

Incorporation of _____
FairGame G.P. N.V. _____

On this sixteenth day of November two thousand and sixteen, appeared _____
before me, Henri Theodoor Marie Burgers, a civil law notary, officiating in _____
Curaçao : _____

Mr. Humberto Carlos d' Abreu de Paulo, a managing director, residing in
Curaçao with address of office in Curacao at 7, Abraham de Veerstraat, —
born in Curacao on August 23, 1964, acting in his capacity of managing —
director of the limited liability company **Dutch Antilles Management** —
N.V., established in Curaçao and holding its office at 7, Abraham de —
Veerstraat, registered at the commercial register under number 10692, —
and as such legally representing said company. _____

The appearer, acting as aforementioned, stated that Dutch Antilles _____
Management N.V. by these presents incorporates a private company with —
limited liability, which company shall be governed by the following articles of
association : _____

Name, domicile and duration _____

Article 1 _____

1. The name of the corporation is : "**FairGame G.P. 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 corporation is domiciled in Curaçao. _____
3. The corporation 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 operation of betting exchange, _____
interactive casinos, bingos, lotteries and other interactive games. _____
2. The business of the company shall exclusively be conducted in an —
economic zone as expressed in the National Ordinance Economic Zones
2000, as amended. _____
3. The corporation 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. _____

Capital and Shares _____

Article 3 _____

The capital of the company consists of shares with a nominal value of ten —
United States Dollars (USD 10.=) 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.
b. 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 the obligation to pay a capital surplus, 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;
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.

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.

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. The general meeting has the power to resolve to cancel one or more — shares of the company held in its own capital. —
4. 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. —

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 —

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 corporation 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 meetings of shareholders 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

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. that he, the appearer, and the limited liability company Dutch Antilles — Management N.V. hereby are appointed managing directors of the — company for the first time. _____
2. that the first financial year of the company shall end on December 31, — 2017; _____
3. that hereby five hundred (500) shares, 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 incorporator under the obligation to pay at least five — thousand United States dollars (USD 5.000,00) to the company; _____
4. that according to the attached statement of the incorporator the equity of the company is at equal to than the nominal capital. _____

The appearer is known to me, the 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, he 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, the notary. _____

(signatures)

ISSUED FOR TRUE COPY:



A handwritten signature in blue ink, consisting of a series of fluid, connected strokes.

APOSTILLE

(Convention de La Haye du 5 octobre 1961)

1. Country : Curaçao,

This public document

2. has been signed by Walter André Palm, LL.M.

3. acting in the capacity of civil law notary

4. bears the seal/stamp of civil law notary

Walter André Palm, LL.M.

Certified

5. at Curaçao

6. the **AUG 21 2024**

7. Head Civil Status Register, Division

Ministry of Public Administration, Planning and Services

8. No. **6302**

9. Seal/stamp:

10. Signature:




R.F. Haddocks, MBA
Head Civil Registry Office

AUG 21 2024