

The undersigned:

Alexander Adriaen van Velten, civil-law notary, practising in Amsterdam, declares that the attached document is an unofficial English translation of the deed of incorporation of Nederlandse Touch Rugby Bond, executed on 22 October, 2009.

In preparing this document, an attempt has been made to translate as literally as possible without jeopardizing the overall continuity of the text. Inevitably, however, differences may occur in translation and if they do, the Dutch text will govern by law. 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.

Signed in Amsterdam, 22 October, 2009.



A handwritten signature in black ink, consisting of several overlapping loops and a long horizontal stroke, positioned to the right of the notary seal.

Reference number : 20091823.01\AVV\WBL

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**UNOFFICIAL TRANSLATION OF THE DEED OF INCORPORATION OF  
NEDERLANDSE TOUCH RUGBY BOND  
DATED 22 OCTOBER 2009**

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**Boekel De Nerée N.V.  
Advocaten Notarissen  
Viñoly Gebouw  
Gustav Mahlerplein 2  
1082 MA Amsterdam**

**BOEKEL DE NERÉE**

This twenty-second day of October two thousand nine appeared before me, Alexander Adriaen van Velten, Civil-Law Notary, practising in Amsterdam:

[REDACTED] employed at my office at the Gustav Mahlerplein 2 in Amsterdam, the Netherlands, born in [REDACTED]

[REDACTED]

[REDACTED] in this respect acting under written power of attorney for and on behalf of:

1. [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED] hereinafter referred to as: the 'Incorporator I';

2. [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED] hereinafter referred to as: the 'Incorporator II'; and

3. [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED] hereinafter referred to as: the 'Incorporator III'.

The persons appearing before me declared:

**PREAMBLE**

that they wished to incorporate an association in Dutch law ("*vereniging*", hereinafter: "association") to be governed by the following Articles of Association.

**ARTICLES OF ASSOCIATION**

Name. registered offices. Definitions

Article 1

1. The name of the association is: **Nederlandse Touch Rugby Bond.**
2. The association has its statutory seat in: Amsterdam.

3. For purposes of these Articles of Association (the 'Articles'), the following terms shall have the following meanings:
  - a. "Federation of International Touch" means the Federation of International Touch Incorporated being the peak body for the administration of Touch throughout the world;
  - b. "Touch" means the sport or game played under the rules determined from time to time by the Federation of International Touch.
  - c. "Touch Rugby" has the same meaning as Touch.

#### Objects

##### Article 2

1. The association's object is: to coordinate, develop, govern and control the game of Touch Rugby throughout the whole of the Netherlands.
2. The association attempts to achieve this object inter alia by:
  - being a member of the Federation of International Touch;
  - complying with the rules and regulations of the Federation of International Touch;
  - the organisation and facilitation of Touch Rugby training;
  - the organisation of, and the participation in, Touch Rugby competitions,and further to do all things as are incidental or conducive to the object of the association, all in the widest sense of the word.

#### Membership

##### Article 3

1. The association has members. Both natural persons and legal entities can become members of the association.
2. Applicants who apply to the Management Board in writing and who are accepted by the latter will be admitted as members. Admission will be confirmed in a statement issued by the Management Board. In the event of non-admission by the Management Board, the general meeting may resolve to admit an applicant.
3. Membership is personal and cannot be transferred or acquired by succession.

##### Article 4

1. Membership will be terminated as a result of:
  - a. the member's death (In the case of natural persons);

- b. dissolution of the member (in the case of legal entities);
- c. the member's resignation;
- d. termination by the association;
- e. expulsion.

2. A member can only resign as of the end of a financial year, and it must notify the Management Board of this fact in writing giving at least four weeks notice.

If a member has not resigned as of the above date, membership will be extended until the end of the following financial year.

Membership will be terminated immediately:

- a. if the member cannot reasonably be required to continue the membership;
- b. within a month after members have become aware or been notified of a resolution in which their rights are restricted or their obligations made more onerous;
- c. within a month after members have been notified of a resolution to convert the association into a different legal form or to merge.

3. The Management Board may terminate membership as of the end of the current financial year on behalf of the association if:

- a member has failed to comply with its financial obligations vis-à-vis the association over the current financial year in full by the first day of November after having been summoned to do so repeatedly and in writing (including email);
- a member no longer complies with the requirements which the association's current Articles of Association lay down for membership.

The period of notice must be at least four weeks.

If a termination is not announced within this period, membership will be extended until the end of the following financial year.

Termination may however entail the immediate termination of the membership if the association cannot in reason be required to let the membership continue.

Termination must be announced in writing (including email), giving reasons.

4. A member can only be expelled if it or she/he breaches the Articles of Association, bylaws or resolutions of the association or if she/he has unreasonably prejudiced the association's interests. Expulsion will be announced by the Management Board, which will notify the relevant member of the resolution at the earliest opportunity, giving reasons.

The relevant member is authorised, within a month of the receipt of the notification, to appeal to the general meeting.

The member will be suspended during the period laid down for lodging an appeal, and pending the appeal. A member who has been suspended will have no voting rights.

5. If membership is terminated in the course of a financial year, the annual subscription will remain payable for the entire year, unless the Management Board resolves otherwise.

#### Donors

##### Article 5

1. Donors are any persons admitted by the Management Board as such. The Management Board is authorised to notify a member of the termination of his/her admission as donor in writing (including email).
2. Donors are required to make an annual financial contribution to the association, for which the general meeting will fix a minimum.
3. Donors are exclusively authorised to attend and address the general meeting, but will have no voting rights in that meeting.

#### Subscription

##### Article 6

Each member is required to pay an annual subscription, the extent of which will be fixed by the general meeting.

#### The Management Board

##### Article 7

1. The Management Board will consist of at least three (3) directors who will elect a chairman, a secretary and a treasurer from their midst. Only natural persons can be directors.
2. Directors will be appointed by the general meeting from the association's members. The general meeting will decide on the number of directors.
3. The general meeting may suspend or dismiss directors at any time, giving reasons. The general meeting must adopt a resolution to suspend or dismiss a director by a majority of two-thirds of the votes cast.
4. A suspension will be lifted if the general meeting fails to resolve in favour of dismissal within three months of that date. A director who has been suspended will be given the

opportunity to account for him/herself in the general meeting and may seek the advice of legal counsel in doing so.

5. If the number of directors has dropped to below the minimum number referred to in paragraph 1 of this article, the Management Board will nevertheless continue to constitute a legally-constituted body, but will be required to convene a general meeting at the earliest opportunity to fill the vacancy or vacancies.
6. The provisions of articles 10 to 14 below will be applicable to meetings and to the decision-making process within the Management Board, to the extent possible.

#### Article 8

1. The Management Board is charged with running the association.
2. Provided it has obtained the prior approval of the general meeting, the Management Board is authorised to resolve to enter into agreements for the acquisition, disposal or charge of registered property and to enter into agreements in which the association binds itself as guarantor or joint and several debtor, warrants the performance of a third party or binds itself as security for the debts of a third party.

#### Article 9

1. The Management Board will represent the association.
2. Authority to represent the association shall also be vested in two directors acting jointly.

#### General meetings

#### Article 10

General meetings will be conducted in the municipality where the association has its registered offices.

#### Article 11

1. Members who have not been suspended, donors and any persons invited by the Management Board and/or the general meeting will have access to general meetings. A suspended member will have access to, and is authorised to address the meeting in which the resolution for his/her suspension is to be considered.
2. With the exception of a suspended member, each member will have one vote in the general meeting. Each member with voting rights can grant another member with voting rights a written power of attorney to cast his/her vote. A member with voting rights can act as holder of a power of attorney for at most two persons.

3. A unanimous resolution adopted with the prior approval of the Management Board by all the members entitled to vote will have the same effect as a resolution adopted by the general meeting, even if the members had not been convened in a meeting. Such a resolution can also be adopted in writing (including email).
4. The chairman will decide how voting will be conducted in the general meeting.
5. All resolutions for which no larger majority is required in law or in the present Articles of Association will be adopted by an absolute majority of the votes cast. In the event of a tie in voting on matters of business, the motion will be deemed to have been rejected. If there is a tie in voting when electing a person, lots will be drawn. If none of the candidates have obtained an absolute majority when voting between more than two persons, there will be a new round of voting between the two persons who obtained the highest number of votes, if necessary after an interim vote.

Article 12

1. General meetings will be chaired by the chairman or, in his/her absence, by the oldest director present at the meeting.

If no directors are present, the meeting will appoint its own chairman.

2. The decision pronounced by the chairman in a general meeting on the outcome of voting will be conclusive.

The same applies to the contents of any resolutions adopted, to the extent voting was conducted on a motion which was not recorded in writing.

If the correctness of that decision is disputed immediately after the chairman has pronounced it, there will be a new round of voting, if the majority of the meeting, or, if the original voting was not conducted in writing or by show of hands, if one of those present and entitled to vote so desires.

The legal consequences of the original vote will be cancelled as a result of the new round of voting.

3. The secretary or a person to be designated by the chairman will take minutes of the matters considered in the general meeting.

Such minutes will be adopted in the same or in the following general meeting and, in evidence thereof, signed by the chairman and the secretary of that meeting.

Article 13



1. The association's financial year is concurrent with the calendar year, in the sense that the first financial year will commence upon incorporation and will end on the thirty-first day of December of the year following the year of incorporation.

At least one general meeting will be conducted each year, within six months of the end of the financial year, unless this period is extended by the general meeting. In this general meeting, the Management Board will present its annual report on the course of events in the association and on the policy conducted. The Management Board will also submit the balance-sheet and the statement of income and expenditure to the general meeting for approval, together with the explanatory notes.

These documents must be signed by the directors, and if the signature of one or more of these is lacking, this fact will be recorded, giving reasons. After the expiry of this period, each member can commence legal proceedings to require the joint directors to comply with their obligations.

2. If an auditor's report stating that the documents referred to in the preceding paragraph are true and fair, as described in section 2:393(1) of the Netherlands Civil Code, is not submitted to the general meeting, that meeting will appoint a committee of at least two members every year. These persons may not form a part of the Management Board.
3. The Management Board is required to provide the committee with all the information it may require for its investigation, provide evidence of the association's cash position and assets and make all the association's books and records available, if desired.
4. The committee will audit the documents described in paragraphs 1 and 3.
5. If, in the committee's opinion, this audit requires special bookkeeping skills, it can arrange for the assistance of an expert for the association's account. The committee will report on its findings to the general meeting.

#### Article 14

1. The Management Board will convene general meetings as often as it deems necessary or as often as it is required to do so in law.
2. The Management Board is required to convene a general meeting in response to a written request submitted by at least one-tenth of the members entitled to vote and to do so within four weeks of the submission of such a request.

If this request is not complied with within fourteen days, the parties requesting it can

convened the general meeting themselves in the manner described in paragraph 3 or by means of an advertisement in at least one newspaper with nation-wide circulation. In that event, the persons requesting the meeting can also request persons other than the directors to chairman the meeting and to take the minutes.

3. The general meeting will be convened by means of written notices despatched to all those entitled to vote, giving at least seven days notice.

The convening notice will set out the matters to be considered.

#### Amendments to the Articles of Association

##### Article 15

1. The Articles of Association can be amended only by virtue of a resolution adopted by the general meeting convened with the announcement that it is to consider amendments to the Articles of Association.
2. The persons convening the general meeting in which a motion to amend the Articles of Association is to be considered must file a copy of the motion, setting out the verbatim text of the proposed amendment at a suitable location for examination by the members at least five days before the date of the meeting until after the day on which the meeting is conducted.
3. The general meeting can only resolve to amend the Articles of Association with a majority of at least two-thirds of the votes cast.
4. Amendments to the Articles of Association will not become effective until a notarial deed has been drawn up thereof.

Each of the directors are authorised to arrange for the execution of the deed of Amendment to the Articles of Association.

5. The provisions of paragraphs 1 and 2 are not applicable if all those entitled to vote are present or represented at the general meeting and if the resolution to amend the Articles of Association is adopted unanimously.
6. The directors are required to file an authenticated copy of the deed of Amendment to the Articles of Association and of the full text of the Articles, as these read after amendment, at the offices of the register kept by the Chamber of Commerce and Industries.

#### Winding up and liquidation

##### Article 16

1. The provisions of article 15, paragraphs 1, 2, 3 and 5 are applicable mutatis mutandis to a resolution by the general meeting to wind up the association.
2. The general meeting shall determine the use of any surplus in the resolution referred to in the previous sentence, which use shall correspond as far as possible with the objects of the association.
3. The liquidation will be conducted by the Management Board.
4. After the association has been wound up, it will continue to exist to the extent that this is necessary to liquidate its assets. The provisions of the Articles of Association will remain effective to the extent possible during the liquidation.  
The association's name must be superseded by the words 'in liquidatie' (in liquidation) in any documents and announcements issued by the association.
5. The liquidation will be completed at the point at which there are no further proceeds, to the liquidators' knowledge.
6. The books and records of the defunct association must be kept for seven (7) years after the liquidation. The liquidators will designate the person to be charged with their safekeeping.

Bylaws

Article 17

1. The general meeting may adopt and amend one or more bylaws providing for subjects not provided for in the present Articles of Association or not in full.
2. Bylaws may contain no provisions in breach of the law or the present Articles of Association.
3. The provisions of article 15, paragraphs 1, 2 and 5 are applicable mutatis mutandis to a resolution to adopt or amend the bylaws.

Final provision

Article 18

The general meeting will have all the powers within the association not granted to other bodies in law or in the Articles of Association.

Powers of Attorney

- ./. The written powers of attorney are evidenced by three (3) private instruments which will be -- --  
been attached to this Deed.

Final statements

Finally, the persons appearing before me declared the following:

The Incorporator I, the Incorporator II and the Incorporator III hereby each become members of the association. They appoint each of them as the first directors of the association.

End of this Deed

The Appearer, whose identity I, Civil-Law Notary, have established by means of the document referred to in this Deed, is known to me, Civil-Law Notary.

**WHEREOF RECORD,**

the substance of which was stated to the Appearer, drawn up and executed in Amsterdam, on the date mentioned in the heading hereof.

I, Civil-Law Notary, informed the person appearing before me of the substance and subsequently explained the contents of the present Deed. I also informed that person of the consequences which the present Deed would have on the parties to the Deed. The person appearing before me subsequently declared that he had taken note of the contents of the present Deed, that he consented thereto and that he did not require it to be read out in full. After some passages of the present Deed had been read out, it was then signed by the person appearing before me and by me, Civil-Law Notary.