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Office translation of a deed of incorporation. In this translation an attempt has been made to be as literal as possible without jeopardizing the overall continuity. Inevitably, differences may occur in translation, and if so, the Dutch version, which will be executed and deposited at the Commercial Register, will prevail.

In this translation, Dutch legal concepts are expressed in English terms and not in their original Dutch terms. The concepts concerned may not be identical to concepts described by the English terms as such terms may be understood under the laws of other jurisdictions.

INCORPORATION DIGITORNEY GROUP B.V.

Today, the twenty-second day of June two thousand seventeen, appeared before me, Hajo Bart Hendrik Kraak, as substitute of Arnoud Pieter Adriaan Matthijssen, civil law notary in Amsterdam:

Esther van As, born in The Hague, the Netherlands on the twelfth day of April nineteen hundred seventy-four, office address Diepenbrockstraat 54, 1077 WB Amsterdam, acting upon a written power of attorney of:

Kampbuer Holding UG, a limited liability company under German law (*Unternehmergeellschaft*), having its official seat in Hörstel, Germany and its office address at Westfalenstrasse 44, D-48477 Hörstel, Germany, registered with 'Handelsregister B des Amtsgerichts Steinfurt' under number HRB 10781, hereinafter to be referred to as the "**Incorporator**".

POWER OF ATTORNEY.

The authority of the person appearing is evidenced by one (1) private deed, which will be attached to this deed (Annex).

The person appearing declared that the Incorporator hereby incorporate a private company with limited liability to be governed by the following articles of association.

ARTICLES OF ASSOCIATION.

1. DEFINITIONS OF CONCEPTS.

The concepts used in these articles of association are defined below:

- **Annual Accounts:** the balance sheet, the profit and loss account and explanatory notes to these documents;
- **Company:** the legal entity to which these articles of association appertain;

- **Distributable Reserves:** that part of the Company's equity which exceeds the reserves which have to be set aside under the provisions of the law and/or the articles of association;
- **General Meeting:** the body of the Company consisting of Shareholders or else the meeting of Shareholders;
- **Group Company:** a legal body or company with which the Company is structurally associated into an economic unity;
- **In Writing:** by letter, by telecopier, by e-mail or by message which is transmitted via any other current means of communication and which can be received electronically or in the written form, provided that the identity of the sender can be sufficiently established;
- **Management Board:** the management of the Company;
- **Right to Attend Meetings:** the right to attend General Meetings and to speak therein, both in person as well as by virtue of a power of attorney In Writing, as referred to in article 2:227, paragraph 1 of the Dutch Civil Code;
- **Shareholders:** the holders of Shares;
- **Shares:** shares in the capital of the Company.

Defined concepts can be used in the singular or plural without loss of the inherent meanings.

2. NAME AND CORPORATE SEAT.

- 2.1. The name of the Company is: **Digitorney Group B.V.**
- 2.2. The Company has its official seat in Amsterdam, the Netherlands.

3. OBJECTS.

The objects of the Company are:

- (a) to incorporate, to participate in, to co-operate with, to finance, to take in any other way an interest in, to manage, administer, conduct the management, to advice other companies and/or enterprises and/or to render services to other companies and/or enterprises;
- (b) to lend and borrow money, to attract funds and in general to enter into financial transactions and to enter into agreements connected thereto;
- (c) to bind itself (severally) for the debts of Group Companies and third parties and to provide security for the debts of Group Companies and of third parties;
- (d) to invest equity in (mortgage) receivables, real property, currency, securities and assets in general;

- (e) to exploit and to purchase and sell patents, trade marks, licenses, know how and other industrial and intellectual property rights;

as well as to perform all that is connected with the above or maybe conducive thereto, all to be interpreted in the broadest sense.

4. SHARE CAPITAL.

- 4.1. The share capital of the Company is divided into ordinary shares, with a par value of one Eurocent (€ 0.01), each.
- 4.2. The Company may not grant the Rights to Attend Meetings to the holders of depositary receipts for shares in its capital.
- 4.3. No voting rights may be conferred on holders of rights of usufruct or pledge over shares.

5. ISSUES OF SHARES.

Shares that have not yet been issued shall be capable of being issued by virtue of a resolution of and on the terms and conditions to be decided upon by the General Meeting.

For the issue of a Share it shall be necessary to have a deed executed for that purpose in the presence of a Dutch civil law notary which deed shall mention the persons involved as parties.

6. ACQUISITION AND TRANSFER BY THE COMPANY OF SHARES.

- 6.1. The Management Board decides as to the acquisition of Shares by the Company.
- 6.2. The Company may not, except for no consideration, acquire fully paid up Shares when the acquisition price cannot be paid out of the Distributable Reserves or when the Management Board knows or should reasonably be able to foresee that the Company cannot proceed to pay its payable debts after the acquisition.

The provisions of article 2:207, paragraph 3 of the Dutch Civil Code apply, when the Company cannot proceed to pay its payable debts after the acquisition other than for no consideration.

- 6.3. The preceding paragraphs of this Article do not apply to Shares which the Company acquires by universal title of succession.
- 6.4. Any transfer of Shares, effected by the Company, shall require the consent of the General Meeting.

7. SHAREHOLDERS' REGISTER.

- 7.1. The Shares shall be registered shares and they shall be consecutively numbered.
- 7.2. The Management Board shall keep a register containing the names and addresses of all the Shareholders and giving information about the date of acquisition of the Shares, the numbers of the Shares, the date of the

acknowledgement or notice of transfer as well as the amount paid up on each Share.

If a Shareholder is not bound to an obligation pursuant to these articles of association or a requirement as referred to in Article 2:192, paragraph 1 of the Dutch Civil Code, the register shall mention so.

8. TRANSFER OF SHARES AND LIMITED RIGHTS TO SHARES.

The transfer of a Share or of a limited right to it shall be effected by means of a deed being executed for that purpose in the presence of a Dutch civil law notary which deed shall mention the persons involved as parties.

9. RESTRICTIONS ON THE TRANSFER OF SHARES.

- 9.1. A transfer of Shares may - without any exception - take place only with the prior approval of the General Meeting.
- 9.2. The transfer must take place within three months after the approval has been given or is deemed to have been given, otherwise the approval will cease to be operative.
- 9.3. The approval referred to in paragraph 1 hereof must be requested by registered letter addressed to the Management Board.

Within two weeks days after the request for that approval has been received, a General Meeting, to be held within seven weeks after that receipt, shall be convened by the Management Board, to which the request for that approval shall be submitted.

- 9.4. Approval is deemed to have been given:
 - (a) if no decision has been taken within two months after the Management Board has received the request for the approval; or
 - (b) if the resolution refusing approval does not specify the name(s) of one or more persons who is/are willing, against payment in cash, to purchase the Shares to which the request for approval relates.
- 9.5. If the person who has made the request accepts the potential purchaser(s) referred to in the previous paragraph under b. and the parties fail to agree on the price to be paid for the Share(s) within three weeks after the General Meeting, then the price, which shall equal the value of the Share or Shares shall be determined by an expert, to be appointed by the parties by mutual consent or else, if they do not agree about such appointment, within two weeks after either party has informed the other party that he wants an expert to determine the price, to be appointed by "Het Nederlands Arbitrage Instituut" (Dutch Arbitration Institute).

The expert shall submit his report to the Management Board.

The Management Board shall forthwith inform the person who has made the request and each of the applicants by registered letter of the price the expert has determined.

The expenses and fees due to the expert as referred to in this paragraph shall be for account of:

- (a) the person who has made the request as to one half and the purchasers as to the other half, that is to say, however, that every purchaser shall contribute towards those expenses pro rata to the number of Shares purchased by him;
- (b) the Company, if all applicants have declared that they no longer apply for Shares.

9.6. Potential purchasers shall have the right at any time to withdraw, provided that they do so within two weeks of being notified of the result of the price determination referred to in the previous paragraph.

If, as a result, not all of the Shares are purchased:

- (a) because all potential purchasers have withdrawn; or
- (b) because the remaining potential purchasers have not, within six weeks of the aforementioned notification, confirmed their willingness to take over the Shares which have become available, in accordance with the general meeting's criteria for allotment,

the person making the request shall be free to transfer all Shares to which the request for approval related, provided that the delivery takes place within three months after this has been established.

9.7. The person making the request shall have the right at any time to withdraw, provided he does so within one month of receiving definite details of the identity of the potential purchasers to which he may sell all the Shares to which the request for approval related and of the selling price.

9.8. The Company may only be a potential purchaser under the provisions of this article with the consent of the person making the request.

9.9. The previous paragraphs of this article shall not be applicable if the law compels a Shareholder to transfer his Share/Shares to a prior holder of it.

10. MANAGEMENT.

10.1. The Company shall have a Management Board, consisting of one or more persons.

Natural persons as well as legal entities shall be capable of holding the office of Management Board member.

10.2. The General Meeting shall decide on the number of Management Board members.

- 10.3. The General Meeting shall appoint Management Board members and shall at all times have power to suspend or dismiss any Management Board member.
- 10.4. The General Meeting shall decide on the remuneration and the further terms and conditions of employment for each of the Management Board members.

11. DUTIES AND POWERS.

- 11.1. The Management Board shall, subject to the limitations contained in these articles of association, be in charge of the management of the Company.

In performing their duties the Management Board members shall serve the interests of the Company and the business enterprise connected with it.

- 11.2. If the Management Board consists of more than one board member, the General Meeting may appoint one of them chairman and it shall be empowered to appoint one of them as finance director or as general director or to grant a member any other title as it may deem fit.
- 11.3. A Management Board member does not participate in the discussions and the decision-making if he has a direct or indirect personal interest which conflicts with that of the Company and the business enterprise connected with it.

If, as a consequence thereof no resolution of the Management Board can be adopted, the member with the conflict may participate in the decision making and the resolution will be adopted by the Management Board irrespective of the conflict.

- 11.4. If the Management Board consists of more than one member, it may lay down rules and regulations to deal with matters that concern the Management Board internally.

Such regulations shall not be in conflict with what has been provided in these articles of association.

Furthermore, the Management Board members shall have power to allocate their tasks amongst themselves and to record this allocation in the regulations.

The General Meeting may determine that these regulations and allocation of tasks have to be laid down in a written document and may submit these regulations and allocations of tasks to its approval.

- 11.5. The General Meeting is entitled to submit resolutions of the Management Board to its approval.

These resolutions must be defined in a clear manner and must be notified to the Management Board In Writing.

- 11.6. The Management Board shall follow up the directions of the General Meeting, unless these conflict with the interests of the Company and its enterprises.
- 11.7. In the event of the prevention or permanent absence of one or more Management Board members the remaining Management Board member(s) shall be in charge

of the entire management of the Company; in the event of the prevention or permanent absence of all the Management Board members or of the only Management Board member there must at all times be a person, who has been appointed for that purpose by the General Meeting, to be in that event temporarily in charge of the management of the Company.

12. REPRESENTATION.

- 12.1. The Management Board as well as each Management Board member shall represent the Company.
- 12.2. The Management Board may appoint officers with general or limited power to represent the Company.

Each officer shall be competent to represent the Company, subject to the restrictions imposed on him.

The Management Board shall determine each officer's title.

Such officers may be registered at the Trade Register, indicating the scope of their power to represent the Company.

- 12.3. The Management Board may enter into transactions as defined in article 2:204 Dutch Civil Code without the approval of the General Meeting.

13. GENERAL MEETINGS.

- 13.1. In the course of every financial year a General Meeting shall be held.
- 13.2. Furthermore, General Meetings shall be held as often as a Management Board member considers it necessary, with prejudice to the provisions in the next paragraph hereof.
- 13.3. General Meetings shall be held in the municipality in which the Company has its domicile.
- 13.4. A General Meeting can be held at another place than it should, provided that all Shareholders have agreed In Writing to such other place and the Management Board members have been given the opportunity to advise prior to the adoption of resolutions.
- 13.5. Notice of the General Meetings must be served In Writing no later than least eight days, prior to the day of the meeting.

If a Shareholder consents thereto, a notice to a meeting may be sent electronically by means of a readable and reproducible message at the address which has been submitted In Writing by the Shareholder for that purpose to the Company.

- 13.6. If the provisions laid down by law or by these articles of association relating to giving notice of meetings, to drawing up agendas for these meetings and to making available those matters for inspection have not been complied with, then valid resolutions may nevertheless be adopted, provided that all Shareholders

have agreed In Writing as to the adoption of resolutions regarding these matters and the Management Board members have been given the opportunity to advise prior to the adoption of those resolutions.

14. DESICION-MAKING GENERAL MEETING

Resolutions of Shareholders, including resolutions to amend the Company's articles of association and to dissolve the Company, may also be adopted In Writing instead of in a General Meeting, provided that all Shareholders have consented thereto In Writing.

The requirement in writing shall also be satisfied when the resolution has been signed In Writing by all Shareholders, stating the manner at which each of the Shareholders has voted.

15. FINANCIAL YEAR AND ANNUAL ACCOUNTS.

15.1. The financial year of the Company shall coincide with the calendar year.

15.2. The General Meeting shall confirm and adopt the Annual Accounts.

The General Meeting may grant a full or limited release from liability for the Management Board members with relation to the conducted management.

When all Shareholders are also Management Board members, the signing of the Annual Accounts by all the Management Board members shall not constitute the adoption as referred to in Article 2:210, paragraph 5 of the Dutch Civil Code.

16. DISTRIBUTION OF PROFITS.

16.1. The amount of profits shall be at the unrestricted disposal of the General Meeting, to be used for distribution of dividends, to be carried to reserves or to be used for such other ends fitting the Company's objects as that meeting may resolve.

16.2. The Company shall only be capable of making distributions to Shareholders and other persons who are entitled to profits or reserves that qualify for distribution up to a maximum of the Distributable Reserves.

A resolution as to a distribution shall not have any effect as long as the Management Board has not consented thereto.

The Management Board shall only withhold consent when it knows or should reasonably be able to foresee that the Company cannot proceed to pay its payable debts after the distribution.

The provisions of article 2:216, paragraphs 3 and 4 of the Dutch Civil Code apply, when the Company cannot proceed to pay its payable debts after the distribution.

In the calculation of the distribution of profits or other distributions the Shares which the Company holds shall be disregarded, unless these Shares carry a right of usufruct or a right of pledge.

- 16.3. Distribution of profits shall take place after confirmation and adoption of the Annual Accounts showing that this is allowed.
- 16.4. The General Meeting shall have power to make one or more interim dividends payable and/or to make one or more distributions out of a reserve of the Company payable.

Also the Management Board shall have power to make one or more interim dividends payable.

17. LIQUIDATION AND WINDING UP.

- 17.1. In the event of the Company being dissolved it shall be liquidated by the Management Board, unless the General Meeting decides otherwise.
- 17.2. Out of what remains of the Company's equity, after all its debts have been paid, first the payments made on each Share shall be refunded.

What remains thereafter of the Company's equity shall be distributed among the Shareholders, pro rata to their existing holdings.

- 17.3. After completion of the winding up the books, documents and other data carriers of the liquidated Company shall for seven years remain in the custody of a person who shall be capable of being appointed for that purpose by the General Meeting in the resolution to liquidate the Company.

If an appointment as aforesaid has not been made by the General Meeting, then the appointment shall be made by the liquidators.

18. TRANSITIONAL PROVISION.

The first financial year of the Company shall run up to and including the thirty-first of December two thousand and seventeen

This article will cease to be operative after the first financial year has ended.

FINAL STATEMENTS.

The person appearing finally declared:

- (A) The Incorporator will be appointed as first Management Board member of the Company.
- (B) Upon incorporation the issued share capital amounts to one hundred Euros (€ 100.00), divided into one hundred ten thousand (10,000) shares, to be fully paid-up at par in cash. The shares issued have been subscribed for by the Incorporator.
- (C) The shares issued upon incorporation will be fully paid up by the Incorporator at par value in cash.
- (D) The Company will take for its account the costs incurred in connection to its incorporation and will pay these costs as if it had incurred them itself.

END.

The appearing person is known to me, civil law notary.

This deed was executed today in Amsterdam.

The substance of the deed was stated and explained to the appearing person.

The appearing person declared not to require a full reading of the deed, to have taken note of the contents of this deed and to consent to it.

Subsequently, this deed was read out in a limited form, and immediately thereafter signed by the appearing person and myself, civil law notary.