

ENGAGEMENT LETTER

This Engagement Letter (the “**Agreement**”) is made and entered into on 2nd June 2025, by and between:

Trendy Games B.V., a private limited liability company incorporated under the laws of Curaçao, registration number 170208, having its registered office at Schottegatweg Oost 10 Unit 1-9 Bon Bini Business Center Center, Willemstad, Curaçao, represented by the Statutory director Kurason Trust Curaçao N.V. (hereinafter referred to as the “**Company**”);

and

Andrius Karaliunas, a natural person, personal identification number 37405101133, passport number: 24619845, date of birth: 10-05-1974, residing at Asvejos str. 5, Vilnius, Republic of Lithuania, (hereinafter referred to as the “**Compliance Officer**”);

in this Agreement the Company and the Compliance Officer may be referred to as the “**Party**” and together as the “**Parties**”.

WHEREAS:

- A) The Company is applying for a Curaçao gaming licence and, in order to ensure the highest standards of regulatory compliance and the effective implementation of all relevant legal and anti-money laundering/terrorist financing (AML/CFT) prevention requirements, has decided to appoint a dedicated Compliance Officer;
- B) The Compliance Officer possesses relevant professional experience in compliance, regulatory affairs, and anti-money laundering/ terrorist financing procedures.

NOW, THEREFORE, the Parties agree as follows:

1. ENGAGEMENT

- 1.1. The Company hereby engages its Compliance Officer for the purposes of the Curaçao gaming licence application and the ongoing compliance and AML/CFT obligations of the Company.
- 1.2. The Compliance Officer accepts the engagement and undertakes to perform all duties required under applicable laws, regulations, and internal Company policies.

2. SCOPE OF SERVICES

- 2.1. The Compliance Officer shall be responsible for:

- a) Anti-Money Laundering (AML) and Counter-Terrorist Financing (CFT) Compliance:
 - Designing and implementing the Company's AML/CFT program in accordance with Curaçao laws and regulations, including the National Ordinance on Identification when Rendering Services (NOIS) and the National Ordinance on the Reporting of Unusual Transactions (NORUT).

- Conducting regular risk assessments to identify and mitigate potential money laundering and terrorist financing risks associated with the Company's operations.
 - Ensuring that all employees receive adequate training on AML/CFT policies and procedures.
 - Monitoring transactions to detect and report unusual or suspicious activities to the relevant authorities, as required by law.
- b) Regulatory Compliance:
- Ensuring the Company's ongoing compliance with all Curaçao gaming regulatory requirements, including those set forth by the GCB.
 - Acting as the primary liaison between the Company and regulatory authorities concerning compliance matters.
 - Preparing and submitting all necessary reports and documentation to regulatory bodies (including, but not limited to GCB and FIU) in a timely and accurate manner.
- c) Internal Controls and Policies:
- Developing, implementing, and maintaining internal policies and procedures to ensure compliance with applicable laws and regulations.
 - Regularly reviewing and updating the Company's compliance policies to reflect changes in laws, regulations, and industry best practices.
 - Conducting periodic audits to assess the effectiveness of internal controls and recommending improvements as necessary.
- d) Know Your Customer (KYC) and Customer Due Diligence (CDD):
- Establishing and overseeing KYC and CDD procedures to verify the identity of customers and assess the risks associated with their activities.
 - Ensuring that customer records are accurately maintained and updated in accordance with legal requirements.
- e) Responsible Gaming:
- Implementing measures to promote responsible gaming, including self-exclusion programs, age verification processes, and tools to monitor and limit player activity.
 - Providing training to staff on responsible gaming practices and ensuring that marketing materials do not target vulnerable populations.
- f) Reporting and Record-Keeping:
- Maintaining comprehensive records of all compliance-related activities, including training sessions, audits, risk assessments, and communications with regulatory authorities.
 - Preparing periodic compliance reports for the Company's management and board of directors, highlighting key issues and recommendations.
- g) Continuous Improvement:
- Staying informed about developments in compliance regulations and best practices within the gaming industry.
 - Recommending and implementing enhancements to the Company's compliance program to address emerging risks and regulatory changes.

h) Additional Duties:

- Performing any other compliance-related tasks as may be reasonably requested by the Company or required by applicable laws and regulations.

3. TERM AND TERMINATION

- 3.1. This Agreement shall commence on the date first written above and shall remain in force until terminated by either Party by providing thirty (30) days' written notice.
- 3.2. The Company may terminate this Agreement with immediate effect for cause, including but not limited to a material breach of duties or gross misconduct.

4. FEES AND PAYMENT

- 4.1. The Compliance Officer shall be remunerated on an hourly basis at the rate of 50 EUR/hour.
- 4.2. The Compliance Officer shall submit monthly invoices detailing the hours worked and tasks performed.
- 4.3. The Company shall settle all undisputed invoices within ten (10) business days of receipt.

5. CONFIDENTIALITY

- 5.1. The Compliance Officer undertakes to keep all Company information and data strictly confidential during and after the term of this Agreement, except as required by law or regulatory authorities.

6. GOVERNING LAW AND JURISDICTION

- 6.1. This Agreement shall be governed by and construed in accordance with the laws of the Curaçao.
- 6.2. Any disputes arising out of or in connection with this Agreement shall be subject to the exclusive jurisdiction of the courts of the Curaçao.

7. MISCELLANEOUS

- 7.1. This Agreement constitutes the entire understanding between the Parties in respect of its subject matter and supersedes all prior agreements, whether written or oral.
- 7.2. Any amendment or modification of this Agreement shall be made in writing and signed by both Parties.

IN WITNESS WHEREOF, this Agreement has been executed by the Parties on the date indicated above.

[signature page as follows]

For and on behalf of the Company:

Jonathan Marshall Ruwel Heymans

Compliance Officer:

Andrius Karaliunas