Certificate of Incorporation and Shareholders' Agreement Fat Whale Interactive Ltd.

This Certificate of Incorporation and Shareholders' Agreement ("Agreement") is entered into force on 16 February 2026, under the laws of Redmont.

1. Name and Purpose
   1.1. The name of the Corporation is Fat Whale Interactive Ltd.
   1.2. The purpose of the Corporation is to engage in any lawful act or activity permitted under the laws of Redmont, including but not limited to:
      - Interactive entertainment services
      - Digital gaming platforms
      - Casino-style gaming activities
      - Skill-based and chance-based games
      - Ancillary services related to online and in-game entertainment

   1.3. In-game company name: fat

2. Shares 2.1. The Corporation shall have one (1) class of shares.
   2.2. The total number of authorized shares is 10,000, each with a par value of $1.
   2.3. Each share carries one (1) vote. 2.4. All shares are owned by the Founder unless transferred in accordance with this Agreement.

3. Founder and Ownership
   3.1. The Founder is the sole Shareholder of the Corporation.
   3.2. The Founder holds 100% of Voting Power.
   3.3. All Shareholder decisions may be made unilaterally by the Founder and must be documented.

4. Board of Directors
   4.1. The Corporation shall have one (1) Director.
   4.2. The Founder shall serve as the sole Director.
   4.3. The Director has full authority over all corporate, financial, operational, and gaming-related decisions.

5. Gaming and Casino Operations
   5.1. The Corporation is authorized to operate casino-style gaming services, including table games, digital games of chance, and other lawful gambling activities.
   5.2. All gaming activities must comply with applicable gambling laws and regulations of Redmont, including:

      - Clear disclosure of odds

- Fair and non-manipulated outcomes
- Lawful payout structures

5.3. The Corporation may operate gaming services through in-game mechanics, Discord bots, websites, or other digital platforms.
5.4. The Corporation shall implement a “provably fair” system for all games of chance, ensuring transparency and verifiable fairness of all outcomes.
5.5. The Director has sole authority to approve, modify, suspend, or terminate any gaming product or platform.

6. Amendments
   6.1. This Agreement may be amended solely by the Founder, acting as the sole Shareholder.

7. Dispute Resolution
   7.1. Any dispute involving the Corporation shall first be handled through good faith negotiations.
   7.2. If unresolved, the dispute shall be settled through arbitration by an arbitrator appointed ad hoc.
   7.3. This Agreement shall prevail over any conflicting corporate directive or bylaw.

8. Confidentiality
   8.1. All proprietary, financial, operational, and gaming-related information is confidential unless disclosure is approved by the Founder or required by law.
   8.2. Breach of confidentiality entitles the Corporation to seek damages.

9. Financing
   9.1. The Corporation may raise funds through debt, equity, or other lawful means at the discretion of the Founder.
   9.2. Any issuance of additional shares shall be determined solely by the Founder.

10. Dividends
    10.1. Dividends may be declared at the discretion of the Founder.
    10.2. Any dividends shall be distributed to the Founder unless ownership changes.