

I the undersigned hereby certify that this document is a true copy of the original document which I have seen and verified today the \_\_\_\_/\_\_\_\_/\_\_\_\_

Certifier's Name: Seyed Navid Zahedi  
Certifier's Profession: Attorney at Law  
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Signature:

**Incorporation of  
NG Gaming N.V.**

Upon this fifteenth day of March two thousand twenty-one, appeared before me, Fanny Joan Cloose-Fung-A-Loi, civil law notary, officiating in Curaçao: —  
Mrs. Mandy Ann Beaujon-Berends, a junior civil-law notary, residing in —  
Curaçao with address of office at Neptunusweg 52, born in Curaçao, on —  
December 6<sup>th</sup>, 1979, and acting in her capacity of proxy in writing of- and  
thus legally representing the limited liability company "**Mastantu N.V.**", —  
established in Curaçao, with address of office in Curaçao at Landhuis —  
Groot Kwartier, Groot Kwartierweg 12, registered at the Chamber of —  
Commerce & Industry of Curaçao under number 140127. —

Said proxy appears from a power of attorney, which is attached to a deed, —  
executed before me, civil law notary, on May 23<sup>rd</sup>, 2016. —

The appearer, acting as aforementioned, stated that "**Mastantu N.V.**" by —  
these presents incorporates a limited liability company which shall be —  
governed by the following articles of association: —

**Name and Registered Office** —

**Article 1** —

1. The company bears the name: "**NG Gaming N.V.**" and is established in —  
Curaçao. —

In foreign trade the company may use instead of the abbreviation "N.V." —  
in French and Spanish the abbreviation "S.A." and in English the —  
abbreviation "Inc.". —

2. The registered office of the company is located in Curaçao. —

3. The company has been incorporated for an indefinite period of time. —

**Purpose** —

**Article 2** —

1. The purpose 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, 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 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 par value of one —

Euro (€ 1.00) 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 2:102 paragraph 5 and 2:108a paragraph 1 of the Civil Code of Curaçao.
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 mentioned 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 day on which a change was made is mentioned for each change 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 registered 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 with an extract from the register relating to his right to a share —  
free of charge. 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 (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.

#### **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.
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 of managing directors 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 of managing directors decides by an absolute majority of the votes cast. In the event of a tie, the general meeting decides. \_\_\_\_\_
6. The board of managing directors may establish regulations in which matters relating to it internally are stated. In that context, the board can determine, among other things, how the activities are divided among themselves. The general meeting may determine that the regulations are subject to its approval. \_\_\_\_\_
  7. The board of managing directors 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. Meetings of the board of managing directors 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. The board of managing directors shall require the prior written approval from the general meeting for resolutions regarding the following matters:
  - a. encumbering or alienating of assets of the company; \_\_\_\_\_
  - b. transferring and/or encumbering of the shares of the company; \_\_\_\_\_
  - c. entering into settlement agreements and binding the company as a surety or joint and several debtor; \_\_\_\_\_
  - d. participating in or taking over other companies or enterprises, changing the size of such participation, entering into mergers or other partnerships with or accepting the management of other companies or enterprises; \_\_\_\_\_
  - e. entering into credit agreements and bond loans at the expense of the company, borrowing money in another way and lending money, with the exception of transactions pertaining to current account transactions with banker(s) of the company and with the exception of the use of a bank credit granted by the latter; and/or \_\_\_\_\_
  - f. granting loans with a view to taking or obtaining shares in its capital or depositary receipts thereof. \_\_\_\_\_
3. 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 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.
4. The general meeting is authorized to engage an external expert in order to regularly supervise the accounts and to report to the general meeting on the annual accounts drawn up by the board of managing directors.

### **Approval of the annual accounts**

#### **Article 17**

The annual accounts shall be approved by the general meeting.  
The annual report shall be drawn up by the board of managing directors.

### **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. Within the limits of the law and these articles, all powers that have not been designated to the board of managing directors or another corporate body of the company, are designated to the general meeting.
2. General meetings of shareholders shall be held in Curaçao.
3. 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.
4. 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.
5. 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, representing at least one/tenth (1/10) of the nominal capital, 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 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 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 merge 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. 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 declarations** —

The appearer, acting as aforementioned, declared finally: —

1. to hereby - in deviation from the foregoing as regards the manner of — appointment - appoint for the first time as managing director A of the — company: the limited liability company "**Emoore N.V.**", established in — Curaçao, with office address Landhuis Groot Kwartier, Groot — Kwartierweg 12, in Curacao, registered in the Commercial Register of — the Curaçao Chamber of Commerce & Industry under number 98108; —
2. that the first financial year of the company shall end on the 31<sup>st</sup> day of — December 2021; —
3. to hereby issue and transfer ten (10) shares numbered 1 through 10 to — the incorporator Mastantu N.V. aforementioned, on behalf of whom the — appearer declared to accept the ownership of such share under the — obligation to pay at least ten Euro (€ 10.00) to the company immediately after the execution of this deed; —
4. that the equity of the company is equal to the nominal capital. —

The appearer is known to me, civil law notary. —

**WHEREUPON THIS DEED** is drawn up in an original in Curaçao on the — date specified in the head of this deed. —

The substantive contents of this deed having been communicated to the — appearer, she has agreed to have been informed of the contents of this — deed and declined a full reading thereof. —

Following an abridged reading, this deed is without further delay signed by — the appearer and by me, civil law notary. —

(signatures)

ISSUED FOR TRUE COPY:



A handwritten signature in blue ink, consisting of a series of loops and a long horizontal stroke extending to the right.

