

APPOINTMENT LETTER

of

Topxgo N.V.

Date of appointment: 01/10/2024

Updated: 31/01/2025

Parties:

1. **Ecorpp Management N.V.**
Registered Address: Hanchi Snoa 19, Willemstad, Curaçao
Listed with the Chamber of Commerce at 151474
Represented by: Mr. Boy Hendriks LLM
("Appointor")
2. **Mr. Derek Hendriks**
CAMS Certified Compliance Professional
("Compliance Officer")

And:

Topxgo N.V. ("Client")

Registered Address: Hanchi Snoa 19, Willemstad, Curaçao
Listed with the Chamber of Commerce at 165952.

The Ultimate Beneficiary Owner ("**UBO**") of **Topxgo N.V.** is

Fedor Zavyalov

1. Purpose of the Appointment

This appointment letter ("Agreement") sets forth the terms and conditions under which **Mr. Derek Hendriks** is appointed to act as Compliance Officer for the company or companies ("Client" or "License Applicant/Holder") holding or applying for an online gaming license under the **Curaçao National Ordinance on Gaming ("LOK")** or its successor legislation.

This appointment is made by **Ecorpp Management N.V.** ("Ecorpp"), in accordance with the **Central Bank of Curaçao and Sint Maarten (CBCS)** guidelines, the **Financial Investigation Unit**, the **Curaçao Gaming Authority (CGA)** or **Gaming Control Board (GCB)** requirements, and all other applicable laws and regulations of Curaçao.

2. Scope of Responsibilities

Under this Agreement, the Compliance Officer shall:

1. **Develop, Implement, review and Oversee Compliance Policies and Procedures**
 - Ensure the Client's Anti-Money Laundering (AML) and Countering Terrorist Financing (CTF) policies and procedures align with Curaçao's legal and regulatory framework, including the **Central Bank of Curaçao and Sint Maarten** directives, **LOK law**, and guidelines issued by the **Financial Investigation Unit**.
 - Coordinate the regular submission and review of the AML/CTF policy to maintain compliance with evolving legislation and best practices.
2. **Act as Primary Contact for Regulatory Bodies**
 - Serve as the principal liaison with the **Curaçao Gaming Authority (CGA)** and other supervisory authorities.
 - Respond to inquiries, audits, and data requests from regulatory bodies, including but not limited to the CBCS, the Financial Investigation Unit, and GCB.
3. **Monitoring and Reporting**
 - Conduct ongoing assessments of the Client's compliance with relevant laws and regulations, including but not limited to the LOK law, AML/CTF requirements, and the CBCS directives.
 - Prepare and file Suspicious Activity Reports (SARs) or Unusual Transaction Reports (UTRs) with the Financial Investigation Unit, when necessary.
 - Monitor all business activities, including online gaming transactions and payment provider integrations, to detect potential violations or irregularities.
4. **Lines of Defense**
 - Establish, implement, and manage the **first and second lines of defense** within the Client's operational structure to identify, monitor, and mitigate compliance risks.
 - Coordinate with internal stakeholders to ensure that all departments understand and fulfill their respective compliance obligations.
5. **Collaboration with External Audit Function**
 - Facilitate and cooperate with the **annual external audit function** performed by **Audit Force B.V. (Curaçao)** which is the 3rd line of defence.
 - Provide the required documentation, reports, and access to relevant systems as necessary for audits or reviews.
6. **Organize Training and bring Awareness**
 - Develop and conduct training sessions for the Client's staff, including management and key personnel, to increase awareness of compliance obligations, AML/CTF measures, and best practices.
 - Ensure training records are maintained and updated in line with relevant legal requirements.
7. **Recordkeeping**
 - Maintain accurate and up-to-date records of due diligence processes, risk assessments, AML/CTF policies, and all relevant internal controls. UBO must provide all required information and remains responsible to provide all

accurate information and remain available for any changes in the business model, allowing the policies to be precise and tailored to the operations.

- Store records securely in compliance with data protection regulations and make them readily available for inspection by relevant authorities.

8. Provision of Reports to UBO and Management

- Provide regular compliance status updates and risk assessments to the Ultimate Beneficial Owner (UBO) and relevant management.
 - Advise on any changes in laws, regulations, or best practices that may impact the Client's compliance posture.
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3. Obligations of the Ultimate Beneficial Owner and the Client

1. Cooperation and Information Sharing

- The UBO and Client management shall cooperate fully with the Compliance Officer by providing all necessary documents, reports, and other relevant information in a timely manner.
- The UBO and Client shall grant the Compliance Officer, as well as any appointed external auditors (e.g., **Audit Force B.V. (Curaçao)**), access to payment providers, financial records, and any other information or platform required to fulfill the compliance function.

2. Commitment to Compliance

- The UBO shall sign and commit to uphold all applicable laws and regulations, including the requirements under the LOK law, CBCS directives, and GCB/CGA guidelines.
- The Client shall ensure that any changes in corporate structure, operations, or business activities are promptly disclosed to the Compliance Officer to maintain effective oversight.

3. Resources and Support

- The UBO and Client management agree to allocate sufficient resources (financial, human, and technological) to enable the Compliance Officer to perform his duties effectively.
 - Any additional staffing or technology required for compliance monitoring and reporting shall be discussed and approved in consultation with Ecorpp.
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4. Independence and Authority

1. Independence of the Compliance Officer

- The Compliance Officer shall have the necessary independence to perform his duties objectively, free from undue influence or conflicts of interest.

- Should any conflict of interest or obstacle arise that impedes the Compliance Officer's ability to execute his duties, it must be immediately disclosed to Ecorpp and the UBO.
 - 2. **Authority to Enforce Compliance**
 - The Compliance Officer shall have the authority to recommend and implement corrective actions, changes in policies, or additional internal controls to ensure ongoing compliance.
 - In cases of significant non-compliance, the Compliance Officer may escalate the issue to relevant regulatory authorities, in line with legal obligations.
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5. Confidentiality

1. **Obligation to Maintain Confidentiality**
 - All parties shall maintain the confidentiality of sensitive information obtained in the course of executing the obligations set out in this Agreement.
 - Information sharing shall be limited to what is strictly necessary for compliance and regulatory purposes.
 2. **Exceptions**
 - Confidential information may be disclosed only as required by law or as mandated by regulatory authorities.
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6. Term and Termination

1. **Term**
 - This Agreement shall become effective on the date of the last signature and shall remain in effect until terminated in accordance with the provisions herein or applicable law.
 2. **Termination**
 - This Agreement may be terminated by mutual written consent of the parties.
 - Ecorpp or the Compliance Officer may terminate this Agreement if the Client or UBO fails to comply with the compliance obligations under Curaçao law, subject to providing reasonable notice and opportunity to remedy any breach.
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7. Governing Law and Dispute Resolution

1. **Governing Law**
 - This Agreement shall be governed by and construed in accordance with the laws of Curaçao.
2. **Dispute Resolution**

- Any dispute arising out of or in connection with this Agreement shall be referred to negotiation in good faith. Should the parties be unable to resolve the dispute, it may be submitted to the competent courts of Curaçao.

8. Signatures

By signing below, the parties acknowledge that they have read, understood, and agreed to the terms and conditions of this Agreement, including the mandatory responsibilities and commitments required under Curaçao law and regulations.

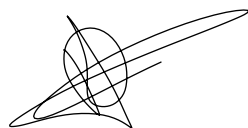
On behalf of Ecorpp Management N.V.:

Name: Boy Hendriks
Title: Director
Date: 13032025

Signature: _____

Compliance Officer Derek Hendriks)

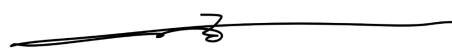
Name: Derek Hendriks
Date: 13-03-2025

Signature: _____

Ultimate Beneficial Owner (UBO) of Topxgo N.V. name: Fedor

Zavyalov

Date: 13.03.2025_____

Signature: _____