

TRUE COPY

On this seventeenth day of June of the year two thousand and twenty-one -- appeared before me, Mr. Johnny Ronald Edward Kleinmoedig, LL.M., a civil law notary practicing in Curaçao: -----

Mrs. **Norine Marie De Los Santos Marcano**, notary clerk, holder of drivers' license number 228234 with identification number 1955.11.01.07, issued in - Curaçao on June twenty-seventh, two thousand and sixteen, residing in ---- Curaçao, with office address 125 Caracasbaaiweg, employed at the office of Kleinmoedig & Alexander, Civil Law Notary Office in Curaçao, born in ----- Curaçao on November first, nineteen hundred and fifty-five, who stated to --- be acting for the purposes of this instrument as an authorized agent in ----- writing of the private limited company "**Green Jade B.V.**", established in ---- Curaçao, with office address Julianaplein 36, registered at the Trade ----- register of the Chamber of Commerce and Industry in Curaçao, under ----- number 151272, as appears from an online excerpt dated June ----- seventeenth, two thousand and twenty-one from said Chamber of ----- Commerce. -----

The aforementioned mandate is evidenced by a private power of attorney, ---- which is attached hereunto. The existence of aforementioned mandate has -- been sufficiently evidenced to me, the notary. -----

The appearer, acting as aforesaid, declared to form by these presents on --- behalf of "**Green Jade B.V.**", aforementioned, a private limited company, --- which shall be governed by the following articles of association: -----

**Name and Registered Office** -----

**Article 1** -----

1. The company bears the name: "**Jackfruit B.V.**" and is established in ---- Curaçao. -----

In foreign trade the company may use instead of the abbreviation "B.V." in Spanish the abbreviation "S.R.L." and in English the abbreviation ---- "Ltd.". -----

2. The registered office of the company is located 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 operation of betting exchange, ----- interactive casinos, bingos, lotteries and other interactive games and ---- entertainment, for clients established or residing outside of Curaçao. ----

2. The company has the power to perform every act and thing profitable or requisite to the accomplishment of its purpose or connected therewith in the widest sense of the word, including the participation in-, and the ---- incorporation and management of other enterprises and companies. ----

3. The company is authorized to enter into a corporate agreement as ----- meant in article 2:227 of the Civil Code. -----

This agreement needs to be in writing. -----

**Capital and Shares** -----

**Article 3** -----

The capital of the company consists of shares with a par value of one -----  
Eurocent (€ 0.01) each. -----

**Article 4** -----

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

**Article 5** -----

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

**Article 6** -----

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

**Shareholders register** -----

**Article 7** -----

1. The board of managing directors shall keep a register in which the -----  
names and addresses of all 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 2:202 paragraph 5 and 2:208a 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 in electronic form. -----
  8. The board shall make the register available for inspection by the -----  
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 (1) person communicated to the company in writing. -----

#### **Acquisition of own shares** -----

##### **Article 10** -----

1. The acquisition by the company of shares held in its own capital that ----  
have not been fully paid up shall be void. -----
2. Fully paid up shares of the company may be acquired by the company --  
only free 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 more than the  
nominal capital; -----
  - c. after the acquisition of the shares by the company at least one (1) ---  
share shall remain outstanding with others than the company itself. --
3. The general meeting has the power to resolve to cancel one (1) or more  
shares of the company held in its own capital. -----

#### **Transfer of Shares** -----

##### **Article 11** -----

1. Shares are transferred by means of a deed of transfer signed by the ----  
parties and either service of that deed on the company by a bailiff or ----  
acknowledgment of the transfer by the company. Acknowledgment is ----  
effected by a signed note on the deed of transfer or a written statement -

from the company addressed to the acquirer(s). If it concerns shares that are still subject to a payment obligation or additional payment obligation, then recognition can only take place if the deed of transfer bears a fixed date. -----

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

#### **No restrictions of transfer** -----

##### **Article 12** -----

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

#### **Special duty of notification** -----

##### **Article 13** -----

In the event of the death, grant of suspension of payment, bankruptcy, ----- guardianship or dissolution of the matrimonial property regime of a ----- shareholder otherwise than upon death, as well as upon the dissolution of a legal person being a shareholder and where a legal person being a ----- shareholder ceases to exist in consequence of a legal merger, the ----- shareholder and/or his successors is/are under the obligation to inform the - corporation about these events and about any other comparable or related - events of which the shareholder and/or his/its successor(s) should ----- reasonably understand that these must be communicated to the ----- corporation. -----

#### **Management of the Company** -----

##### **Article 14** -----

1. The board of managing directors shall consist of one (1) or more ----- managing directors A and one (1) or more managing directors B, if ----- appointed. Legal entities may also be appointed managing director. ----- Each Managing director will fulfil the function(s) as shall be specified in - the management regulations. Legal entities may also act as managing -- directors. -----
2. Managing directors shall be appointed by the general meeting which ----- may, at any time, suspend or remove them. -----
3. The remuneration and other conditions of appointment shall be set by --- the general meeting for each managing director individually. -----
4. In the event of the absence or non-appearance of a managing director -- the remaining managing director(s) remain charged with the ----- management of the company. In the event of the absence or non- ----- appearance of every managing director the general meeting shall ----- appoint one (1) or more persons who shall be charged with temporary ---

management of the company. Every shareholder shall be entitled to -----  
convene such general meeting. -----

The general meeting has the right, even in the event of absence or non-  
appearance of one (1) or more managing directors, but not all managing  
directors, to designate a person as referred to in the previous paragraph  
who will then also be charged with the management. -----

5. The board meets as often as a managing director so desires. The -----  
convening notice is issued by the managing director who initiated the ----  
meeting, which notice shall state the items to be discussed, with due ----  
observance of a notice period of at least eight (8) days. -----  
At the meetings each managing director is entitled to cast one (1) vote. --  
The managing directors can have themselves represented by another ---  
managing director by written proxy. -----  
The board decides by an absolute majority of the votes cast. In the event  
of a tie, the general meeting decides. -----
6. The company shall have board regulations (in Dutch: "bestuurs -----  
reglement"), in which among others functions of and division of tasks ----  
between the managing directors can be specified. -----  
The management regulations will be determined by the general meeting  
of shareholders in consultation with the board of managing directors. ----  
The provisions in these regulations may not be in conflict with the law or  
the articles of association of the company. -----
7. The board may also pass resolutions outside a meeting, provided that all  
board members entitled to vote have agreed to this manner of decision- -  
making. Approval with the method of decision-making can be done -----  
electronically. In case of resolutions outside a meeting, the votes are ----  
cast in writing or electronically. The requirement that the votes be in ----  
writing is also met if the resolution, stating the manner in which each of --  
the directors has voted, is recorded in writing or electronically. -----
8. Board meetings may be held by a meeting of the managing directors in -  
person, or by telephone, video conference or other means of -----  
communication, whereby all participating managing directors are able to  
communicate with each other. -----

#### **Representation** -----

##### **Article 15** -----

1. The company shall be represented by a managing director A separately  
or by a managing director A acting jointly with a managing director B, if --  
appointed. -----
2. In case of legal actions with or legal procedures against a managing ----  
director and in case of conflicting 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. -----

#### **Annual accounts** -----

#### Article 16

1. The financial year for the company shall be equal to 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. -----  
If one (1) or more signatures is absent that fact shall be stated together - with the reason therefore. -----
3. The company shall ensure that a copy of the annual accounts drawn up and the annual report shall be sent by e-mail together with the notice --- convening the general meeting convened to consider those documents.

#### Approval of the annual accounts

#### Article 17

1. The annual accounts shall be approved by the general meeting. -----  
The annual report shall be drawn up by the board of managing directors.
2. Approval of the annual accounts without reservation by the general ----- meeting operates to discharge the board of managing directors for its --- management during the preceding financial year. -----

#### Disposal of profits

#### Article 18

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

#### Dividends

#### Article 19

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

#### The General Meeting of Shareholders

#### Article 20

1. General meetings of shareholders shall be held in Curaçao. -----
2. A general meeting shall be held annually within a period not exceeding --  
nine (9) months from the end of the company's financial year. -----  
The following shall be treated during that meeting: -----
  - a. the annual accounts; -----
  - b. proposals placed on the agenda by the board of managing directors -  
or by one (1) or more shareholders. Proposals by shareholders or ----  
other persons with the right to vote on shares must be submitted in --  
writing, with an explanatory note, to the board of managing directors -  
before the notice convening the meeting is sent; -----
  - c. the designation of a person meant in paragraph 4 of article 14 of -----  
these articles of incorporation; -----
  - d. any other business, on the understanding that no legally valid -----  
resolutions may be passed in respect of business not specified in the  
notice convening the meeting as being on the agenda, or in any -----  
supplementary convening notice sent within the period set for giving -  
notice convening the meeting. -----
3. In respect of a decision establishing a period of extension within the -----  
meaning of article 16 paragraph 2 above the annual accounts and -----  
annual report shall be treated in conformity with that decision. -----
4. General meetings shall be held as frequently as the board of managing -  
directors convenes them. The board of managing directors shall be -----  
obliged to convene a general meeting when requested in writing by one -  
(1) or more persons entitled to vote, and provided they have a -----  
reasonable interest, together with an accurate statement of the subjects  
to be discussed. -----  
If the board does not comply with such a request within seven (7) days --  
after the day on which the request has reached the company or the body  
concerned, the petitioners themselves may convene the meeting. -----

### **Convening the General Meeting** -----

#### **Article 21** -----

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, 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 22** -----

1. The general meeting shall be chaired by a person designated as ----- chairman by the general meeting. The minutes of the business ----- transacted at the general meeting shall be kept by a person appointed --- thereto by the general meeting. -----
2. The board of managing directors shall be empowered to order that a ---- notarial report of the business transacted at the general meeting shall be executed, the costs thereof to be for the account of the company. -----
3. If a notarial report is not executed, the minutes of the business ----- transacted at the general meeting shall be adopted in the meeting and in witness of which be signed by the chairman and by the person who took the minutes during that meeting. -----
4. The board of managing directors shall keep the minutes of the general -- meeting. The minutes are laid won 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 23** -----

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 24** -----

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

#### **Convening notices and other notices** -----

##### **Article 26** -----

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 27** -----

1. Upon dissolution of the company, the liquidation will be effected by the board, unless the general meeting decides otherwise. -----
2. During the liquidation, the provisions of these articles of association will remain in force as far as possible. The provisions therein regarding directors then apply to the liquidators. -----
3. Any credit balance in the liquidation account remaining after satisfaction of creditors shall be distributed to the shareholders pro rata to the shares held by each shareholder. -----
4. 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 28

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

## Final Declarations

The appearer, acting as aforesaid, declared finally:

1. to hereby appoint the private company with limited liability "**Allyant Group B.V.**", established in Curaçao, with office address Julianaplein 36, registered at the Commercial Register of the Curaçao Chamber of Industry & Commerce with number 151273 as managing director A of the company for the first time;
2. that the first financial year of the company runs from this date up to and including the thirty-first day of December two thousand and twenty-one;
3. that hereby ten thousand (10,000) shares, numbered 1 up to and including 10,000, are issued and transferred upon incorporation to the incorporator, representing a nominal capital of one hundred Euro (€ 100.00), which shares are hereby accepted in ownership by the appearer, acting as aforementioned, under the obligation to pay within three (3) months as of today at least one hundred Euro (€ 100.00) to the company;
4. that according to the attached declaration the equity of the company is equal to the nominal capital.

The identity of the person appearing and of the principal have been established by me, the notary, on the basis of the identification documents mentioned herein above.

The appearer is known to me, the notary.

-----In witness whereof

The foregoing has been recorded in a single original executed in Curaçao on the date mentioned in the heading hereof.

After a summary of the contents hereof was stated to the appearer and she had replied that she had taken notice of the contents hereof and did not deem it necessary for the entire text to be read, the appearer and I, the notary, set our hands hereunto immediately after the reading of the parts required by law to be read out.

was signed: N.M.D.L.S. Marcano; J.R.E. Kleinmoedig.



ISSUED AS A TRUE COPY!