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NETACENT, INC.

AMENDED AND RESTATED ARTICLES OF INCORPORATION

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Netacent, Inc., a Corporation organized and existing under and by virtue of the provisions of the Idaho Business Corporation Act (the "**IBCA**"), does hereby certify as follows.

1. The name of this Corporation is Netacent, Inc. and that this Corporation was originally incorporated pursuant to the IBCA on June 27, 2013.

2. The Board of Directors of this Corporation duly adopted resolutions proposing to amend and restate the Articles of Incorporation of this Corporation, declaring said amendment and restatement to be advisable and in the best interests of this Corporation and its shareholders, and authorizing the appropriate officers of this Corporation to solicit the consent of the shareholders therefor, which resolution setting forth the proposed amendment and restatement is as follows.

RESOLVED, that the Articles of Incorporation of this Corporation be amended and restated in its entirety to read as set forth on Exhibit A attached hereto and incorporated herein by this reference.

3. Exhibit A referred to above is attached hereto as Exhibit A and is hereby incorporated herein by this reference. These Amended and Restated Articles of Incorporation were approved by the holders of the requisite number of shares of this Corporation in accordance with Section 30-29-1003(e) of the IBCA.

4. These Amended and Restated Articles of Incorporation, which amend and restate and integrate and further amend the provisions of this Corporation's Articles of Incorporation, have been duly adopted in accordance with Section 30-29-1003 of the IBCA.

IN WITNESS WHEREOF, these Amended and Restated Articles of Incorporation have been executed by a duly authorized officer of this Corporation on this 3rd day of October, 2022.

By: 
Isaac Barrett, President

Exhibit A

NETACENT, INC.

AMENDED AND RESTATED ARTICLES OF INCORPORATION

ARTICLE I: NAME.

The name of this corporation is Netacent, Inc. (the "*Corporation*").

ARTICLE II: PRINCIPAL AND REGISTERED OFFICE.

The mailing address of the principal office of the Corporation is 723 N Mitchell Street, Suite 104, Boise, ID 83704-9768, and such address may be changed from time to time by the Board of Directors in accordance with the bylaws of the Corporation (the "*Bylaws*").

The address of the registered office of the Corporation in the State of Idaho is 1661 W Shoreline Drive, Suite 200, Boise, ID 83702. The name of its registered agent at such address is Gravis Law, PLLC.

ARTICLE III: DEFINITIONS.

As used in this Amended and Restated Articles (the "*Restated Articles*"), the following terms have the meanings set forth below:

"*Major Shareholder*" means a shareholder holding at least thirty-five percent (35%) of the outstanding shares of Common Stock.

"*Requisite Holders*" means all the Major Shareholders holding at least thirty-five percent (35%) of the outstanding shares of common stock (voting as a separate class).

ARTICLE IV: PURPOSE.

The nature of the business or purposes to be conducted or promoted is to engage in any lawful act or activity for which Corporations may be organized under the IBCA.

ARTICLE V: AUTHORIZED SHARES.

The Corporation is authorized to issue one class of capital stock, to be designated as "*Common Stock*." The aggregate number of shares the Corporation is authorized to issue shall be 100,000, with no par value, consisting of 100,000 shares of Common Stock.

A. The following rights, powers privileges and restrictions, qualifications, and limitations apply to the Common Stock.

1. Voting.

1.1 General. The holders of the Common Stock are entitled to one vote for each share of Common Stock held at all meetings of shareholders (and written actions in lieu of meetings). Unless required by law, there shall be no cumulative voting. The number of authorized shares of Common Stock may be increased or decreased (but not below the number of shares thereof then outstanding) by (in addition to any vote of the Requisite Holders that may be required by the terms of the Restated Articles) the affirmative vote of the holders of shares of capital stock of the Corporation representing a majority of the votes represented by all outstanding shares of capital stock of the Corporation entitled to vote.

1.2 Election of Directors. The holders of record of the Corporation's capital stock are entitled to elect directors by the affirmative vote of a majority of the Common Stock. Any director elected as provided in the preceding sentence may be removed without cause by the affirmative vote of the holders of the shares of the class, classes, or series of capital stock entitled to elect the director or directors, given either at a special meeting of the shareholders duly called for that purpose or pursuant to a written consent of shareholders. At any meeting held for the purpose of electing a director, the presence in person or by proxy of the holders of a majority of the outstanding shares of the class, classes, or series entitled to elect the director constitutes a quorum for the purpose of electing the director.

1.3 Major Shareholder Protective Provisions. The Corporation shall not, either directly or indirectly by amendment, merger, consolidation or otherwise, do any of the following without (in addition to any other vote required by law or the Restated Articles) the written consent or affirmative vote of the Requisite Holders, given in writing or by vote at a meeting, consenting, or voting (as the case may be) separately as a single class:

(a) alter the rights, powers or privileges of the Major Shareholders set forth in the Restated Articles, as then in effect, in a way that adversely affects the Preferred Stock;

(b) increase or decrease the authorized number of shares of any class or series of capital stock;

(c) authorize or create (by reclassification or otherwise) any new class or series of capital stock having rights, powers, or privileges set forth in the Articles of Incorporation of the Corporation, as then in effect, that are senior to or on a parity with any series of Common Stock;

(d) redeem or repurchase any shares of Common Stock (other than pursuant to employee or consultant agreements giving the Corporation the right to repurchase shares upon the termination of services pursuant to the terms of the applicable agreement);

(e) declare or pay any dividend or otherwise make a distribution to holders of Common Stock;

(f) increase or decrease the number of directors of the Corporation;

(g) liquidate, dissolve, or wind-up the business and affairs of the Corporation, or consent, agree or commit to do any of the foregoing without conditioning such consent, agreement or commitment upon obtaining the approval required by this Section 2.3.

ARTICLE VI: TRANSFERS.

A. The following provisions apply to any proposed transfer of Common Stock.

1. **Right of First Refusal.** Before any shareholder may sell, pledge, encumber or transfer to a third party any Common Stock held by such shareholder ("***Transfer Shares***"), such Transfer Shares shall be offered to the Corporation and the Major Shareholders (the "***ROFR Rightholder***") in the following manner:

1.1 **Corporation Right of First Refusal.** If at any time any shareholder proposes to sell, pledge, encumber or transfer any Transfer Shares to one or more parties, then such selling shareholder (the "***Selling Shareholder***") shall give the Corporation a written notice (the "***Notice***") stating (i) his bona fide intention to sell, pledge, encumber or transfer such Transfer Shares, (ii) the identity of the person or persons to whom the shareholder proposes to sell, pledge, encumber or transfer such Transfer Shares (the "***Proposed Transferee***"), (iii) the number of shares of such Transfer Shares proposed to be sold, pledged, encumbered or transferred (which amount of Transfer Shares shall be referred to herein as "***Offered Stock***") and (iv) the purchase price for which such shareholder proposes to sell, pledge, encumber or transfer such Offered Stock or the value placed on the Offered Stock for such sale, pledge, encumbrance or transfer. The Corporation shall have the right, at any time within thirty (30) calendar days of receipt of the above Notice, to purchase or obtain some or all of the Offered Stock at the price and on the terms specified in the Notice.

1.2 **Shareholders Right of First Refusal.** If, after the expiration of such thirty (30) day period, the Corporation has not elected to purchase all of the Offered Stock, such Selling Shareholder shall offer such Offered Stock to the ROFR Rightholders in the following manner:

1.2.1 The Selling Shareholder shall deliver a notice (the "***ROFR Notice***") to the ROFR Rightholders stating the same information set forth in the Notice to the Corporation.

1.2.2 Each of the ROFR Rightholders shall have the right, at any time within thirty (30) days of receipt of the ROFR Notice, to elect to purchase all or a portion of the remaining Offered Stock not elected to be purchased by the Corporation (the "***Remaining Stock***"), at the price per share specified in the ROFR Notice. Each ROFR

Rightholder may elect to purchase or obtain, at the price and on the terms specified in the ROFR Notice, up to that number of shares of the Remaining Stock equal to the product obtained by multiplying (A) the Remaining Stock by (B) a fraction, the numerator of which is the number of shares of the Corporation's Common Stock then held by such ROFR Rightholder and the denominator of which is the total number of shares of the Corporation's Common Stock then held by all the ROFR Rightholders.

1.2.3 After the expiration of such thirty (30)-day period, the Selling Shareholder shall promptly, in writing, notify each ROFR Rightholder that elects to purchase any portion of the Remaining Stock available to it pursuant to Section 1.2.2 (an "***Exercising ROFR Rightholder***") of any ROFR Rightholder's failure to purchase all of the Remaining Stock available to it. During the fifteen (15)-day period commencing after such notice is given, each Exercising ROFR Rightholder shall be entitled to elect to purchase that portion of the unsubscribed for Remaining Stock which is equal to the proportion that the number of shares of Common Stock then held by such Exercising ROFR Rightholder bears to the total number of shares of Common Stock then held by all Exercising ROFR Rightholders who wish to purchase some of the unsubscribed shares of Offered Stock.

1.3 Non-Cash Payments. Should the purchase price specified in the Notice or ROFR Notice be payable in property other than cash or evidences of indebtedness, the Corporation (and/or the ROFR Rightholders, as applicable) shall have the right to pay the purchase price in the form of cash equal in amount to the value of such property. If the Selling Shareholder and the Corporation (and/or the ROFR Rightholders) cannot agree on such cash value within fifteen (15) days after the Corporation's receipt of the Notice (or the ROFR Rightholders' receipt of the ROFR Rightholders' Notice, if applicable), the valuation shall be made by an appraiser of recognized standing selected by the Selling Shareholder and the Corporation (and/or the ROFR Rightholders) or, if they cannot agree on an appraiser within thirty (30) days after the Corporation's receipt of the Notice (or the ROFR Rightholders' receipt of the ROFR Rightholders' Notice), each shall select an appraiser of recognized standing and the two (2) appraisers so nominated shall appoint a third appraiser, and the determination of such third appraiser shall be determinative of such value. The cost of such appraisal shall be shared equally by the Selling Shareholder and the Corporation (and/or the ROFR Rightholders), with half of the cost borne by the Corporation and the ROFR Rightholders borne by them on a pro rata basis, based on the number of shares such parties were interested in purchasing pursuant to this Section 1. If either of the thirty (30)-day periods for the election to purchase by the Corporation or the ROFR Rightholders set forth in Section 1.1 or Section 1.2, respectively, has expired but the determination of the value of the purchase price offered by the Proposed Transferee has not yet been made, then any such period shall be extended through the fifth (5th) business day after such valuation shall have been made pursuant to this Section 1.3.

1.4 Assignment. The right of first refusal set forth in Section 1 may not be assigned or transferred, except that such right is assignable (i) by each ROFR Rightholder to any wholly owned subsidiary or parent of, or to any corporation, partner, member or entity that is, within the meaning of the 1933 Securities Act, as amended (the "***Act***"), controlling, controlled by or under common control with, any such ROFR

Rightholder, (ii) by each ROFR Rightholder to such ROFR Rightholder's spouse or to a trust established by such ROFR Rightholder for the benefit of such ROFR Rightholder's spouse, children or grandchildren, and (iii) between and among any of the ROFR Rightholders.

1.5 Permitted Sales of Refused Securities. If the Corporation and the ROFR Rightholders have not purchased all of the Offered Stock under their right of first refusal as described herein, the Selling Shareholder may then sell, pledge, encumber or transfer some or all of the Offered Stock not subscribed for by the Corporation and any Exercising ROFR Rightholders to the Proposed Transferee at a price not less than, and upon terms no more favorable to the Proposed Transferee than, those specified in the Notice (and the ROFR Notice, if any), provided that such sale, pledge, encumbrance or transfer is consummated within sixty (60) calendar days of the Corporation's receipt of the Notice, and provided further that any such sale, pledge, encumbrance or transfer is in accordance with all the terms and conditions hereof. If the Selling Shareholder fails to consummate the sale, pledge, encumbrance or transfer within such sixty (60)-day period, the right of first refusal of the Corporation and the ROFR Rightholders provided hereby (and any co-sale rights contained in Section 2 below) shall be deemed to be revived with respect to the Offered Stock and no sale, pledge, encumbrance or transfer of Transfer Shares shall be affected without first offering the shares in accordance herewith.

ARTICLE VII: PREEMPTIVE RIGHTS.

No shareholder of the Corporation has a right to purchase shares of capital stock of the Corporation sold or issued by the Corporation except to the extent that such a right may from time to time be set forth in a written agreement between the Corporation and the shareholder.

ARTICLE VIII: BYLAW PROVISIONS.

A. AMENDMENT OF BYLAWS. Subject to any additional vote required by this Restated Articles or Bylaws, in furtherance and not in limitation of the powers conferred by statute, the Board is expressly authorized to make, repeal, alter, amend and rescind any or all of the Bylaws.

B. NUMBER OF DIRECTORS. Subject to any additional vote required by this Restated Articles, the number of directors of the Corporation will be determined in the manner set forth in the Bylaws.

C. BALLOT. Elections of directors need not be by written ballot unless the Bylaws so provide.

D. MEETINGS AND BOOKS. Meetings of shareholders may be held only within or without the State of Idaho, as the Bylaws may provide. The books of the Corporation may be kept outside the State of Idaho at such place or places as may be designated from time to time by the Board or in the Bylaws.

ARTICLE IX: DIRECTOR LIABILITY.

A. LIMITATION. To the fullest extent permitted by law, a director of the Corporation shall not be personally liable to the Corporation or its shareholders for monetary damages for breach of fiduciary duty as a director. If the IBCA or any other law of the State of Idaho is amended after approval by the shareholders of this Article IX to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of the Corporation shall be eliminated or limited to the fullest extent permitted by the IBCA as so amended. Any repeal or modification of the foregoing provisions of this Article IX by the shareholders will not adversely affect any right or protection of a director of the Corporation existing at the time of, or increase the liability of any director of the Corporation with respect to any acts or omissions of such director occurring prior to, such repeal or modification.

B. INDEMNIFICATION. To the fullest extent permitted by applicable law, the Corporation is authorized to provide indemnification of (and advancement of expenses to) directors, officers and agents of the Corporation (and any other persons to which IBCA permits the Corporation to provide indemnification) through Bylaw provisions, agreements with such agents or other persons, vote of shareholders or disinterested directors or otherwise, in excess of the indemnification and advancement otherwise permitted by the IBCA.

C. MODIFICATION. Any amendment, repeal, or modification of the foregoing provisions of this Article IX will not adversely affect any right or protection of any director, officer or other agent of the Corporation existing at the time of such amendment, repeal or modification.

ARTICLE X: CORPORATE OPPORTUNITIES.

The Corporation renounces any interest or expectancy of the Corporation in, or in being offered an opportunity to participate in, or in being informed about, an Excluded Opportunity. "*Excluded Opportunity*" means any matter, transaction or interest that is presented to, or acquired, created or developed by, or which otherwise comes into the possession of, (i) any director of the Corporation who is not an employee of the Corporation or any of its subsidiaries, or (ii) any holder of Common Stock or any affiliate, partner, member, director, shareholder, employee, agent or other related person of any such holder, other than someone who is an employee of the Corporation or any of its subsidiaries (a "*Covered Person*"), unless such matter, transaction or interest is presented to, or acquired, created or developed by, or otherwise comes into the possession of, a Covered Person expressly and solely in such Covered Person's capacity as a director of the Corporation.

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