria House 1075, Nicosia Cyprus				
3. Stock's quantity	**1000**	**1000**				
4. Stock's No.	*1 u/i 1000*	Certificate 1 *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	 Dutch Antilles Management N.V.	 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					