ESTABLISHMENT OF A TOURING COMPANY B.V.

On April twenty-four, two thousand and twenty-four, Mr. Martijn Jarig Tolsma, notary in Horst aan de Maas, will come to me:

Mrs. Anke de la Flor Rodriguez - Christiaens, born on the nineteenth of April nineteen hundred and eighty-three in Venray, working at Novitas Notariaat and living at the address Stoktstraat 2 in Horst.

She acts as a written attorney of the English Limited: Sandbag Ltd. The address is 166-168 Camden Street, London NW1 9PT, England. The registration number at Company House is 04382666, hereinafter referred to as: the founder.

The power of attorney is attached to this deed.

INTRODUCTION

By this deed, the founder establishes a private company with limited liability and establishes the following articles of association:

NAME AND REGISTERED OFFICE

Article 1

1. The name of the company is: A Touring Company B.V.

2. The company has its registered office in Amsterdam.

Article 2

The company's objectives are:

a. organizing production, import and distribution of clothing and merchandise for sale during live events, mainly in Europe;

b. establishing and acquiring, participating in, collaborating with, managing, as well as financing other companies, with whatever legal form;

c. granting and entering into financial loans, managing and disposing of registered property and providing security, including for the debts of others;

d. performing all further actions that are related to the foregoing in the broadest sense or that may be conducive thereto.

CAPITAL AND SHARES

Article 3

1. The capital of the company consists of ordinary shares of one euro (€ 1.00) each.

2. Voting rights can be exercised on ordinary shares at the general meeting.

3. The articles of association cannot attach obligations of a contract law nature to neither shares nor shareholding. A decision to amend this statutory provision can only be taken unanimously in a meeting at which all shareholders are present or represented.

NUMBERING OF SHARES

Article 4

1. The shares are registered and numbered consecutively from 1. The number serves as an indication.

2. Share certificates cannot be issued.

ISSUE OF NEW SHARES

Article 5

Decision to issue shares

1. a. The issue of shares (including the granting of rights to acquire shares) takes place pursuant to a resolution of the general meeting.

b. In this resolution, the general meeting also determines which type of shares will be issued, as well as the price and conditions of the issue, with due observance of these articles of association.

c. The issue price may not be below par.

d. The general meeting may transfer its authority to take the decisions referred to under a and b to another corporate body and may revoke this transfer.

e. The issuance of a share also requires a deed intended for this purpose, drawn up before a notary public with registered office in the Netherlands, to which the parties involved are parties.

Preferential right to new shares

2. a. When issuing shares, each shareholder of ordinary shares has a pre-emptive right in proportion to the combined amount of his ordinary shares, except in accordance with the provisions of the law.

b. The pre-emptive right is not transferable.

c. The pre-emptive right can be limited or excluded for a single issue each time by the body authorized to issue.

DEPOSIT ON NEW SHARES

Article 6

1. When taking out the share, the nominal amount must be paid into it. It can be stipulated that part of the nominal amount must first be paid after a certain period of time or after the board has requested it.

2. Payment on a share must be made in cash unless another contribution has been agreed. Payment in a monetary unit other than that in which the nominal amount of the shares is denominated can only be made with the permission of the board.

SHAREHOLDER REGISTER

Article 7

The shareholders register

1. The board keeps a register that includes:

- the names and addresses of all shareholders;

- the number of shares they hold, stating the date on which they acquired the shares, the date of recognition or service;

- the amount paid on each share;

- the names and addresses of those who have a right of usufruct or pledge on shares, stating the date on which they acquired the right, the date of recognition or service, as well as stating ___ what rights attached to the shares they have in accordance with Article 8;

- which shareholders are not bound by a statutory requirement or obligation;

- the names and addresses of the holders of share certificates to which meeting rights are attached, stating the date on which the meeting right is attached to their certificate and the date of recognition or service;

- other entries that must be recorded in the register by law.

Changes in the shareholder register

2. The register is regularly updated, with the understanding that any change to the information referred to in paragraph 1 will be noted in the register as soon as possible; It also notes any discharge granted from liability for deposits not yet made, stating the date on which the discharge was granted.

3. Shareholders and others whose information must be included in the register pursuant to this article shall provide the board with the necessary information in a timely manner. If an electronic address is also published for the purpose of inclusion in the shareholders' register, this announcement also constitutes consent to receive all notices and communications as well as convening notices for a meeting electronically.

Inspection of the shareholders register

4. Upon request, the board will provide a person referred to in paragraph 1 for free with an extract from the register relating to his right to a share. If has a right of usufruct or a pledge on the share, the extract will state to whom the rights referred to in Article 8 accrue.

5. The board shall deposit the register at the company's office for inspection by the persons entitled to attend meetings. In these articles of association, meeting rights are defined as : shareholders, usufructuaries and pledgees to whom the rights referred to in Article 8 paragraph 3 accrue, as well as to holders of certificates of shares to which meeting rights are attached by or pursuant to the articles of association.

The details of the register regarding unpaid shares are available for inspection by anyone; A copy or extract of this information will be provided at no more than cost price.

USUUSFORT/PLEDGE

Article 8

Usufruct on shares

1. Usufruct can be established on shares. The shareholder has the voting right on the shares on which a usufruct has been established, insofar as this is the case shares voting rights are attached. Notwithstanding this, the voting rights attached to shares belong to the usufructuary:

- if it is a usufruct, as referred to in Articles 4:19 and 4:21 of the Civil Code, unless otherwise stated when the usufruct is established by the parties or - the subdistrict court judge on the basis of Article 4:23 paragraph 4 of the Civil Code. determined, or

- if this was determined when the usufruct was established or subsequently agreed in writing between the shareholder and the usufructuary, provided that both this provision and - upon transfer of the usufruct - the transfer of the voting rights have been approved by the general meeting.

Pledge on shares

2. A pledge can be established on shares. The shareholder has the voting right on the shares on which a pledge has been established insofar as those shares have voting rights attached to them.

Notwithstanding this, the voting rights attached to shares belong to the pledgee if this has been determined, whether or not under a suspensive condition, at the establishment of the pledge or has subsequently been agreed in writing between the shareholder and the pledgee, provided that both this provision if - if another person steps into the rights of the pledgee - the transfer of voting rights has been approved by the general meeting.

Who has meeting rights

3. The shareholder who does not have voting rights and the usufructuary or pledgee who has voting rights have meeting rights. The usufructuary or pledgee who does not have voting rights has meeting rights, unless otherwise determined at the time of establishment or transfer of the usufruct or pledge.

CERTIFICATES

Article 9

1. The general meeting may attach or withdraw meeting rights from share certificates. The deprivation is possible without the consent of the certificate holders involved.

2. Bearer certificates for shares may not be issued. If contrary to this, the rights attached to the relevant shares cannot be exercised as long as bearer certificates are outstanding.

COMMUNITY

Article 10

If shares, limited rights thereto or certificates issued for shares belong to a community, the participants can only be represented vis-à-vis the company by one person to be designated in writing.

SINGLE PERSON COMPANY

Article 10a

1. a. The company of which all shares are held by one (legal) person or of which all shares belong to one matrimonial community of property, must register the personal details/details of the shareholder or of a partner in the matrimonial community of property with the trade register of the Chamber of Commerce. The company will also notify the Chamber of Commerce if it becomes aware that the situation as described above has ended.

b. When determining whether the provisions under a apply, the shares held by the company or a subsidiary do not count.

2. Legal acts of the company towards the holder of all shares in the company or towards a partner in a matrimonial community of property to which all shares in a company belong, whereby the company is represented by the shareholder or a participant in the matrimonial community, must be recorded in writing, unless the legal act is part of the normal business operations of the company under the agreed conditions.

ACQUISITION OF OWN SHARES

Article 11

1. Acquisition by the company of unpaid shares in its capital is null and void.

2. The company may not acquire fully paid-up shares in its own capital, except for no consideration, if the shareholders' equity, less the acquisition price, is less than the reserves that must be maintained under the law or the articles of association or if the board knows or should reasonably foresee that the company will not be able to continue paying its due debts after the acquisition.

3. The previous paragraphs do not apply to shares that the company acquires under general title.

4. The term shares in this article includes depositary receipts therefor.

CAPITAL REDUCTION

Article 12

1. The general meeting may resolve to reduce the issued capital by canceling shares or by reducing the amount of shares by amendment of the articles of association.

2. In this decision, the shares to which the decision relates must be designated and the implementation of the decision must be regulated.

3. Revocation can only be decided with the consent of the shareholders involved.

4. In the event of a capital reduction, the law must be complied with.

DELIVERY OF SHARES VIA NOTARY

Article 13

1. For the transfer of a share or the transfer of a limited right thereto, requires a deed intended for this purpose, executed before a notary with a place of establishment in the Netherlands, to which the parties involved are parties.

2. The delivery of a share has an effect on the company by operation of law. Except in the event that the company itself is a party to the legal act, the rights attached to the share can only be

exercised after the company has recognized the legal act or the deed has been served on it in accordance with the relevant provisions of the law, or the company has recognized this transfer by registration in the shareholder register as referred to in Article 7.

BLOCKING SCHEME/OBLIGATION TO OFFER GENERAL

Article 14

Offering shares

1. Transfer of shares can only take place after the shares have been offered for sale to the co-shareholders in the manner determined below.

Consent of all shareholders

2. A shareholder does not have to tender his shares when the transfer takes place with the written consent of the co-shareholders, within three months after they have all given their consent.

The offer of the shares

3. The shareholder who wishes to transfer one or more shares - hereinafter referred to as: “the offeror” - informs the board which shares he wishes to transfer.

This announcement serves as an offer to the co-shareholders to purchase the shares. The company, insofar as it holds shares in its own capital, is only included among these co-shareholders if the offeror has stated that it agrees to this in its offer.

Determining the price / experts

4. a. The shareholders unanimously agree on the price of the shares.

b. If this is not successful, one or more independent experts will determine the price . The shareholders appoint the experts in joint consultation.

c. Do they not agree on the appointment of experts within two weeks of receiving the notification of the offer referred to in paragraph 6? Each party may then ask the chairman of the Royal Notarial Professional Organization for the appointment of three independent experts.

Research by the experts

5. The experts referred to in the previous paragraph may inspect all books and documents of the company. They are also entitled to all information that knowledge is useful for determining prices.

Task of the board

6. The board will inform the co-shareholders of the offeror of the offer within two weeks of receiving the notification of paragraph 3.

The board also informs all shareholders of the price of the shares. The board will do this within fourteen days after the decision has been made by the experts lthe price agreed upon by the shareholders has been communicated.

7. Does the board receive notice from all co-shareholders before the expiry of the term of paragraph 8 that they do not accept the offer or do not accept it in full? The board will then immediately inform the provider of this. This happens in deviation from paragraph 9.

Whether or not to buy the shares

8. Shareholders who wish to purchase the offered shares must notify the board of directors. They do this within two weeks after they have been informed of the price (paragraph 4).

9. The board allocates the offered shares to the candidates. It shall notify the provider and all shareholders thereof within two weeks after the expiry of the period referred to in paragraph 8.

To the extent that no allocation has taken place, the board will also notify the offeror and all shareholders within the stated period.

Withdrawal of the offer

10. The provider remains entitled to withdraw his offer. The provider remains entitled to withdraw his offer. He must do this within one month after it has become known to him to which candidate he can sell all the shares to which the offer relates and at what price.

Allocation of the shares

11. The board allocates the shares to candidates in the following way:

a. in proportion to the nominal value of the shareholdings of the candidates;

b. Insofar as proportional allocation is not possible, the decision will be made by drawing lots.

Shares can only be allocated to the company if the co-shareholders do not wish to purchase them.

No one can be allocated more shares than he has indicated he wishes to purchase.

Payment of the purchase price

12. The purchased shares must be delivered against simultaneous payment of the purchase price within eight days after the expiry of the period during which the offer can be withdrawn.

13. If the offeror has not withdrawn his offer, he may freely transfer the offered shares within three months after the notification referred to in paragraph 7 or 9 establishes that the offer has not been accepted or has not been accepted in full.

Costs of determining the price

14. When determining the price, the experts referred to in paragraph 4 will determine fairly who will bear the costs of determining the price. They can indicate that this partly determines whether or not the provider withdraws his offer.

Several

15. The provisions of this article shall apply mutatis mutandis as much as possible in the event of alienation by the company of shares purchased or otherwise acquired by it.

16. The provisions of this article do not apply if the shareholder is obliged by law to transfer his share to a previous holder.

SPECIAL OBLIGATION OF OFFERING

Article 15

Cases of mandatory presentation

1. Mandatory offering of shares with mutatis mutandis application of the provisions of the previous article - but without the power to withdraw as referred to in Article 14, paragraph 10 - consists of:

a. for the shareholder-legal entity if other (natural and/or legal) persons join the respective corporate bodies of the shareholder-legal entity than:

(i) those who were part of it at the time that the relevant shareholder-legal entity became a shareholder of the company;

(ii) those who have become part thereof with the consent of all shareholders of the company;

(iii) persons to whom the persons mentioned under (i) and (ii), if they themselves were direct shareholders of the company, would have been allowed to freely transfer their shares on the basis of the blocking arrangement included in these articles of association, or to whom the shares should be allowed to freely;

b. for natural persons-shareholders: when shares are inherited by other than the company itself;

c. in the event of bankruptcy, suspension of payments, guardianship of a shareholder or administration by the court of the assets of a shareholder;

d. in the event of dissolution of a shareholder-legal entity and in the event of a merger as referred to in Article 2:309 of the Dutch Civil Code if a shareholder-legal entity ceases to exist as a result of a merger coming into effect, unless the shareholder-legal entity had a sole shareholder who from then on becomes a shareholder of the company;

e. in the event of a demerger of a shareholder-legal entity as referred to in Article 2:334a of the Dutch Civil Code, if the shares of the demerging shareholder- legal entity are transferred to a other legal entity upon the demerger taking effect, unless the sole shareholder in the demerging shareholder-legal entity becomes the sole shareholder of the new shareholder-legal entity;

f. upon division of joint ownership - arising other than through inheritance - with delivery of shares to a person other than the shareholder in whose name the shares stood when the joint ownership came into being;

g. if the voting right on shares no longer accrues to the usufructuary and the usufruct has been established on the basis of Article 4:19 or 4:21 of the Civil Code, or at the end of such usufruct.

Further provisions due to Article 15, paragraph 1.a

2. a. Due to the obligation of a shareholder-legal entity to make an offer as stated in article 15, paragraph 1.a, the shareholders' register must also contain the data of the persons who were part of the shareholder-legal entity at the time of the commencement of the shareholding. of its organs.

b. The shareholder-legal entity is obliged to inform the company in writing of the accession of new persons to its bodies. The notification will be recorded by the company in the shareholder register.

Cases where mandatory offer ends

3. If, in the case of a mandatory offering, no or no full use is made of the offer , then there is the right to retain the shares.

4. The mandatory offer of paragraph 1 does not apply if all co-shareholders have declared in writing within three months after the obligation to offer arises that they have agreed to the new shareholder(s) / corporate body in the shareholder-legal entity.

Irrevocable power of attorney for company

5. In the event of failure to comply with the obligation stated in this article, the company is now irrevocably authorized:

- to make the offer on behalf of the person(s) who is/are obliged to do so, and

- if the offer is made full use of: to allow the transfer of the shares to take place against simultaneous payment of the purchase price.

When there are no interested parties to whom the shareholder in question can transfer all its shares, the power of attorney is missing and the shareholder in question is irrevocably released from the obligation to offer as well as from a suspension of rights as referred to in paragraph 7 of this article.

6. In the event of a transfer of shares in accordance with the provisions of the previous paragraph, the company will distribute the proceeds after deduction of all relevant costs to the person on whose behalf the offer was made.

Suspension of rights

7. a. As long as the shareholder fails to comply with the obligation to offer shares under this article, the voting rights attached to those shares, the right to participate in the general meeting and the right to distributions are suspended .

b. The paragraph 7.a. The provisions of this article apply mutatis mutandis during the period that a shareholder is bankrupt or has applied for a suspension of payments.

c. The authorization of paragraph 5 of this article applies mutatis mutandis if paragraph 2.b is not complied with. of this article.

d. In the event of failure to comply with the obligation to offer d it results from the provisions under paragraph 1, and does not comply with the obligation as referred to in paragraph 2.b. of this article, by a shareholder-legal entity, the suspension of the rights attached to the shares shall not come into effect until the board of the company has notified the shareholder- legal entity thereof by registered letter.

Article not applicable in case of transfer under the law

8. The provisions of this article do not apply if the shareholder is obliged by law to transfer his share to a previous holder.

MANAGEMENT

Article 16

Appointment of the board

1. The company has a board consisting of a number of one or more directors to be determined by the general meeting.

2. a. Directors are appointed by the general meeting and can be suspended and dismissed by the general meeting at any time.

b. The general meeting may grant or revoke the title of general director to one or more directors at any time.

Task of the board

3. a. The board is charged with managing the company. In fulfilling their duties, the directors focus on the interests of the company and the company associated with it.

b. The general meeting is authorized by a resolution to that effect to subject decisions of the board or one or more directors authorized to do so on the basis of regulations to its prior approval. These decisions must be clearly described and communicated to the board in writing.

Board regulations

4. The board may establish written regulations setting out further rules regarding its decision-making and the specific task each director will be charged with.

Decisions with normal majority

5. All decisions of the board for which a larger majority is not prescribed by regulations are taken with a normal ('absolute') majority of the votes cast.

Conflict of interest

6. A director shall not participate in the deliberation and decision-making if he has a direct or indirect personal interest that conflicts with the interest referred to in paragraph 3.

If a board decision cannot be taken as a result, the board is still authorized to decide on this.

Proxy

7. The board is authorized to decide to appoint officials with continuous powers of representation and to determine their authority and titles.

Temporarily or permanently unable to drive

8. In the event of the absence or inability of a director, the other directors remain responsible for management. In the absence or inability of all directors, the management of the company is temporarily entrusted to one person designated for this purpose by the general meeting. The general meeting has the right, even in the event of the absence or inability of one or more, but not all, directors, to appoint a person as referred to in the previous sentence, who will then also be charged with the management.

Salary and other conditions

9. The remuneration and other employment conditions are determined separately for each director by the general meeting.

REPRESENTATION

Article 17

The board represents the company. The authority to represent only belongs to:

a. each director with the title 'general director' or 'managing director' separately;

b. two directors acting jointly.

ANNUAL ACCOUNTS

Article 18

1. The company's financial year is equal to the calendar year.

2. Annually, within five months after the end of the company's financial year, unless this period is extended by a maximum of five months by the general meeting on the basis of special circumstances, the board shall prepare annual accounts, which are available to the shareholders inspection is made at the company's office.

Within this period, the board will also make the management report available for inspection, unless the company is exempted by law from the obligation to draw up a management report.

The annual accounts are signed by all directors.

If any signature is missing, this will be reported stating reason.

3. a. The company may instruct an audit of the annual accounts. They will do so if it is legally obliged to do so or if the general meeting decides to do so. The general meeting is always authorized to grant the assignment. If this does not happen, the board will have this authority.

The assignment can be revoked at any time by the general meeting and by the person who granted it.

b. The assignment is granted to a accountant authorized by law. The appointment of an accountant is not limited by any nomination .

c. The person to whom the assignment has been given will report in writing to the board of his investigation.

4. The company ensures that the annual accounts drawn up, and insofar as a management report has been drawn up, this management report and the information to be added pursuant to Article 2:392 paragraph 1 of the Dutch Civil Code from the notice convening the general meeting intended for its consideration , be present at its office. The shareholders and other meeting rights can inspect the documents there and obtain a copy free of charge.

ADOPTION OF ANNUAL PUBLICATIONS

Article 19

1. The annual accounts are adopted by the general meeting.

The management report is adopted by the board.

2. After the proposal to adopt the annual accounts has been discussed, a proposal will be made to the general meeting to grant discharge to the directors for the policy pursued by them in the relevant financial year, to the extent that this policy from the annual accounts shows whether that policy has been announced to the general meeting.

3. The method of adopting the annual accounts as referred to in the first sentence of article 2:210 paragraph 5 of the Dutch Civil Code is excluded.

PROFIT APPROPRIATION

Article 20

Shares entitle you to profit

1. When calculating the amount that will be distributed on each share, shares each share in an equal part of the distribution. The previous sentence may be deviated from at any time with approval of all shareholders.

2. The general meeting is authorized to allocate the profit determined by the adoption of the annual accounts and to determine distributions, insofar as the shareholders' equity exceeds the reserves that must be maintained under the law or these articles of association .

3. When calculating each distribution, the shares that the company holds in its capital or for which it holds depositary receipts for shares do not count, unless these shares or depositary receipts for shares are subject to a usufruct or pledge or are depositary receipts for shares. issued as a result of which the profit right accrues to the usufructuary, the pledgee or the holder of those certificates.

Interim payments

4. The company may also make interim distributions. The provisions of this article then apply mutatis mutandis.

5. A decision to make a payment has no consequences as long as the board has not granted approval. The board merely refuses approval ring if it knows or should reasonably foresee that the company will not be able to continue paying its due debts after the distribution.

6. If the company cannot continue to pay its due debts after a distribution, the directors who knew this at the time of the distribution or who should reasonably have foreseen this will be jointly and severally liable to the company for the deficit caused by the distribution. arise with the statutory interest from the day of payment. Article 2:248 paragraph 5 of the Dutch Civil Code applies mutatis mutandis. The director who proves that he is not responsible for the fact that the company made the distribution and that he was not negligent in taking measures to avert the consequences thereof is not connected. The person who received the distribution while he knew or should reasonably have foreseen that the company would not be able to continue paying its due debts after the distribution is obliged to compensate the deficit arising from the distribution, each for a period of at least the maximum amount or value of the benefit received by . If the directors have paid the claim under the first sentence, the compensation referred to in the fourth sentence will be paid to the directors in proportion to the part paid by each director. With regard to a debt under the first or fourth sentence, the debtor is not entitled to set off. The provisions of this paragraph do not apply to distributions in the form of shares in the capital of the company or credits to unpaid shares.

7. For the purposes of paragraph 6, the person who has determined or co-determined the company's policy is treated as a director, as if he were a director. The claim cannot be brought against an administrator appointed by the court .

DIVIDEND

Article 21

The dividend is available to the shareholders from one month after its adoption, unless the general meeting determines a different period. The claims expire after five years.

Dividends that are not disposed of within five years of being made available will forfeit to the company.

GENERAL MEETING

Article 22

1. The general meetings are held in the Netherlands in the municipality where the company has its registered office. A general meeting may also be held elsewhere, but on the condition that all persons entitled to attend the meeting have approved the location of the meeting and all directors have been able to provide advice prior to the deliberation.

2. During each financial year, at least one general meeting will be held or resolved as referred to in Article 26.

Decision-making in or outside meetings takes place at least during each financial year about:

a. the annual accounts;

b. the management report, unless the company is exempted by law from the obligation to draw up a management report;

c. the proposal to grant discharge to the directors for the policy pursued by them in the relevant financial year, insofar as that policy is apparent from the annual accounts or that policy has been made known to the general meeting.

3. The following will be discussed at a general meeting:

a. topics that the board has placed on the agenda;

b. subjects, the discussion of which has been requested in writing by one or more persons entitled to attend meetings, who alone or jointly represent at least one-hundredth part of the issued capital, if the company makes the request no later than on the thirtieth day before that of the meeting has received and provided that no compelling interest of the company opposes this and which subjects are included in the convocation or announced in the same manner as the subjects referred to above under a. ;

c. which will be further discussed, with the understanding that with regard to topics that are not included in the convocation letter f are stated in an additional convocation letter with due observance of the term set for the convocation, cannot be legally decided, unless all those entitled to attend meetings have agreed that the decision-making on those subjects takes place and the directors have been given the opportunity prior to the decision-making have been asked to provide advice.

4. In the event of an extension decision as referred to in Article 18, paragraph 2, the meeting in which the annual accounts and the management report are discussed will be postponed in accordance with that decision.

5. a. Other general meetings are held as often as called for by the board. The board is obliged to convene such a meeting when one or more persons entitled to attend meetings, who alone or jointly represent at least one-hundredth of the issued capital, request a general meeting to be convened in writing and with an accurate statement of the subjects to be discussed. to call. The board will take the necessary measures so that the general meeting can be held within four weeks of the request, unless an important interest of the company opposes this.

b. If the board has not convened the meeting within four weeks, in such a way that the meeting can be held within six weeks of the request, the applicants themselves are entitled to convene the meeting.

CONVENING OF GENERAL MEETING

Article 23

1. a. Every person entitled to attend meetings is authorized, in person or by written proxy, to attend the general meeting and to speak at it.

b. The requirement for the power of attorney to be in writing is met if the power of attorney is recorded electronically.

c. When determining the extent to which a shareholder is present or represented, shares for which the law stipulates that no vote can be cast are not taken into account.

2. The notice of a general meeting is made by means of notice letters addressed to the addresses of the persons entitled to attend meetings, as stated in the register of shareholders.

3. If the person entitled to attend the meeting agrees to this, the meeting may be convened by a readable and reproducible message sent electronically to the address that he has communicated to the company for this purpose.

4. The convocation states the topics to be discussed.

You can participate and vote in general meetings by means of an electronic means of communication if this is stated in the notice.

5. The notice shall be given no later than on the eighth day before the meeting.

6. Directors have the right to attend the general meeting and as such have an advisory vote.

Making decisions without calling the meeting

7. If the notice period has not been observed or no notice has taken place, then no legal decisions can be taken, unless all persons entitled to attend have agreed that decision-making on those subjects takes place and the directors have the opportunity prior to the decision-making asked to provide advice.

Decision on topics not on the agenda

8. decisions cannot legally be made regarding subjects whose discussion has not been announced in the convocation, taking into account the term set for the convocation, unless all

those entitled to attend meetings have agreed that the decision-making on those subjects will take place and the directors prior to the decision-making have been given the opportunity to provide advice.

CHAIRMANSHIP OF GENERAL MEETING

Article 24

Chairman

1. The general meeting provides its own chairmanship. Until that moment , the chairmanship will be held by the director eldest in age present at the meeting or, failing that, by the eldest director in age present at the meeting. The minutes of the meeting are kept by a minutes-taker appointed by the chairman.

The notes

2. Both the chairman and the person who convened the meeting may determine that a notarial report is drawn up of what was transacted in the general meeting. The official report is co-signed by the chairman. The costs thereof are borne by the company.

3. If no notarial report is drawn up, the minutes of the proceedings at the general meeting will be adopted by the chairman and the minute taker of that meeting and signed by them in evidence thereof.

4. The board keeps a record of the decisions taken.

If the board is not represented at the meeting, a decision will be made by or on behalf of the chairman of the meeting will provide a copy of the decisions taken to the board as soon as possible after the meeting.

The notes are available at the company's office for inspection by the shareholders and certificate holders. Upon request, each of these will be provided with a copy or extract of these notes at a maximum of the cost price.

DECISION

Article 25

Which share has voting rights

1. Each share gives the right to cast one vote.

Making decisions by normal majority

2. All decisions of the general meeting for which a larger majority is not prescribed by law or these articles of association, will be taken with a normal ('absolute') majority of the votes cast.

Way of voting

3. Voting on matters takes place orally, voting on persons is done by unsigned slips. If an absolute majority is not obtained in the first vote on persons, a second vote will be held between the two persons who have obtained the most votes.

4. In the event of a tie, the proposal is rejected.

5. Blank votes are considered as votes not cast.

6. a. No vote may be cast in the general meeting for a share belonging to the company or to a subsidiary thereof; nor for a share of which one of them holds the certificates. Usufructuaries and pledgees of shares belonging to the company and its subsidiaries are, however, not excluded from their voting rights if the usufruct or pledge was established before the share belonged to the company or a subsidiary thereof.

b. The company or a subsidiary thereof cannot cast votes for a share on which it has a right of usufruct or a pledge.

c. When determining the extent to which the capital is represented at the meeting, shares for which no vote can be cast based on the above are not taken into account.

Electronic voting

7. If this is stated in the notice, every shareholder is authorized to participate in the general meeting, to speak and to exercise the voting right, in person or by a written proxy, by means of an electronic communication tool. , provided that the shareholder can be identified via the electronic means of communication, can directly take note of the proceedings at the meeting and can participate in the deliberations.

8. The general meeting is authorized to impose conditions in regulations on the use of the electronic means of communication. If the general meeting has exercised this power, the conditions will be announced in the notice.

9. Paragraphs 7 and 8 apply mutatis mutandis to a certificate holder.

10. Votes cast prior to the general meeting via an electronic means of communication, but not earlier than on the thirtieth day before that of the meeting, are equated with votes cast at the time of the meeting.

Suspension of voting rights in the event of default on obligations

11. A shareholder is not entitled to exercise his voting rights as long as he is in default e comply with a legal or statutory obligation.

DECISION-MAKING OUTSIDE THE GENERAL MEETING

Article 26

1. Shareholder decision-making may take place in a manner other than in a meeting, provided that all persons entitled to attend meetings have agreed to this method of decision-making in writing or electronically. Votes are cast in writing.

The requirement that votes be in writing is also met if the decision, stating the manner in which each shareholder voted, is recorded in writing or electronically. The directors are given the opportunity to provide advice prior to decision-making.

2. If decision-making takes place in accordance with paragraph 1, all requirements regarding quorum and qualified majority as determined by law or these articles of association apply mutatis mutandis, on the understanding that outside a meeting at least as many votes must be cast as the quorum requires for the relevant decision.

SPECIAL DECREES

Article 27

1. Unless the articles of association provide otherwise, decisions to amend these articles of association or to dissolve the company can only be taken in a general meeting, in which at least two-thirds of the issued capital is represented, by a majority of at least at least three-quarters of the votes cast.

2. If this capital is not represented, a new meeting shall be convened, to be held within one month after the first, but not earlier than fifteen days thereafter, at which the decisions referred to in paragraph 1 may be taken, regardless of the capital then represented. by a majority of at least three quarters of the votes cast.

The notice convening this new meeting must state that it concerns a second meeting, with due observance of the provisions of Article 2:230 paragraph 3 of the Dutch Civil Code.

3. A decision to amend the articles of association that specifically affects any right of holders of shares of a certain class or designation requires a approving decision from this group of shareholders, without prejudice to the requirement of consent where this arises from the law.

NOTICES AND COMMUNICATIONS

Article 28

1. Notifications and other communications by or to the company or the board shall be made by letter or electronically. Notices intended for for shareholders, usufructuaries, pledgees and certificate holders, will be sent to the addresses stated in the shareholders' register.

Notifications intended for the board are sent to the address of the company.

2. Announcements that must be addressed to the general meeting by law or the articles of association can be made by means of inclusion in the convocation letters.

DISSOLUTION

Article 29

1. After dissolution of the company, the liquidation will be carried out by the directors, unless the general meeting determines otherwise.

2. During the liquidation, the provisions of these articles of association will remain in force as much as possible. The provisions therein regarding directors then apply to the liquidators.

3. What remains of the assets of the dissolved company after the creditors have been paid will be distributed to the shareholders in proportion to each person's ownership of shares.

4. The company will continue to exist after its dissolution to the extent necessary to liquidate its assets.

FINAL PROVISION

Article 30

Within the limits set by law and these articles of association, the general meeting has all powers that have not been granted to others.

FINAL STATEMENTS

The founder vexplains the following.

A. MANAGEMENT, FINANCIAL YEAR, ISSUED CAPITAL

1. For the first time, directors of the company are:

a Christiaan Munro, born in Farnborough on April twelve nineteen hundred and seventy, and

b Melanie Maxwell, born in Thetford on the third of April nineteen hundred and sixty-nine.

They have both been appointed as managing directors of the company. This means that they are separately authorized to represent the company.

2. The first financial year of the company ends on December thirty-one two thousand and twenty-four.

3. At the time of incorporation, one thousand (1,000) ordinary shares, numbers 1 to 1,000, were issued. The total issued capital is one thousand euros (€ 1,000.00).

All issued shares have voting rights and profit rights.

4. The founder participates in the issued capital.

5. The address of the company is Prins Hendrikkade 21 E, 1012 TL Amsterdam.

6. The company will bear the costs of this deed.

7. The issued shares will be fully paid up in the manner and under the provisions stated below under B.

Where this applies:

- the company, means the company established by this deed; and

- the shareholder, this means the founder.

DIRECTOR'S STATEMENT

The director of the incorporated company also stated the following when granting the power of attorney.

He has not been banned from serving in the Netherlands or another member state of the European Union. A management ban can be imposed if during or in the three years prior to the declaration of bankruptcy of a legal entity:

a. the judge decides by final judgment that the director is liable for his actions or omissions towards that legal entity;

b. the director has deliberately performed, permitted or enabled legal acts on behalf of that legal entity as a result of which creditors have been significantly disadvantaged. And the judge who has annulled actions by a ruling that has become final;

c. the director has seriously failed to fulfill his information or cooperation obligations towards the trustee, despite the trustee's request;

d. the director, in whatever capacity, has been involved at least twice before in the bankruptcy of a legal entity and is personally at fault for this; or

e. a fine has been imposed on that legal entity or its director because:

- deliberately did not file a tax return, filed it incorrectly or incompletely, or

- deliberately contributed to the levying of too low an amount of taxes, or

- has deliberately failed to pay the tax due, in part or within the period set in tax law and this ruling is irrevocable.

B. MONEY DEPOSIT

The shareholder has paid up the issued shares in cash. This was done on a quality account of me, notary. The company accepts the payment and grants the shareholder discharge thereof.

END OF THIS DEED

As a notary I declare the following.

We sign this deed in the municipality of Horst aan de Maas. We will do this on the date stated at the beginning of this deed.

I have established the identity of the person present.

The person present has received a draft of the deed in time for signing.

I told them the contents of this deed. I also provided an explanation. The parties to this deed are aware of the consequences that arise for them from this deed.

The person present agrees that I do not read the deed in full. That is why I have partially presented the deed read.

Immediately after the partial reading, the person present and I signed the deed .

Signing follows.

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