

COMPLIANCE OFFICER APPOINTMENT AGREEMENT

This Compliance Officer Appointment Agreement (“Agreement”) is made and entered into on the date of the latest signature below (the “Effective Date”), by and between:

NOVI BV, a company registered under the laws of Curaçao, with registered address at Dr. M.J. Hugenholtzweg 25 Willemstad, Curacao, registration number 155510 (hereinafter referred to as the “**Company**”), and **Ahmet Özdenizer**, holder of Passport/ID No K00371945, residing at Britania Street 50, London, WC1X 9JH (hereinafter referred to as the “**Compliance Officer**”).

The Company and the Compliance Officer shall hereinafter be collectively referred to as the “**Parties**” and individually as a “**Party**.”

1. Appointment

The Company hereby appoints the Compliance Officer to perform **AML/CFT, KYC, Responsible Gaming, and regulatory compliance** duties in accordance with Curaçao gaming regulatory requirements and internal policies.

The Compliance Officer accepts this appointment.

2. Responsibilities of the Compliance Officer

The Compliance Officer shall:

- Implement and maintain AML/CFT and Responsible Gaming procedures.
- Oversee player onboarding, KYC, EDD (Enhanced Due Diligence) and ongoing monitoring.
- Maintain records, logs, registers, and compliance documentation.
- Identify and escalate suspicious activity and file SARs where applicable.
- Act as the primary contact point for the Master License Holder and regulatory authorities.
- Ensure staff receive ongoing AML/CFT and RG training.
- Report material compliance breaches or risks to senior management.

3. Independence

The Compliance Officer shall perform duties independently, without influence or interference. The Company shall provide **full access** to systems, records, data, and personnel necessary to carry out compliance duties.

4. Term

This appointment shall become **effective from the date of signature of this Agreement** and shall remain in force until terminated by either Party in accordance with Section 7 below.

5. Compensation

In consideration for the services rendered by the Compliance Officer under this Agreement, the Company shall pay the Compliance Officer a fee of 750 EUR per month, payable within 7 days following receipt of a valid invoice.

All payments shall be made in accordance with applicable tax and employment laws and shall represent the full and final compensation for the services provided under this Agreement.

6. Confidentiality

The Compliance Officer shall maintain confidentiality of Company information, unless disclosure is required by law or regulatory obligations.

7. Termination

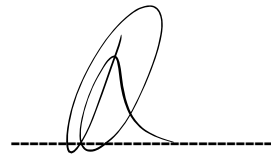
Either Party may terminate this Agreement with **30 days' written notice**, subject to proper handover of compliance responsibilities.

8. Governing Law & Jurisdiction Clause (Curacao)

This Agreement shall be governed by and construed in accordance with the laws of Curaçao.

Any dispute, controversy, or claim arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, shall be submitted to the exclusive jurisdiction of the competent courts of Curaçao.. 11.11.2025

NOVI BV



Virae Management B.V.
15 November 2025

AHMET OZDENIZER

