



Fung-A-Loi & Samandar
notarissen

NOTARISSEN

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The undersigned, Melisse Esther Samandar, a civil law notary, residing in Curaçao, acting as substitute for Fanny Joan Cloose-Fung A Loi, a civil law notary, officiating in Curaçao, herewith certifies that attached hereunto are the current articles of incorporation of the limited liability company: "**Bettor IO N.V.**", established in Curaçao.

Signed in Curaçao, on May 4th, 2021.


M.E. Samandar



Name, domicile and duration

Article 1

1. The name of the company is "**Bettor IO 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 company is authorized to enter into a corporate agreement in writing as meant in article 2:127 of the Civil Code.

Capital and Shares

Article 3

The capital of the company consists of shares with a nominal value of ten United States Dollars (USD 10.00) each.

Article 4

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

Article 5

1. Shares (including the granting of rights to acquire shares) shall be issued pursuant to a resolution of the general meeting of shareholders, hereafter referred to in these articles as the "general meeting", by a deed signed by the company and the acquirer of the shares or by a declaration of issuance sent to the acquirer of the shares by the company and a statement of acceptance thereof sent by the acquirer of the shares to the company, whether or not in advance.
2. The issuance will not take place until the identity of the acquirer of the shares has been confirmed and this identity has been verified by the company on the basis of documents, data or information from a reliable and independent source. Copies of the documents are kept with the shareholders register as stated in article 7.
3. The general meeting shall determine both the rate and the conditions for the issuance in accordance with these articles.

4. Each shareholder shall have a preferential right of subscription to any issue of shares pro rata to the total amount of his shares. A preferential right of subscription shall not be assignable.

Article 6

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

Shareholders register

Article 7

1. The board of managing directors shall keep a register in which the names and addresses of all shareholders are recorded, stating the type of share, the associated voting right, the amount deposited or shown as paid up, any outstanding payment obligation, stating whether it concerns an additional payment obligation and if so, the modalities thereof, the day and the modalities of the acquisition, any potential liability under Articles 2:102 paragraph 5 and 2:108a paragraph 1 of the Civil Code of Curaçao, and whether or not an issue of a share certificate has been issued.
2. The register shall also include the establishment or transfer of a right of usufruct on the shares and the establishment of a right of pledge on the shares, as well as a related transfer of voting rights. The name and address of the usufructuary and pledgee are noted in the register. Corresponding information is stated with regard to persons entitled to attend meetings, who are not shareholders, pledgees or usufructuaries.
3. The register shall be updated regularly. The date on which a change was made will be noted in the register.
4. Each grant of release from liability in respect of a current shortfall on the full payment of shares as well as, in respect of the grant of a release from liability for a call for payment of shares, the date of the release, shall be entered in the register of shares.
5. Every person noted in the register is obligated to ensure that his address and other necessary (contact) details are known to the company.
6. Upon request, the board will provide any person registered in the register free of charge with an extract from the register relating to his right to a share. If the share is subject to a right of usufruct or a right of pledge, the extract shall also state the information referred to in paragraph 2.
7. The register can be kept by a third party under the responsibility of the board.
8. The register can be kept in electronic form.
9. The board shall make the register available for inspection by the shareholders at the office of the company.

Right of use/pledge

Article 8

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

Joint property

Article 9

Where shares, including restricted rights thereto, are held jointly the partners may choose to be represented in dealings with the company by not more than one 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 of the company may be acquired by the company only free or charge or 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 the 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 (1) 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 the nominal capital.

Transfer of Shares

Article 11

1. Shares are transferred by means of a deed of transfer signed by the parties and either service of that deed to the company by a bailiff or acknowledgment of the transfer by the company. Acknowledgment is effected by a signed note on the deed of transfer or a written statement from the company addressed to the acquirer(s). If it concerns shares that are still subject to a payment obligation or additional payment obligation, then recognition can only take place if the deed of transfer bears a fixed date.
2. If a share certificate has been issued, that document, provided with a transfer note signed by the parties, may serve as a deed of transfer.
3. Provided the shares are fully paid up, the transfer may also take place by means of a written statement from the person entitled to that share addressed to the company, stating the transfer, with a subsequent written statement from the acquirer(s) addressed to the company, followed by a written statement of recognition issued by the company and addressed to both parties

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 (1) 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 (14) 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 (14) 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 (14) 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 (1) 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 (8) 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 (3) 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 (3) 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 (30) 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 (24) 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 (1) 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 (1) 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 meets as often as a managing director so desires. The convening notice is issued by the managing director who initiated the meeting, which notice shall state the items to be discussed, with due observance of a notice period of at least eight (8) days. At the meetings each managing director is entitled to cast one (1) vote. The managing directors can have themselves represented by another managing director by written proxy. The board takes decisions by an absolute majority of the votes cast. In the event of a tie, the general meeting decides.
8. The board may establish regulations in which matters relating to it internally are stated. In that context, the board can determine, amongst other things, how the activities are divided amongst themselves. The general meeting may determine that the regulations are subject to its approval.
9. The board may also pass resolutions outside a meeting, provided that all board members entitled to vote have agreed to this manner of decision-making. Approval with the method of decision-making can be done electronically. In case of resolutions outside a meeting, the votes are cast in writing or electronically. The requirement that the votes will be cast in writing is also met if the resolution, stating the manner in which each of the directors has voted, is recorded in writing or electronically.
10. Board meetings may be held by a meeting of the managing directors in person, or by telephone, video conference or other means of communication, whereby all participating managing directors are able to communicate with each other simultaneously. Participation at such meetings will be considered equal to being present at a meeting.

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 (1) 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 (1) 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 at such places, within or outside Curaçao, as the supervisory board shall decide.
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 (8) months from the end of the company's financial year, save where such period is extended by a maximum period of six (6) 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. In immediate connection with the approval of the annual accounts, the general meeting decides on the distribution or withholding of the profit shown in those annual accounts and on making other distributions from the equity as shown in those annual accounts. Each share is entitled to an equal share in the profit to be distributed.
2. The company may distribute the profits available for distribution to the shareholders and other persons with a claim to such profits only to the extent that the amount of the equity of the company after such distribution is at least equal to 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 met.

Dividends

Article 20

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

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 convenes them. The board of managing directors shall be obliged to convene a general meeting when requested in writing by persons entitled to vote and who are authorized to cast solely or together at least ten percent (10%) of the votes with regard to certain subjects that fall under that voting right, provided they have a reasonable interest. If the board does not comply with such a request within fourteen (14) days after the day on which the request has reached the company or the body concerned, the petitioners themselves may convene the meeting.

Convening the General Meeting

Article 22

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

4. If a proposal is made to amend the articles of association, a copy of that proposal, in which the proposed amendments are laid down literally, is sent or deposited at the offices of the company for the shareholders to inspect.
5. A managing director is authorised to be present at the general meeting and as such he has a consultative voice.

Chairing the General Meeting

Article 23

1. The general meeting shall be chaired by a person designated as chairman by the general meeting. The minutes of the business transacted at the general meeting shall be kept by 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 adopted in the meeting which be signed by the chairman and by the person who took the minutes during that meeting by witness thereof.
4. The board of managing directors shall keep the minutes of the general meeting. The minutes are deposited at the office of the company for inspection by the shareholders, at whose request a copy or an excerpt of such minutes shall be issued at not more than the cost price.

Passing of resolutions

Article 24

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

Passing of resolutions other than in a general meeting

Article 25

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

Special resolutions

Article 25

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

Convening notices and other notices

Article 27

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

Dissolution

Article 28

1. Upon dissolution of the company, the liquidation will be effected by the board, unless the general meeting decides otherwise.
2. 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. Upon completion of the liquidation process the company shall cease to exist at the moment the liquidator confirms in writing (in accordance with article 2:31 paragraph 6 of the Civil Code of Curaçao) that no assets nor liabilities are known to him.

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.

