

Incorporation of
Chancers Technology B.V.

On this eighteenth day of March two thousand sixteen, appeared before me, Henri Theodoor Marie Burgers, a civil-law notary, officiating in Curaçao: —

Mrs. Mandy Ann Berends, a junior civil-law notary, residing in Curaçao — with address of office at 52 Neptunusweg, born in Curaçao on December 6th, 1979, acting in her capacity of proxy in writing of the limited liability — company "**Liqop N.V.**", established in Curaçao, with address of office at Emancipatie Boulevard 31, registered at the commercial register of the — Chamber of Commerce & Industry of Curaçao under number 88008, and as such representing said company. —

Said proxy appears from a power of attorney that has been attached to a — deed, executed before me, the notary, on the 13th of October 2009, and — which power of attorney has been evidenced sufficiently to me, the notary. —

The appearer, acting in her aforementioned capacity, stated that "**Liqop N.V.**", aforementioned, is establishing a private company with limited liability which shall be governed by the following Articles: —

Name and Registered Office —

Article 1 —

1. The company bears the name: "**Chancers Technology 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: —

a. to engage in financing activities (in Dutch: het verrichten van — kredietuit-zettingen); —

b. to invest hits resources in securities and deposit accounts (in Dutch: — het doen van beleggingen in effecten en deposito's); —

c. to give licenses for the use of intellectual and industrial owner rights — and equal kind of property rights or user rights under the Curaçao — laws or laws from other countries (in Dutch: het in licentie geven van — intellect-tuele en industriële eigendomsrechten - en soortgelijke — vermogens-rechten of gebruiksrechten naar het recht van Curaçao — en naar het recht - van andere landen). —

2. The company is not allowed to engage in activities which would result in its falling under the supervision – of the Central Bank of Curaçao and St. Maarten as a bank or other financial institution.
3. The company may request the Inspector of Taxes to be considered as an Exempt Company (in Dutch: Vrijgestelde Vennootschap) and at a later date may request to be no longer considered as such.

Capital and Shares

Article 3

The capital of the company consists of shares with a par value of one United States dollar (USD. 1.00) each.

Article 4

1. All shares shall be registered by name and shall be numbered in the manner determined by the board of managing directors.
2. Share certificates shall be issued on request of a shareholder.

Article 5

1. a. Shares (including the granting of rights to acquire shares) shall be issued pursuant to a resolution of the general meeting of shareholders, hereafter referred to in these articles as the "general meeting".
 - b. The general meeting shall determine both the issue price and the conditions for issue in accordance with these articles.
2. Each shareholder shall have a preferential right of subscription to any issue of shares pro rata to the total amount of his shares. A preferential right of subscription shall not be assignable.

Article 6

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

Registers

Article 7

1. The board of managing directors shall keep a register of shares in which the name and address of every shareholder, together with the date on which the holder's shares were acquired and the date of acknowledgement or service, the paid up value of each share and the obligation to pay a capital surplus, if any, as well whether or not a share certificate has been issued, shall be entered. The register shall be regularly maintained.
2. The register shall also contain the name and address of every person who possesses a usufructuary right in respect of shares or a pledge of shares, together with the date on which the such right or pledge was acquired and the date of acknowledgement or service;
3. In respect of any person entered in the register as possessing a usufructuary right in respect of shares or a pledge of shares, the register shall specify which person is entitled to vote on the shares.
4. Each grant of release from liability in respect of a current shortfall on the full payment of shares as well as, in respect of the grant of a release—

- from liability for a call for payment of shares, the date of the release, _____ shall be entered in the register of shares. _____
5. Every person entered in the register of shares is obliged to ensure that _____ the company is in possession of his address. _____
 6. The board of managing directors shall issue upon request to every _____ person entered in the register of shares a share certificate or an extract _____ from the register of shares pertaining to that person's rights in respect of _____ shares. If a usufructuary right in respect of shares or pledge exists the _____ extract shall specify the information referred to in paragraph 3 above. _____
 7. The board of managing directors shall keep the register of shares at the _____ office of the company for inspection by shareholders. _____
 8. In case the shareholder of the company is a legal entity, then the board _____ of managing directors must also maintain a register, into which the _____ information mentioned in paragraphs 1 and 2 of this article is inserted _____ with respect to those ultimate beneficial owners of such legal entity, who _____ have an interest of more than ten percent (10%) in the equity of the _____ company. _____

Right of use/pledge

Article 8

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

Joint property

Article 9

Where shares, including restricted rights thereto, are held jointly the _____ partners may choose to be represented in dealings with the company by not _____ more than one person communicated to the company in writing. _____

Acquisition of own shares

Article 10

1. The acquisition by the company of shares in its capital that have not _____ been fully paid up shall be void. _____
2. Fully paid up shares in the company may be acquired by the company _____ only where all the following provisions have been met: _____
 - a. the resolution to acquire fully paid up shares in the company shall be _____ taken by the general meeting; _____
 - b. the equity of the company, less the acquisition price, is at least equal _____ to or more than the total nominal value capital; _____
 - c. after the acquisition of the shares by the company at least one share _____ shall remain outstanding with others than the company itself. _____
3. The general meeting has the power to resolve to cancel one or more _____ shares of the company held in its own capital. _____
4. The general meeting has the power to resolve to wholly or partially pay _____ back to the shareholders the amount of the paid in capital or to exempt _____ the shareholders from their obligation to pay up the shares, provided that _____ after such repayment or exemption the equity of the company is at least _____ equal to or more than the total nominal value of the issued capital. _____

Transfer of Shares

Article 11

1. A transfer of shares or of a restricted right thereto requires a deed of transfer, which transfer shall be recognized by the company or served by a bailiff on the company.
2. In case a share certificate has been issued, the transfer shall be endorsed on the share certificate and shall be recognized by the company on the same certificate or by written recognition of the transfer to the acquirer of the shares. The managing board may decide that the share certificate be handed over to the company and to issue new share certificate(s) to the acquirer(s).

Restrictions of transfer/general duty of notification

Article 12

1. A transfer of shares is contingent on the shares first having been offered for sale to the shareholders in the manner prescribed in the following paragraphs.
2. The shareholder, hereinafter referred to as "offeror", shall notify the board of managing directors of the shares he wishes to transfer.
3. Such notification shall constitute an offer to the co-shareholders to sell the shares. Where the company holds shares in the company's capital it shall be understood as being a co-shareholder only if the offeror in his offer has agreed thereto.
The share price shall, unless the shareholders unanimously agree otherwise, be determined by one or more independent experts to be appointed by the shareholders by mutual agreement. If the shareholders fail to reach agreement on this matter within six weeks of receipt of notice of the offer referred to in paragraph 5 below, a petition to appoint three independent experts shall be brought by either party before the Court of First Instance in Curaçao.
4. The experts referred to in the preceding paragraph shall be empowered to inspect the books and documents of the company and to obtain any information assisting the task of valuation.
5. The board of managing directors shall within fourteen days of receipt of the notification referred to in paragraph 2 notify the co-shareholders of the offer made by the offeror and shall notify each shareholder of the share price within fourteen days of the share price being established by the experts or agreed by the shareholders.
6. Notwithstanding what is provided in paragraph 8, the board of managing directors, if notified by each co-shareholder within the period stipulated in that paragraph, shall without delay notify the offeror that the offer has not or not fully been taken up.
7. Shareholders who intend to purchase the shares offered for sale shall notify the board of managing directors of that intention within thirty days of receiving notification of the share price in accordance with paragraph 5.
8. The board of managing directors shall allot the offered shares to the applicants and shall notify the offeror and each shareholder of the

allocation within fourteen days of expiry of the period specified in _____ paragraph 7. _____

To the extent that the shares have not been allotted the board of _____ managing directors shall notify the offeror and each shareholder of that fact within the period referred to in this paragraph. _____

9. The shares shall be allotted by the board of managing directors as _____ follows: _____
- a. pro rata to the nominal value of the shares held by the applicants; _____
 - b. shares may be allotted to the company only if no application for such shares has been made by the other co-shareholders; _____
 - c. to the extent that shares cannot be allotted on the basis of _____ proportionality the allotment shall be determined by the drawing of _____ lots; _____

on the understanding in all matters that no-one may be allotted a greater number of shares than that applicant has applied for. _____

10. The offeror may withdraw his offer at any time provided he does so _____ within one month after he has been notified of the shareholders to whom and at what price he may sell the shares offered. _____
11. The shares sold shall, against immediate payment of the purchase price, be transferred within eight days of expiration of the period during which _____ the offer may be withdrawn. _____
12. The offeror may freely transfer the offered shares within a period of three months following the notification referred to in paragraph 8 has been _____ given that the offer has not or not fully been taken up. _____
13. The experts referred to in paragraph 3 shall determine fairly who shall _____ bear the costs of valuation. They may determine that the company shall _____ bear the costs wholly or in part. _____
14. The provisions of this Article shall, as far as possible, apply mutatis _____ mutandis to the disposal of shares purchased or otherwise acquired by _____ the company. _____
15. The provisions of this Article shall not apply to transfers to which every _____ shareholder has notified the company that observance of the provisions _____ may be waived. _____

Transfers of shares may then take place only within the succeeding _____ period of three months. _____

Special duty of notification _____

Article 13 _____

1. In the event of the death, grant of suspension of payment, bankruptcy, _____ guardianship or dissolution of the matrimonial property regime of a _____ shareholder otherwise than upon death, as well as upon the dissolution _____ of a legal person being a shareholder and where a legal person being a _____ shareholder ceases to exist in consequence of a legal merger, the _____ shares shall be offered to the company in accordance with the following _____ paragraphs. _____
2. If an obligation exists to offer shares for sale the provisions of Article 12 _____ shall apply mutatis mutandis except that the offeror: _____

- a. shall not have the right to withdraw the offer in accordance with paragraph 10 of that Article;
 - b. may retain the shares where the offer has not or not fully been taken up.
3. The person under an obligation to offer for sale one or more shares shall within thirty days of the obligation arising - in the case referred to in paragraph 6 under b, upon expiration of the period of time referred to in that paragraph - notify the board of managing directors of the offer to sell. In the absence of notification the board of managing directors shall inform the person under the obligation to offer shares for sale of such failure to notify and bring the terms of the preceding sentence to his attention.
- If that person still fails to notify the company within eight days the company shall offer the shares for sale on behalf of the shareholder concerned and if all of the shares offered for sale are taken up shall transfer the shares to the purchaser(s) upon payment of the purchase price. The company possesses an irrevocable power so to act.
4. The company shall, in the event of a transfer of shares pursuant to the preceding paragraph, pay to the person or persons on whose behalf the offer was made the net balance of the purchase price after deduction of any costs attaching to the transaction.
5. In consequence of the obligation to offer shares for sale pursuant to the provisions of this Article and while that obligation exists, the rights attaching to a share, in so far as the shareholder is entitled to such rights, cannot be exercised while and for as long as the shareholder fails to fulfil that obligation.
6. The provisions of paragraph 1 shall not apply:
- a. where all the remaining shareholders have given notice of waiver of the obligation to satisfy those provisions;
 - b. where, in the event of the dissolution of the matrimonial property regime otherwise than upon the death of a shareholder, the shares are transferred within a period of twenty-four months of the dissolution to the spouse to whose share of the matrimonial property the shares attach.

Management of the company

Article 14

1. The management of the company shall be borne by the board of managing directors which shall consist of one or more managing directors. Legal entities may also act as managing directors. Only natural persons, residing in Curaçao, natural persons and legal entities who have a permit under the National Ordinance on the supervision of Trust Service Providers and their managing directors and employees may 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 or more persons who shall be charged with temporary management of the company. Said persons need to be natural persons residing in Curaçao or a natural person or legal entity that has a permit under the National Ordinance on the Supervision of Trust Service Providers. Every shareholder shall be entitled to convene such general meeting.

Representation

Article 15

1. The board of managing directors shall represent the company. The authority to represent the company shall vest in every managing director individually.
2. In case of legal actions with or legal procedures against a managing director of the company, this managing director is under the obligation to inform the general meeting about the conflicting interests 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.

Annual accounts

Article 16

1. The financial year for the company shall be the calendar year.
2. The board of managing directors shall prepare annually, within a period of eight (8) months from the end of the company's financial year, save where such period is extended by a maximum period of four 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 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 reports 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. An external expert shall be appointed, who will regularly supervise the accounting procedures and will render a report to the general shareholders' meeting concerning the annual accounts, drawn up by the board of managing directors.

5. The board of managing directors will ensure that the expert as meant in paragraph 4 of this article will provide a statement to the effect that the balance sheet, the profit and loss account and the explanatory statement are in accordance with generally accepted accountancy standards.

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. Profits shall be at the unfettered disposal of the general meeting.
Each share is equally entitled to the profits to be distributed.
2. The company may distribute the profits available for distribution to the shareholders and other persons with a claim to such profits only to the extent that the amount of the equity of the company after such distribution is at least equal to or more than the total nominal amount of the issued shares.
3. Any distribution of profits shall be made after approval of the annual accounts from which it appears that any such distribution is permitted.
4. Shares held by the company in its own capital shall not be included in computing the distribution of profits, unless such shares are subject to a right of user or registered depository receipts for such shares have been issued with the co-operation of the company.
5. The board of managing directors shall not make an interim distribution of profits unless the provision of paragraph 2 has been satisfied.

Dividends

Article 19

The dividend paid on shares may be claimed by the shareholder one month after approval of the annual accounts unless the general meeting determines another period. Such claims shall become prescribed upon expiry of a period of five (5) years.
A dividend not claimed within a period of five years from the moment such claim may be entered shall vest in the company.

The General Meeting of Shareholders

Article 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 months from the end of the company's financial year.
The following shall be treated during that meeting:
 - a. the annual accounts;
 - b. proposals placed on the agenda by the board of managing directors or by one or more shareholders. Proposals by shareholders or other persons with the right to vote on shares must be submitted in writing,

- with an explanatory note, to the board of managing directors before—
the notice convening the meeting is sent; _____
- c. the designation of a person meant in paragraph 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, unless the resolution is passed _____
unanimously at a meeting attended by every shareholder and any —
other person who has a right to vote on shares, or at which such _____
persons are represented. _____
3. In respect of a decision establishing a period of extension within the _____
meaning of Article 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 convene them. The board of managing directors shall be _____
obliged to convene a general meeting when requested in writing with a —
detailed explanation of the business to be considered by one or more —
shareholders. _____

Convening the General Meeting _____

Article 21 _____

1. Each shareholder is entitled to attend, either in person or by written _____
proxy, the general meeting and to address the meeting. _____
Shares for which no votes may be cast shall not be taken into account in
determining to what extent a shareholder is present or represented. _____
2. Shareholders and the persons who have a right to vote on shares shall—
be summoned to a general meeting by written notice specifying a period—
of summons of at least five days, excluding the day of dispatch and the—
day of receipt. The convening notice shall be sent to the addresses of—
the shareholders and the persons who have a right to vote on shares —
entered in the register of shareholders. In case the address of one or —
more shareholders is not known, the convocation must be published in —
the official gazette of Curaçao. _____
3. Without prejudice to the statutory provisions or the law relating to special
decisions such as those in respect of legal merger and amendment of—
the articles of association, the convening notice shall state the business —
to be considered. _____
4. If the requirements of the paragraphs 2 and 3 of this article were not met
no legally valid resolutions may be passed except unanimously at a _____
meeting attended by every shareholder and other persons with the right —
to vote on shares or at which such persons are represented. _____
5. A managing director is authorized 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 the secretary _____ appointed by the general meeting.
2. The board of managing directors shall be empowered to order that a _____ notarial report of the business transacted at the general meeting shall be executed, the costs thereof to be borne by the company.
3. If a notarial report is not executed, the minutes of the business _____ transacted at the general meeting shall be signed by the chairman and _____ by the secretary who took the minutes during that meeting as complete _____ and final.
4. The board of managing directors shall keep the minutes of the general _____ meeting for a period of at least ten years at the office of the company for _____ inspection by any shareholder or any other person who has a right of _____ pledge or a usufructuary right on shares, at whose request a copy of _____ such minutes shall be issued at not more than cost price.

Passing of resolutions

Article 23

1. Each share shall entitle the shareholder to cast one 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 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 general meeting may also be taken _____ outside such meeting provided every person with the right to vote with _____ regard to the proposal concerned, whether or not by any electronic means _____ of transmission, has cast his vote. All shareholders and all managing _____ directors shall receive in due time a message with regard to the intended _____ passing of resolutions without a meeting being held.

Special resolutions

Article 25

1. A resolution to amend these articles or to wind up the company shall be — passed only in a general meeting at which not less than a minimum of — two thirds of the issued capital is represented and by a majority of not — less than three quarters of the votes cast. —
A resolution to merge may only be taken unanimously at a general — meeting of shareholders at which two thirds of the issued capital is — represented. —
2. If the capital referred to in the preceding paragraph is not represented — another meeting shall be convened and shall be held within one month — but not earlier than fifteen 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 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. Liquidation of the company upon its winding up shall be done by the — board of managing directors, unless the general meeting determines — otherwise. —
2. These articles shall, as far as possible, remain in force during the — liquidation. The provisions relating to managing directors shall apply to — the liquidators. —
3. Any credit balance in the liquidation account remaining after satisfaction — of creditors shall be distributed to the shareholders pro rata to the shares held by each shareholder. —
4. The company shall continue to exist after winding up to the extent that — such continued existence shall be required for the purposes of — liquidating the assets of the company only. —

Final Provision

Article 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 Declaration

The appearer, acting as aforementioned, declared finally: —

1. that the limited liability company "**e-Management N.V.**", established in —
Curaçao, with office address at Emancipatie Boulevard 31, is appointed —
managing director of the company for the first time; _____
2. that the first financial year of the company shall run from this date up to —
and including December 31st, 2016; _____
3. that hereby five thousand (5,000) shares, numbered 1 up to and _____
including 5,000, representing an issued capital of five thousand United —
States dollar (USD. 5,000.00) are issued upon incorporation and _____
transferred to the incorporator, which shares are hereby accepted in _____
ownership by the incorporator under the obligation to pay within three —
weeks from today at least five thousand United States dollar _____
(USD. 5,000.00) to the company; _____
4. that according to the attached declaration the net asset value of the —
company is equal to the nominal capital of the company. _____

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

(signatures)

ISSUED FOR TRUE COPY:



[Handwritten signature]

Seen for legalization of the signature of

Mr. H. Th. M. Burgers

by me *Riche May*

Director of the Directory for Foreign Relations

Curaçao, 06 JUL 2016

