



Baaten | Alexander | Berends

CIVIL LAW NOTARY SERVICES

Upon this nineteenth day of April of the year two thousand and twenty-two, appeared before me, Miguel Lionel ----- Alexander, LL.M., a former civil law notary, residing in - Curaçao, hereinafter referred to as the "notary", legally deputizing for Cornelia Alfonsina Petronella Baaten, ----- LL.M., a deputy civil law notary, residing in Curaçao, who has been designated as the acting civil law notary of the vacant position of former civil law notary Johnny Ronald - Edward Kleinmoedig, LL.M., by the President of the Joint - Court of Justice of Aruba, Curaçao, Sint Maarten and of -- Bonaire, Sint Eustatius and Saba: -----

Mrs. **Josette Regina Michel**, a legal assistant, holder of - Dutch passport with number NNBLPK5H9, issued in Curaçao -- on March twenty-ninth, two thousand and fourteen, ----- residing in Curaçao, with office address 2 Gaitoweg, ----- employed at the office of Baaten Alexander Berends Civil - Law Notary Services in Curaçao, born in Curaçao, on March twenty-fifth, nineteen hundred and sixty-nine, who stated to be acting for the purposes of this instrument as an --- authorized agent in writing of the limited liability ----- company **(SMES) Solutions for Management and Employment** ---

Support N.V., domiciled in Curaçao, with office address -- Perseusweg 27A, Curaçao, registered at the Traderegister - of the Chamber of Commerce and Industry in Curaçao under - number 133195, as appears from an online excerpt from ---- said Chamber of Commerce and Industry dated April ----- nineteenth, two thousand and twenty-two. -----

This mandate is evidenced by a private power of attorney, a copy of 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 **(SMES) Solutions for** ----- **Management and Employment Support N.V.**, aforementioned, a limited liability company, which shall be governed by ---- the following provisions: -----

----- NAME AND SEAT -----

----- Article 1 -----

1. The corporation is a limited liability company and ---- shall be named: -----

Uspeo N.V.. -----

In its foreign business transactions it may, instead of -- using the abbreviation "N.V.", use the abbreviation ----- "INC" in English and the abbreviation "S.A." in Spanish -- and French in its name. -----

2. The corporation is domiciled in Curaçao and may have -- branches and/or affiliate offices elsewhere. -----

----- PURPOSE -----

----- Article 2 -----

1. The purpose of the corporation shall be: -----

- a. to organize, market, promote, manage, support and -----
operate all types of remote and stationary gaming -----
activities, and sports, betting activities, comprising ---
of all types of games, betting transactions, and other ---
operation of betting exchanges, interactive casinos, -----
bingos, lotteries, poker and other interactive games and -
to carry out any activities ancillary thereto by -----
offering goods or services to persons who participate in -
licensed online gaming; -----
 - b. to provide advertising, marketing and consulting -----
services, all related to the gaming activities; -----
 - c. to carry on the business in the field of software -----
development and to provide, including but not limited ----
to, the development, marketing, sale, delivery of -----
products and services online; -----
 - d. to enter into necessary agreements for rendering of ---
the services; -----
 - e. provide IT Services like system analysis and design, --
programming, software testing, function-monitoring, -----
outsourcing of IT and integration services, IT -----
consultancy and IT process development services to -----
international markets. -----
2. The corporation is authorized to perform everything ---
requisite or profitable to the accomplishment of its ----
purpose or incidental thereto or connected therewith in --
the widest sense of the word. -----
3. The corporation has no authority to invoke the -----
annulment of legal acts performed by the corporation, ----
which exceeded the corporate objective. -----

DURATION

Article 3

The corporation has been established for an indefinite ---
period of time. -----

CAPITAL AND SHARES

Article 4

1. The corporation has one or more issued shares, each ---
with a nominal value of one United States dollar -----
(US\$.1.00). -----
 2. Sub-shares may be issued. -----
 3. The general meeting of shareholders will resolve on ---
the issue of new shares. The subsequent issue shall be ---
effected by means of a deed signed by the -----
corporation and the acquirer 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. -----
- Only the issue of registered (sub-)shares is -----
permitted. -----

4. 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 8. -----

5. The general meeting of shareholders shall determine --- the time and rate of the issue -provided not below par- -- as well as the time for payment of calls. -----

6. In subsequent issues of shares and on disposal by the - corporation of any shares it acquired in its own capital, the existing shareholders shall have preference to ----- acquire such shares, in proportion to their existing ----- shareholding when the stock is made available, unless the general shareholders' meeting, further also: the general - meeting, should decide otherwise. -----

----- REPURCHASE AND CANCELLATION OF SHARES -----

----- Article 5 -----

1. The board of managing directors is authorized to have - the corporation acquire for its own account shares in its own capital, provided that: -----

a. at least one share continues to be held by third ----- parties, not by the corporation itself; and -----

b. as a consequence of payment of the purchase price of -- the relevant shares, the equity of the corporation ----- remains at least equal to the nominal capital. -----

2. In deviation from the provisions referred to in ----- paragraph 1 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. -----

3. No voting rights, nor preference on whatever account -- shall be derived from the shares held by the corporation - in its own capital; nor shall any distribution of profits or of a surplus balance after liquidation of the ----- corporation be made on such shares. ----- Said shares shall be disregarded for determining a quorum at any meeting. -----

4. The corporation is authorized to proceed to ----- cancellation of the shares held by the corporation in its own capital, subject to a resolution to that effect from - the board of managing directors. -----

5. The general meeting may decide on whole or partial ---- repayment or dispensation of an additional payment ----- obligation as mentioned in article 2:107, paragraph 4 of - the Civil Code, provided that the equity of the ----- corporation remains at least equal to the nominal capital at the time of the repayment or dispensation of -----

additional payment and does not become less than the -----
nominal capital of the corporation by the repayment or ---
dispensation of additional payment. -----

----- SHARE CERTIFICATES AND SHARE REGISTER -----

----- Article 6 -----

1. With due observance of the provision in article 4, ----
paragraph 3, the shares shall be registered shares, and --
they shall be consecutively numbered from 1 up. -----

2. Share certificates may be issued for the shares at the
request of the shareholder. -----

All expenses for the issue of share certificates shall be
for the account of the shareholder concerned. -----

3. Share certificates may be issued for several shares ---
jointly at the request of the shareholder. -----

The holder of such a share certificate is entitled at all
times to requests its conversion into a share certificate
representing a different number of shares. -----

4. Share certificates shall be signed by a managing -----
director or by a person designated for that purpose by ---
the board of managing directors. -----

5. The date of issue and all information relevant to the -
share, as should be included in the shareholders' -----
register on the day of issue, shall be stated on the ----
share certificate. -----

6. An extract from the shareholders' register made out in
the name of the shareholder, containing the information --
relevant to these shares, may also serve as a share -----
certificate. -----

----- Article 7 -----

1. If a person has proved to the satisfaction of the -----
board of managing directors that a share certificate, ----
belonging to him, has been lost or mislaid, a duplicate --
of such document may be issued at the request of the -----
shareholder concerned or the rightful claimants to his ---
estate, subject to such terms and guarantees as shall be -
determined by the board of managing directors. -----

2. Upon issue of the new share certificates which shall --
bear an endorsement to the effect that they are -----
duplicates, their originals shall become null and void. --

3. Damaged share certificates may be replaced by new ones
by the board of managing directors. -----

4. The damaged documents thus surrendered, shall -----
immediately be destroyed by the board of managing -----
directors. -----

All expenses related to the issue of duplicates or new ---
documents, shall be charged to the applicant and shall be
paid by him in advance, if so required. -----

----- Article 8 -----

1. The board shall maintain a register, in which the -----
names and addresses of all the shareholders and the -----

quantity and serial numbers of the shares are recorded. --
The register shall furthermore state the voting rights ---
conferred by same, the amount paid up, or reflected on ---
same as having been paid up, 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, the liability, --
if any, pursuant to the articles 2:102, paragraph 5 and --
2:108a, paragraph 1 of the Civil Code and whether or not a
share certificate has been issued. Annotations shall ----
also be made of establishment or transfer of a right of --
usufruct on the shares, or a pledge, as well as the -----
coincident transfer of voting rights. -----

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. -----

2. Shareholders and others whose information must be ----
included in the register, pursuant to the first -----
paragraph, will surrender this information to the board --
of managing directors in time. Insofar as this has not ---
been done at an earlier time, they will also surrender ---
further information to the board of managing directors ---
and information as referred to in article 4 paragraph 4 --
and submit documents as referred to in same. Copies of ---
these documents will be kept in the register. -----

3. The register may be maintained by a person designated -
for that purpose by the board and subject to the -----
responsibility of the board. The register may be -----
maintained electronically. -----

4. Shareholders and others whose information is included -
in the register are entitled to have access the register -
for its inspection, to the extent that it concerns rights
vested in those requesting inspection. -----

5. The transfer of shares shall be effected, either by ---
serving an instrument of transfer upon the corporation, --
or by written acknowledgement of the transfer by the ----
corporation. -----

6. Written acknowledgement of the transfer shall be -----
effected by a signed annotation on the deed of transfer --
or by a written statement to the transferee. -----

----- SHARE TRANSFER RESTRICTION -----

----- Article 9 -----

1. Unless all shareholders concerned give their written --
approval, shares may only be transferred with due -----
observance of the following provisions: -----

2. If a shareholder wishes to alienate one or more of his
shares to others than the corporation, he shall first ----
offer them to his fellow-shareholders and he shall so ----

notify the board of managing directors by registered -----
letter, stating exactly the serial numbers of the shares,
the price at which he wishes to sell the shares and the --
person or persons to whom he wishes to transfer the -----
shares. -----
3. Within fourteen days after receipt of the registered --
letter the board of managing directors shall notify the --
other shareholders of its contents. -----
4. Within one month following such notice each -----
shareholder may inform the board of managing directors ---
that he desires to purchase one or more of the shares ----
offered at the price asked therefor or that he wishes the
value of the shares to be estimated by experts. -----
5. In the first case, if no appraisal has been requested -
by any shareholder and unless the offering shareholder ---
then withdraws his offer within one month after he was ---
informed of the number of shares allotted to each -----
prospective buyer and the corresponding price with -----
respect to all the shares offered, the offerer shall be --
under an obligation to transfer the shares to the -----
shareholders who wish to buy his shares, against cash ----
payment or the price asked, provided all the shares -----
offered are purchased. -----
6. When appraisal is desired by one or more shareholders -
they shall appoint three experts in mutual agreement with
the offerer, each of the parties appointing one expert, --
the third being appointed by the other two jointly. -----
7. Within one month after the shareholders have been -----
notified of the value thus appraised, each of them may ---
inform the board of managing directors of his intention --
to purchase one or more of the shares offered, at the ----
appraised value or at the price originally asked, in -----
which case the offerer - unless the appraised value is ---
lower than the price originally asked and/or the offering
shareholder withdraws his offer within one month after he
was informed of the number of shares allotted to each ----
prospective buyer and the corresponding price with -----
respect to all the shares offered, under an obligation to
sell such shares to the shareholders concerned, against --
cash payment and at the value or price selected by the ---
lastmentioned shareholders, provided all the shares -----
offered are purchased. -----
8. If several shareholders state that they are interested
in purchasing as stipulated hereinbefore, the shares -----
shall be allotted by the board of managing directors in --
proportion to each shareholders' holdings whenever -----
possible. If and to the extent such allotment cannot be --
made on that basis, it shall be determined by lot. -----
9. If the shareholders have failed to exercise their -----
right to purchase within the period of time provided, to -

the extent that all of the shares offered are purchased -- either with or without appraisal, the offerer shall be --- free during a six months' period to sell his shares to --- the persons mentioned by him, at the price asked by him -- or at the price appraised (not at a lower price, ----- however), unless the corporation itself decides to ----- purchase the shares offered, with or without appraisal. --

10. When by any other act than by conveyance inter vivos a share shall pass to the ownership of one or more ----- persons entitled to it (for instance, through the death -- of a shareholder or by the division of community ----- property) and the new acquirer is not the widow or ----- widower of a shareholder, or is not as a lineal ----- descendant a lawful relative of a shareholder, the new --- acquirer shall within six months inform the board of ----- managing directors of the acquisition and offer to ----- dispose of the shares as contemplated by this article and the stipulations of this article shall apply accordingly - whenever possible. -----

However, if the shareholders fail to exercise their right to purchase to the extent that all the shares offered are purchased, the offerer shall be entitled to keep the ----- shares, unless the corporation should decide to buy the -- shares itself, with or without appraisal. The offerer is - not entitled to abandon the transfer if the appraised ---- value is lower than the price at which the shares are ---- offered. -----

An obligation to offer as contemplated by this paragraph - shall also exist in case of bankruptcy of a shareholder -- or if he files a petition for an official moratorium, if - his shares are attached or if he otherwise loses control - of his property. -----

11. If a shareholder, who pursuant to the preceding ----- paragraph of this article is obligated to offer his ----- shares, has not within one (1) month after the lapse of -- the aforementioned term of six (6) months offered his ---- shares for transfer in the way described herein before, -- the corporation or a co-shareholder shall be authorized -- to make an unconditional, irrevocable offer in writing to the said person to acquire the shares concerned for ----- payment in cash of the value of the shares concerned. ----

With the acceptance of this offer and if no agreement has been reached with regards to the price, the price of the shares shall be determined by one or more experts to be -- appointed by the Judge upon request of any interested ---- party, the costs of said determination shall be ----- chargeable to the person(s) who have offered to ----- purchase the shares. If the offer is refused or is not --- accepted within the term as stated in the offer, which --- term shall be at least four (4) weeks, the corporation ---

and the shareholders are authorized to enforce -----
compliance. -----

12. If a shareholder - due to the provisions of the law --
is obliged to transfer his share(s) to a former -----
shareholder, this provision shall not be applicable. ----

----- MANAGEMENT -----
----- Article 10 -----

1. The corporation shall be managed by a board of -----
managing directors, consisting of one or more managing ---
directors. -----

Legal entities may also be appointed managing directors --

2. The managing directors shall be appointed by the -----
general meeting and may at any time be suspended or -----
removed from office by said meeting. -----

3. The corporation shall be represented by each of the ---
managing directors severally, also in the event of -----
legal acts with or lawsuits against one or more managing -
directors acting either in a private capacity or -----
qualitate qua. -----

4. The board of managing directors has the power, without
limiting its own responsibility, to appoint attorneys-in-
fact, to determine their powers and the manner in which --
they are to represent the corporation and to sign on its -
behalf. -----

5. 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. -----

6. Each managing director may in his capacity of managing
director appoint by telegram, telefax, telex, e-mail 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. -----

7. When one or more managing directors are absent or ----
otherwise precluded from acting, the remaining managing --
directors shall be responsible for the entire management -
of the corporation; when all the managing directors are --
absent or otherwise precluded from acting, the -----
corporation shall be temporarily managed by a person ----
appointed for that purpose by the general meeting. -----

The person thus appointed shall convoke a general -----
shareholders' 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 thus appointed, shall be limited
to those that cannot be delayed. -----

8. With due observance of the law, especially articles ---
2:14 and 2:16 of the Civil Code, each managing director --
of the corporation, as well as each other person -----
empowered by the board of managing directors or the -----
general meeting to act on behalf of the corporation, -----
shall be held harmless by the corporation from all -----
damages, fines, costs of whatever nature, which were -----
actually and reasonably incurred as a consequence of acts
or omissions committed in a capacity as stated -----
above, resulting from any civil, penal or administrative -
proceeding and/or investigation of fact and law and -----
preliminary legal work, whether or not leading to such ---
proceedings, provided that while performing the act which
caused the liability, he acted in a reasonable and bona --
fide belief, that he was furthering the interests of the -
corporation and provided that his actions were not in ----
contravention with any instructions given to such person -
or with any limitation put on his authority. -----

---- OBLIGATIONS OF THE BOARD OF MANAGING DIRECTORS -----
----- Article 11 -----

The board of managing directors is under obligation to ---
conduct administrative procedures to record the financial
position of the corporation and its operational -----
activities, in accordance with the requirements -----
incidental to such activities, and to maintain the books,
ledgers and other data bases pertaining thereto in such a
manner as to ensure that the rights and obligations of ---
the corporation may at any time be ascertained from same.
Each managing director is entitled to access to all -----
books, ledgers and other data-bases pertaining to which a
legal custodianship or a custodianship under the -----
articles of incorporation is vested in the board of -----
managing directors, insofar as the right to inspect is ---
not restricted by or pursuant to regulation in question --
in relation to one or more members of the board of -----
managing directors. -----

----- MANAGEMENT LIABILITY -----
----- Article 12 -----

1. Each managing director is under the obligation towards
the corporation to appropriately perform the tasks within
his scope of responsibility. -----
2. The tasks of a managing director include all tasks and
duties of management, which have not specifically been ---
entrusted to one or more other managing directors -----
pursuant to or by virtue of law, the articles of -----
incorporation, a corporate agreement or regulations. -----
3. The managing directors to whom certain tasks have ----
been specifically allocated pursuant to paragraph 2 of ---
this article, shall keep the other managing directors ----
informed about the status of such matters in such area. --

4. Each member of the board is responsible for the -----
general course of affairs. He is responsible for the -----
whole regarding mismanagement. -----
Not held liable shall be the managing director, however, -
who in view of the tasks vested in others and the period -
of his employment, is not gravely imputable, provided ----
that he was not negligent in taking the necessary -----
measures to avoid the consequences. -----

5. If, in the event of bankruptcy of the corporation, the
curator should submit a claim pursuant to this article, --
no director shall be entitled to being held harmless on --
the ground of an acquittal and discharge granted by the --
corporation in whichever form or manner. In such event a -
managing director may not invoke compensation either with
any claim he might have on the corporation. -----

----- SUPERVISION -----
----- Article 13 -----

1. The corporation may have a board of supervisory -----
directors, pursuant to a resolution to that effect from --
the general shareholders' meeting having been published --
at the Commercial Register of the Chamber of Commerce of -
the place where the corporation has its statutory -----
domicile. If the general meeting should wish to rescind --
the instituted board of supervisory directors, a -----
resolution to that effect from the general meeting should
be published at such Commercial Register. -----

2. Supervisory directors are appointed by the general ----
meeting and may at any time be suspended or removed from -
office by said meeting. -----

Only natural persons are eligible to be appointed in the -
capacity of supervisory director. -----

3. The supervisory board is entrusted with supervision ---
on the management. In the accomplishment of its tasks and
duties, the supervisory board shall be oriented to and ---
guided by the interests of the corporation and its -----
attendant business enterprise, if any. -----

4. The supervisory board has the power to suspend any ----
managing director. The suspension becomes null and void, -
if the party involved is not dismissed from office within
two months after the date of suspension. -----

5. The board of managing directors shall timely provide --
the supervisory board and the individual supervisory ----
directors with all the data necessary for the proper ----
execution of their tasks, whenever so required. -----

6. In order to prove a resolution of the supervisory ----
board towards third parties, the signature of one -----
supervisory director shall suffice. -----

7. The provisions of article 12 are similarly applicable -
to the supervisory directors. -----

8. Supervisory directors may receive an annual -----

remuneration to be determined by the general meeting, and they are furthermore entitled to reimbursement of the ---- travel-, accommodation- and other expenses incurred by --- them in view of the execution of their tasks and duties -- on behalf of the corporation, shall be reimbursed to ----- them. -----

GENERAL SHAREHOLDERS' MEETING

Article 14

1. General shareholders' meetings shall be held in ----- Curaçao or at any other place to be designated by the ---- board of managing directors. -----

2. Without prejudice to the provision of article 20, ----- paragraph 1, the annual general shareholders' meeting ---- shall be held within nine months after the close of the -- fiscal year of the corporation, unless within nine (9) --- months after the close of the financial year, a ----- resolution was adopted in accordance with article 18, ---- paragraph 1. In said meeting, or else in the ----- aforementioned resolution adopted pursuant to article 18, paragraph 1, inter alia, the following matters shall be -- dealt with -----

a. the board of managing directors shall report on the --- course of business of the corporation and on the ----- management conducted during the past fiscal year. -----

b. the balance sheet and the profit and loss account ---- shall be confirmed and approved after having been ----- submitted along with an explanatory memorandum indicating the standards applied in the valuation of the movable and immovable property of the corporation. -----

Article 15

1. Each managing director and each supervisory director -- have equal authority to convoke a general shareholders' -- meeting. The board of managing directors and the ----- supervisory board are at all times authorized to call the general meeting. -----

2. Parties entitled to vote who either solely or with ---- other parties entitled to vote jointly hold ten percent -- (10%) of the voting power, may request the board of ----- managing directors, or the supervisory board in writing -- (hereinafter to be understood by these articles of ----- incorporation: expressed by serving of a summons, by ---- telegram, telex, telefax, e-mail or other data ----- transmitting means of communication), to call a general -- meeting, in order to elaborate on and resolve any ----- subject, provided that they have a vested reasonable ---- interest in the matter. If the board of managing ----- directors or the supervisory board should not have ----- complied with such a request within fourteen (14) days --- after the date on which the request reached the ----- corporation or the corporate body involved, the -----

applicants may proceed to calling the meeting -----
themselves. -----
3. The meeting shall be convoked in writing and the -----
convening notices shall be sent to the address of the ----
parties entitled to attend the meeting to the extent such
address is known to the corporation. If one or more -----
addresses of the parties entitled to attend the meeting --
are unknown, the convocation shall also be effected by ---
means of an announcement in the official gazette in which
notifications from the government are published. -----
The convocation, as well as all the other documentation --
pertinent thereto, shall also be sent to each managing ---
director and each supervisory director. -----
4. By the right to attend the meeting (attendance right) -
is to be understood the right to attend the general -----
meeting either in person or by a proxy-holder empowered --
in writing and to express oneself at the meeting. The ----
right to attend the meeting is vested in each shareholder
and each party who has voting rights, as well as in each -
managing director and each supervisory director. -----
5. The term of notification shall be not less than five --
(5) days, not counting the date of the convocation, nor --
the day of the meeting. The day upon which the convening -
notices were sent out, shall be considered as the date of
the convocation, or if it should be later, the day upon --
which the announcement was published in the official ----
gazette referred to in the preceding paragraph. -----
The convocation shall state the place of the meeting and -
the subjects to be dealt with. -----
This availability for inspection shall be stated in the --
announcement referred to in the third paragraph, as the --
case may be. -----
6. Subjects that were timely proposed by a party vested --
with voting rights, to be dealt with at the meeting, ----
shall be placed on the agenda, unless such should be in --
contravention of a proper order at the meeting. At any ---
rate the convocation shall state the matters proposed for
discussion. -----
7. In the event that a proposal purporting to an -----
amendment of the articles of incorporation is submitted, a
copy of the proposal, stating the amendment verbatim, ----
shall be sent as well, or shall be made available at the -
office of the corporation for inspection by the -----
shareholders. The accessibility for inspection shall be --
announced in the convocation referred to in the third ----
paragraph, if such should have been effected. -----
8. General meetings shall be presided over by a person to
be designated for that purpose by the meeting. -----
9. Shareholders may be represented at the meeting by a ---
proxy appointed in writing. -----

10. All resolutions of the general and extraordinary -----
 general shareholders' meeting shall be adopted by an -----
 absolute majority of the votes validly cast, unless -----
 otherwise provided by these articles of incorporation. ---
 11. Managing directors and supervisory directors ex -----
 officio have the right to advise at the meeting. -----
 They will be given sufficient time to render advice. -----
 12. In the event of a tie vote in the general meeting a --
 binding advice shall be rendered by a committee -----
 consisting of three experts. The person(s) who voted in --
 favor of the proposal is/are jointly empowered to -----
 appointing an expert, and the person(s) who voted against
 the proposal concerned also jointly have the power to ----
 appoint an expert. The thus appointed experts shall -----
 jointly designate the third expert in mutual -----
 consultation. -----
 If no agreement has been reached regarding the -----
 appointment of the last expert by the two first experts, -
 within one month after the date of the general meeting at
 which there was a tie vote, such expert shall be -----
 designated by the Court of First Instance with -----
 territorial jurisdiction in Curaçao, at the request of ---
 the willing party. -----
 The general meeting shall accept such advice within one --
 week after it has been rendered and shall cast its vote --
 accordingly. -----
 13. When voting on an appointment, the person who has ----
 received the absolute majority of the votes cast, shall --
 be considered elected. If no one has secured such a -----
 majority, a second ballot shall be taken between the two -
 persons who obtained the largest number of votes. -----
 If more than two persons have simultaneously obtained the
 largest number of votes and the same number of votes ----
 then, in deviation of the provisions of paragraph 12 of --
 this article, two of these persons shall be selected by --
 lot and the second ballot shall be taken between these ---
 two persons. If the two persons should receive the same --
 number of votes at the second ballot, the matter shall be
 decided by drawing lots, in deviation of the -----
 provisions of paragraph 12 of this article. -----
 ----- Article 16 -----
 Each share entitles to cast one vote. Abstentions and ----
 invalid votes shall not be counted. -----
 ----- Article 17 -----
 1. A person designated by the general meeting shall -----
 record the deliberations and the resolutions adopted at --
 such meeting. The minutes shall be signed by the chairman
 of the meeting. -----
 2. The signed minutes shall be kept in custody by the ----
 board of managing directors for the prescribed period ----

-stipulated by the law. -----
3. Each party with attendance rights (in Dutch: -----
"vergadergerechtigde") is entitled to receiving a copy of
the minutes. -----

----- RESOLUTIONS OF THE SHAREHOLDERS ADOPTED OUTSIDE -----
----- OF A GENERAL SHAREHOLDERS' MEETING -----

----- Article 18 -----

1. A resolution of the general meeting may also be -----
adopted alternatively by casting votes in writing without
holding a meeting, provided that all parties with -----
attendance rights consent to this manner of consultation.
Managing directors and supervisory directors ex officio --
have the right to advice in the decision-making procedure
without holding a meeting. They will be given sufficient
time to render advice. -----

2. The provision of article 15 paragraphs 10 and 12 and --
article 17 shall be similarly applicable. -----

----- FISCAL YEAR -----

----- Article 19 -----

The fiscal year of the corporation coincides with the ----
calendar year. -----

----- BALANCE SHEET, PROFIT AND LOSS ACCOUNT -----

----- Article 20 -----

1. Annually within eight (8) months after the end of the -
fiscal year, except for an extension of this term by six -
(6) months at most by the general meeting because of ----
special circumstances, the board of managing directors --
shall draw up the annual accounts, at least consisting of
a balance sheet, a profit and loss account and an -----
explanatory memorandum on these documents. -----

2. The drafted annual accounts shall be signed by all the
managing directors and all the supervisory directors. If -
the signature of one of them should be lacking, the -----
reason there for shall be communicated. -----

3. The drafted annual accounts shall be submitted to the -
general meeting for its confirmation and approval. -----

4. The drafted annual accounts shall be made available at
the office of the corporation for inspection by the -----
shareholders or their proxies from the date of the -----
summons to the general meeting at which these documents --
are to be approved until the close of said meeting. -----

5. The general meeting has the power to appoint an -----
external expert to regularly supervise the accounting ----
procedures, as well as to render an account to the -----
general meeting on the annual accounts drafted by the ----
board of managing directors. -----

----- DISTRIBUTION OF PROFITS -----

----- Article 21 -----

1. In immediate correlation with the approval of the ----
annual accounts, the general meeting shall decide on ----

whether or not to distribute or withhold any dividends or make any other distributions from the equity as ----- evidenced by the annual accounts. -----

2. The board of managing directors is authorized to ----- decide on interim distributions for the account of a ----- current fiscal year or a past fiscal year, of which the -- annual accounts have not yet been confirmed and approved.

----- Article 22 -----

No distributions shall be made to the shareholders if the equity of the corporation should be less than the nominal capital or if the equity of the corporation should ----- thereby become less than the nominal capital of the ----- corporation. -----

----- CORPORATE AGREEMENT -----

----- Article 23 -----

1. The corporation is authorized to become a party to an agreement between itself and its shareholders: to be ----- referred to hereinafter as the corporate agreement ----- pursuant to article 2:127 of the Civil Code. -----

2. Provisions in an agreement as referred to in this ----- article are null and void to the extent that they would -- entail consequences which are in violation of the law or - the articles of incorporation. -----

----- CONVERSION, MERGER AND DEMERGER -----

----- Article 24 -----

1. In accordance with the provision of Sections 2:300 and the following of the Civil Code, the corporation has the - power to be converted into another legal form. -----

2. In accordance with the provision of Sections 2:304 and the following of the Civil Code, the corporation has the - power to be converted into a foreign legal entity, ----- provided that as a consequence thereof the ----- corporation continues its existence in the elected legal - form subject to the pertinent foreign law governing such a foreign legal entity. -----

3. The provision of Section 2:309 and the following of --- the Civil Code shall be similarly applicable to a merger, if any, in which the corporation is engaged. As the ----- disappearing or acquiring corporation pursuant to article 2:309 and the following of the Civil Code a foreign ----- corporation with a comparable legal status may also be --- involved, provided that the governing law of such foreign corporation does not oppose the merger or the manner in -- which it has come into being.-----

4. The provision of Section 2:335 and the following of --- the Civil Code shall be applicable to a demerger, if any, to which the corporation is a party. -----

5. Resolutions of the general meeting concerning a ----- conversion, a merger or a demerger shall be similarly ----

subject to the provision of article 25, paragraph 1 and --
2. -----
----- AMENDMENT OF THE ARTICLES OF INCORPORATION ----
----- AND DISSOLUTION OF THE CORPORATION -----
----- Article 25 -----
1. Resolutions on amendment of the articles of -----
incorporation or dissolution of the corporation may only -
be adopted by a majority of at least three/fourths (3/4) -
of the votes cast at a general meeting in which at least -
three/fourths (3/4) of the nominal capital is -----
represented. -----
2. If the capital required is not represented at the -----
meeting, a second meeting shall be called, to be held ----
within two (2) months after the first, at which second ---
meeting valid resolutions may then be adopted on such ----
subjects, by a three/fourths (3/4) majority of the votes -
cast, regardless of the capital represented at the second
meeting. -----
3. In the event of dissolution of the corporation the ----
liquidation shall take place subject to such terms and ---
conditions as laid down by the general shareholders' ----
meeting. -----
4. If the profit and loss account of the fiscal year -----
ending on the date of the dissolution of the corporation -
should indicate a profit balance, this balance shall be --
distributed in accordance with the provision in article --
21 of these articles of incorporation. -----
5. The surplus balance after liquidation shall be -----
distributed to the shareholders in proportion to the ----
amounts paid up on each share. -----
6. After completion of the liquidation procedure the -----
books and records of the corporation shall be kept in the
custody of the liquidator or a custodian designated for --
that purpose by the general meeting during the period ---
stipulated by the law. -----
Finally, the appearer, acting as aforementioned, stated: -
- that the first fiscal year shall commence at the day of
incorporation of the corporation and shall continue up to
the thirty-first day inclusive of December, of the year --
two thousand and twenty-two; -----
- that -contrary to the aforementioned manner of -----
appointment- for the first time (SMES) Solutions for -----
Management and Employment Support N.V., aforementioned, --
is appointed as managing director of the corporation; ----
- that at the time of its incorporation, the nominal ----
capital amounts to one United States dollar (US\$.1.00) ---
consisting of one (1) share, with a nominal value of one -
United States dollar (US\$.1.00), numbered 1, which share -
is hereby issued to, subscribed for and accepted by the --
aforementioned incorporator; -----

- that the consideration for the issued share, referred --
to in article 2:107 paragraphs 1 and 2 of the Civil Code,
is immediately and unconditionally payable after one (1) -
month after incorporation and will be paid in cash; -----
- that, as evidenced by a statement of the incorporator, -
at the time of its inception the equity of the -----
corporation is at least equal to its nominal capital. ----
The identities of the person appearing and of the company
mentioned on the first page 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: J.R. Michel; M.L. Alexander. -----

ISSUED AS A TRUE COPY!



[Handwritten signature in blue ink]