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B.J.F. Stuart, LL.M.
Lawyer

T: (+5999) 747-1401

Landhuis Groot Kwartier
Groot Kwartierweg 12
Willemstad, Curaçao

Incorporation of
W&C N.V.

Curaçao,

SEP 26 2022

Upon this nineteenth day of December two thousand and seventeen, _____
appeared before me, Mr. Henri Theodoor Marie Burgers, LL.M., a former _____
civil-law notary, designated to act as substitute civil law notary of my vacant-
office in Curaçao: _____

Mrs. Mandy Ann Beaujon-Berends, a junior civil law notary, residing in _____
Curaçao with address of office at 52 Neptunusweg, born in Curaçao, on _____
December 6th, 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, the notary, on May 23rd, 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: "**W&C N.V.**" and is established in _____
Curaçao. _____

In foreign trade the company may use instead of the abbreviation "N.V." _____
in French 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. _____

OBJECT _____

Article 2 _____

1. The object of the company is to organize, market, promote, manage, _____
support and operate all types of remote gaming activities, comprising all-
types of games, betting and other operation of betting exchange, _____
interactive casinos, bingos, lotteries and other interactive games and _____
entertainment. _____

2. The business of the company shall exclusively be conducted in an _____
economic zone as expressed in the National Ordinance dated the twelfth
day of February two thousand and one (P.B. 2001, number 18). _____

3. The company is authorized to enter into a corporate agreement (in Dutch
'*vennootschappelijke overeenkomst*') as meant in article 2:127 of the _____
Civil Code. _____

DURATION _____

Article 3 _____

4. With respect to an obligation to pay a call or additional calls on a share, —
the company's opposite party may never claim a setoff. _____

TREASURY SHARES _____

Article 7 _____

1. The company may not subscribe for its own shares. _____
2. The company may acquire for its own account, for valuable _____
consideration, fully paid shares in its capital, provided at least one _____
participating share shall remain outstanding with others than the _____
company itself. _____
3. The authority to acquire the shares referred to in the preceding _____
paragraph shall rest with the Management Board. _____
4. Payment of the purchase price cannot be made if the company's equity —
would become less than the nominal capital. _____
5. So long as the company holds treasury shares, be this directly or _____
indirectly, the rights attaching thereto shall not be capable of being _____
exercised. _____
6. The Management Board shall have the authority to resolve to cancel the _____
shares held by the company in its own capital. _____

KINDS OF SHARES, SHARE CERTIFICATES AND SHAREHOLDERS' REGISTER _____

Article 8 _____

1. A share shall be put to the shareholder's name. _____
2. Share certificates may be issued for the shares at the shareholder's _____
request. The value of the call paid and any obligation to pay additional _____
calls shall be stated on such certificate. The subsequent bona fide _____
acquirer cannot be met with the objection that the statement thus made —
by the company on the certificate concerning the payment of a call or the
obligation to pay additional calls, is incorrect or incomplete. _____
3. All expenses relating to the issue of share certificates shall be charged —
to the shareholder concerned. _____
4. At a shareholder's request, share certificates may be issued for several —
shares jointly. The holder of such a share certificate at any time may _____
demand its conversion into a share certificate representing a different _____
number of shares. The provision of paragraph 2 of this article shall apply
analogously. _____
5. Share certificates shall be signed by a managing director or by a person —
appointed for that purpose by the Management Board. _____
6. At the discretion of the Management Board each share certificate may —
be provided with a set of dividend coupons and a talon entitling the _____
holder to obtain a new set of dividend coupons. _____
7. The dividend coupons and the talon shall bear the same serial number —
as the share certificate to which they belong. If dividend coupons have —
been issued, payment of dividends shall be made against surrender of a
dividend coupon, which shall serve as a full discharge in connection with
the payment made by the company. _____

Article 9 _____

- additional calls, then the acknowledgement can take place only if the deed of transfer bears a fixed date.
3. If a share certificate has been issued by the company, such document, provided with an endorsement for transfer, signed by the parties, may constitute the deed of transfer. In such case the acknowledgement or serving can take place only following the surrender of the share certificate issued, this without prejudice to the right of the successive holder to receive a share certificate issued to his name in accordance with article 8 paragraph 2.
 4. There shall be an exception to this last mentioned provision if the alienator proves to the satisfaction of the company that his share certificate has been lost. The alienator invoking this provision shall be liable as against the company and third parties for any damage to be suffered in consequence hereof.
 5. The transfer and the day thereof shall be entered in the register referred to in article 10.

USUFRUCT AND PLEDGE ON SHARES

Article 12

1. Unless otherwise provided when establishing the usufruct, the voting right and other controlling rights shall belong to the shareholder.
2. A pledge may be established on the shares. No voting right may be granted to the pledgee.

SHARES IN A COMMUNITY OF PROPERTY

Article 13

1. If shares or limited rights thereto should belong to a community, the joint-owners may cause themselves to be represented as against the company only by one person to be designated by them in writing.
2. Article 11 shall apply also in the event of an apportionment of shares from a community.

MANAGEMENT

Article 14

1. The company shall be managed by a Management Board consisting of: — one or more managing directors A and one or more managing directors — B, if appointed.
2. Legal entities may also be appointed managing director.
3. In the performance of its tasks, the Management Board shall be guided — by the interests of the company and, insofar as there is a question of — this, the enterprise connected with it.
4. Individual managing directors shall exercise their powers with due — observance of the resolutions of the Management Board.
5. The Management Board shall divide its tasks among its members by — common accord. By-laws may be drawn up by the Management Board — to regulate the internal affairs of the said board.
6. The Management Board may adopt resolutions in a meeting and without — a meeting being held. The Management Board may hold its meetings at —

managing directors to whom certain tasks have been assigned pursuant to the second paragraph of this article shall keep the other managing directors informed on a regular basis of the state of affairs in the field of such tasks.

4. The liability in respect of the provisions laid down in paragraphs one to three, inclusive, of this article shall be in several for all the managing directors. However, the managing director who, also considering the scope of his work and the period during which he has been in office, proves that he cannot be blamed for the improper performance of duties and that he has not been negligent in taking measures to avert the consequences thereof, shall not be liable.
5. If, in the event of the company's bankruptcy, a claim is instituted by the trustee in bankruptcy on account of this article, the managing director shall not be entitled to rely on a discharge granted by the company in any way or form. In this case the managing director shall not be capable either of relying on a setoff against a claim on the company.

APPOINTMENT, SUSPENSION, DISMISSAL AND REMUNERATION OF MANAGING DIRECTORS

Article 16

1. The managing directors shall be appointed by the general meeting of shareholders, which body shall also determine the number of managing directors. When appointing the managing directors, the general meeting of shareholders may grant the following titles to each of the managing directors: Chairman, Vice-Chairman, President, Vice-President, Treasurer, Controller, Secretary, Assistant Treasurer, Assistant Controller and Assistant Secretary.
2. The general meeting of shareholders shall be competent at all times to suspend or dismiss managing directors.
3. A suspension in terms of the preceding paragraph shall cease if the suspended managing director has not been dismissed within two months from the day of the suspension.
4. The general meeting of shareholders shall determine for each managing director individually his remuneration and the further conditions of his appointment.

REPRESENTATION

Article 17

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.
2. In legal acts with, or in legal proceedings against a managing director, as well as in case of conflict of the company with a managing director the company shall be represented by a special representative to be designated by the general meeting of shareholders.
3. The general meeting of shareholders shall be competent at all times to designate one or more persons as special representative of the company for the cases as referred to in the second paragraph of this article or for other cases of conflicting interests between the company

the company. If one or several addresses of holders of shares are not known, the summoning shall take place also by means of an announcement in the gazette in which official notices are inserted by the Government.

2. The term of notice shall be at least twelve days, not counting the day of the summoning nor that of the meeting. The day of the summoning shall be the day on which the notice is sent or, if this is later, the day on which the summoning notice is inserted in the gazette referred to in the first paragraph.
3. The summoning notice shall state the place of the meeting and the subjects to be dealt with. If a proposal is made to amend the articles, the literal text of the proposal shall accompany the notice or shall be deposited at the company's office for inspection by the shareholders. The submission for inspection shall be stated in the announcement referred to in the first paragraph, if any such announcement shall be made.
4. The general meetings of shareholders shall be held in Curaçao.
5. If the regulations referred to in paragraphs one up to and including four have not been observed, valid resolutions may be adopted only in a meeting at which all the shareholders entitled to vote with respect to such subject shall be present or represented. Also then, a subject, the dealing with which has not been announced with due observance of the term of notice prescribed by the articles, may be validly resolved upon only by unanimous vote.

Article 21

1. The general meetings of shareholders shall be presided over by a chairman to be designated by the general meeting of shareholders.
2. A person designated by the meeting shall keep minutes of the deliberations and the resolutions adopted. The minutes shall be signed by the chairman of the meeting.
3. The signed minutes shall be kept by the Management Board for ten years.
4. Each shareholder shall have the right to receive a copy of the minutes.

Article 22

1. Every managing and supervisory director and every shareholder and every person entitled to vote shall be competent, personally or by proxy – authorized in writing, to attend the general meeting, to address the same and, insofar as he is entitled to this, to exercise the vote.
2. Each share shall entitle the holder thereof to cast one vote.
3. All resolutions for which these articles do not prescribe a greater majority shall be adopted by absolute majority of the votes cast.
4. No votes may be cast on a share held by the company itself. Votes may be cast on a share owned by a legal entity in which the company, pursuant to the right to vote, is capable of exercising decisive control, be this directly or indirectly.

nature of the annual accounts shall so permit, as regards the company's—
solvency and liquid assets. —

6. The second sentence of paragraph 2 of this article shall apply —
analogously in respect of the annual accounts drawn up and adopted, —
and the documents pertaining thereto. —
7. During two years from the time the annual accounts were drawn up or —
adopted, as the case may be, every shareholder and every holder of —
bearer debt instruments shall be entitled to inspect the documents kept —
pursuant to the sixth paragraph. —

EXTERNAL EXPERT —

Article 24 —

1. The general meeting shall be competent without limitation to appoint an —
external expert for the purpose of supervising the bookkeeping on a —
regular basis, as also reporting to the general meeting on the annual —
accounts drawn up by the Management Board. —
2. The expert shall be entitled to inspect all the company's books, records —
and other data carriers, the examination of which shall be necessary for —
the correct performance of his duty. Other than as required pursuant to —
the instructions given him, he shall not be permitted to disclose any —
information respecting the company's business as appearing or as —
communicated to him. —
3. The expert shall report his findings also to the Management Board. —

DISTRIBUTIONS —

Article 25 —

1. Directly connected with the adoption of the annual accounts, the general —
meeting shall resolve as to the distribution or reservation of the profit —
according to such annual accounts and as to the paying of other —
distributions to the charge of the equity capital as appearing from such —
annual accounts. —
2. The Management Board may resolve to pay interim distributions to the —
charge of a current financial year or to the charge of a closed financial —
year for which the annual accounts have not yet been adopted. —
3. Each share shall entitle the holder thereof to receive an equal amount at —
each distribution. The shares held by the company itself shall not be —
reckoned with when determining the payment of distributions. —
4. The right to a distribution shall not cease through any lapse of time. —
5. Distributions to shareholders and other parties entitled to a distribution —
may not be made if the company's equity is less than the nominal capital —
or would become less than the nominal capital as a result of such —
distribution. A resolution to make any such distribution shall have no —
legal force whatsoever. Article 2:22 second paragraph of the Civil Code —
shall not apply. —
6. A distribution as referred to in this article shall be presumed to have —
been paid in contravention of the first sentence of the fifth paragraph of —
this article if the annual accounts for the financial year, to the charge of —
which the distribution is paid, with due observance of such distribution —

articles, the registration number of the company with the Chamber of —
Commerce and its registered office shall be clearly evident. —

FINAL DECLARATIONS

The person appearing, acting as aforesaid, declared finally: —

1. that – in deviation from the foregoing as regards the manner of —
appointment – for the first time shall be appointed managing director A of —
the company: the limited liability company "**Emoore N.V.**", with statutory —
seat in Curaçao, having its office at 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 31st day of —
December 2018; —
3. that one (1) share, numbered 1, hereby is issued and transferred to the —
incorporator Mastantu N.V. aforementioned, on behalf of whom the —
person appearing declared to accept the ownership of such share under —
the obligation to pay at least one Euro (€ 1.00) to the company within —
one year after the date specified in the head of this deed; —
4. that according to the attached declaration the company's equity at —
incorporation is not less than the nominal capital. —

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

Declaration of the incorporator

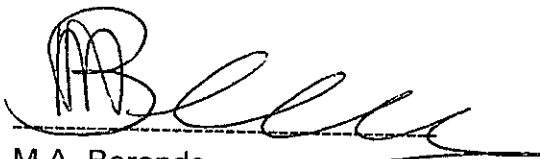
The undersigned:

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- 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,

Mastantu N.V. being the incorporator of the limited liability company: "**W&C N.V.**" hereinafter to be named "**the Company**",

hereby declares that the net equity of the Company is equal to the nominal capital.

Curaçao, December 19th, 2017



M.A. Berends

On behalf of: Mastantu N.V.

MB/ip/20171853