

SUB-LICENSE AGREEMENT

PARTIES

This sub-license agreement (this “**Agreement**”) is entered into on **5 May 2025**, by and between:

- (1) **Skyline Solutions Inc** a company incorporated in First Floor, Millennium House, Victoria Road, Douglas Isle of Man with registration no. 018156V.
- (2) **Sendosa B.V** a company incorporated in Zuikertuintjeweg Z/N Curacao with registration no. 166829

WHEREAS

- (A) **Skyline Solutions Inc** has been granted rights by a company within the Evolution Gaming Group (“**Evolution**”) to sub-license the Live Casino Games provided on the Live Casino Platform (each term as defined below).
- (B) **Skyline Solutions Inc** wishes to sub-license the Live Casino Games to **Sendosa B.V** and in accordance with the terms and conditions hereof.

IT IS HEREBY AGREED, in consideration of the mutual promises and covenants set forth herein, the Parties hereby agree as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 In this Agreement the following capitalised terms shall have the following meanings:

“ Action ”	means any and all third party legal actions, suits, or administrative or regulatory proceedings;
“ Applicable Laws ”	means those laws, statutes, ordinances and regulations of those jurisdictions that apply to the activities of the Parties;
“ Code of Conduct ”	means any code of conduct (including relating to responsible gaming) issued by a regulatory authority and applicable to licensed gaming services including in relation to the provision of the Live Casino Games (or marketing of the same) to users;
“ Confidential Information ”	means all commercial, financial, marketing, technical or other information of a secret or confidential nature (including trade secrets, know-how and customer information) relating to a Party and disclosed (whether in writing, verbally or by any other means and whether directly or indirectly) by such Party to the other Party whether before, on, or after the date of this Agreement;

“Field of Use”	means online gaming by means of computers and/or mobile or other electronic devices connected to the Internet and the marketing, promotion and advertising of such online gaming;
“Live Casino Games”	means the various games that are offered by Evolution to its licensees from time-to-time;
“Live Casino Games IP”	means Evolution’s Intellectual Property Rights related to the Live Casino Games;
“Live Casino Platform”	means the platform upon which the Live Casino Games are provided from time to time; and
“Prohibited Content”	means advertising or content that: (a) promotes pornographic material or is lewd, profane, obscene, unlawful or; (b) is defamatory, libelous, discriminatory or constitutes “hate speech”; (c) is in breach of any applicable Code of Conduct; or (d) relates to products or services that directly compete with the products or services of Evolution.

1.2 The headings in this Agreement are for ease of reference only and shall not affect its construction.

1.3 In this Agreement, if the context so requires, references to the singular shall include the plural and vice versa.

2. SUB-LICENSE

2.1 Subject to the terms of this Agreement, **Skyline Solutions Inc** hereby grants to **Sendosa B.V** a non-exclusive, non-transferrable sub-license of the Live Casino Games.

3. CONFIDENTIALITY

3.1 Each Party agrees that it will at all times both during the Term and at all times thereafter keep secret and confidential all Confidential Information which at any time before or during the Term comes into its knowledge, possession or control, and shall not use the Confidential Information for any purposes other than those required or permitted by this Agreement, or disclose the Confidential Information to any third party, without the other Party's prior written consent.

3.2 The obligations of confidentiality referred to in this Clause shall not apply to any information which:

- (a) is or becomes publicly available through no fault of the Party receiving such information;
- (b) the other Party has given prior written approval to the disclosure; or

(c) is required to be disclosed by stock exchange regulation, law or the applicable rules and regulations of any competent regulatory body or authorities granting gaming licenses or certificates to the Parties, or government agency to which either Party is subject provided that (to the extent permitted by law) any such disclosure shall be made only after consultation with the other Party (or where this is not possible, the other Party shall be notified as soon as reasonably practicable after disclosure) and the obligations of confidentiality under this Clause relating to such information shall otherwise continue to apply, save to the extent of the disclosure necessary to satisfy such requirement.

3.3 Each Party may disclose Confidential Information relating to the other to those of its employees and advisers who have reasonable need to see it (each, a “**Recipient**”) provided that such Party shall procure that each Recipient is bound by obligations of confidentiality in respect of such Confidential Information at least as onerous as those under this Agreement. The disclosing Party shall be liable for a breach of this Clause by any Recipient.

3.4 Each Party will implement and maintain appropriate security procedures to prevent damage, loss or corruption of, or unauthorised access to Confidential Information.

3.5 For the avoidance of doubt, any copies of records made shall be subject to the obligations of confidentiality contained in this Agreement.

4. TERM

4.1 This Agreement will become effective on the date it is signed by both Parties (the “**Commencement Date**”).

4.2 This Agreement may be terminated by either Party, by written notice to the other Party, as follows:

- (a) on or after the occurrence of a material breach of this Agreement by the other Party, provided that, if the breach is capable of remedy, the Party in breach shall not have remedied the same within fourteen (14) days of having been given notice in writing specifying the breach and requiring it to be remedied and for these purposes a persistent series of non-material breaches shall be deemed to be an irremediable material breach; or
- (b) if the other Party ceases to do business, becomes unable to pay its debts when they fall due, becomes or is deemed insolvent, has a receiver, manager, administrator, administrative receiver or similar officer appointed in respect of the whole or any part of its assets or business, makes any composition or arrangement with its creditors, takes or suffers any similar action in consequence of debt or an order or resolution is made for its dissolution or liquidation (other than for the purpose of solvent amalgamation or reconstruction), or enters into liquidation whether compulsorily or voluntarily.
- (c) Except as outlines in clauses 4.2 (a) and 4.2 (b), either party may terminate this agreement by providing a written notice of termination to the other party at least three (3) months in advance. The terminating party shall fulfill any remaining responsibilities or payments up to the termination date.

5. MISCELLANEOUS

5.1 Neither Party may assign or transfer its rights or obligations under this Agreement to a third party

without the prior written consent of the other Party.

- 5.2 Amendments to this Agreement must be in writing and duly signed by both Parties.
- 5.3 This Agreement may be executed in counterparts, each of which shall be deemed an original. Execution and delivery of this Agreement by exchange of facsimile copies or .PDF format scanned copies bearing the signatures of the Parties will constitute a valid and binding execution and delivery of this Agreement by the Parties.
- 5.4 If any provision of the Agreement is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction such provision shall be severed and the remainder of the provisions herein shall continue in full force and effect as if the Agreement had been agreed with the invalid illegal or unenforceable provision eliminated.
- 5.5 This Agreement together with the Agreement constitutes the entire agreement between the Parties with respect to its subject matter and supersedes and extinguishes any prior drafts, agreements, undertakings, representations, warranties and arrangements of any nature and may not be modified except by an instrument in writing signed by the duly authorized representatives of the Parties.

6. APPLICABLE LAW; JURISDICTION

The Agreement (and any non-contractual obligations arising out of or in connection with the Agreement) shall be governed by the laws of Isle of Man.

7. RESTRICTED, BLOCKED & REGULATED TERRITORIES

RESTRICTED TERRITORIES

The following jurisdictions are under increased monitoring regarding strategic deficiencies in their regimes to counter money laundering and terrorist financing. Any customer well as any sublicensee is requested to conduct business in any of those regions with caution and to follow effective policies and procedures to mitigate any risks of AML/TF, including a robust KYC on all customers.

1. Afghanistan
2. Albania
3. Barbados
4. Burkina Faso
5. Cambodia
6. Cayman Islands
7. Haiti
8. Jamaica
9. Jordan
10. Mali
11. Malta
12. Morocco
13. Myanmar
14. Nicaragua
15. Pakistan
16. Panama
17. Philippines
18. Senegal
19. Turkey
20. Uganda
21. Yemen
22. Zimbabwe

BLOCKED TERRITORIES

Jurisdictions where sublicensees are under no circumstances allowed to provide any Evolution Group content (including Evolution, Netent, Red Tiger, Ezugi and BTG/Megaways):

1. Australia
2. Cuba
3. Iran
4. North Korea
5. South Sudan
6. Sudan
7. Syria
8. Taiwan

9. Ukraine
10. Crimea
11. Venezuela

REGULATED TERRITORIES

Jurisdictions where the Operator must not offer Evolution Group content for real money unless:

1. Such Operator holds a local remote gaming license for the applicable game type from the competent licensing authority of the specific jurisdiction and which has been furnished to Evolution Group and approved by Evolution Group; and
2. Evolution and the Operator have agreed, in writing, that the Operator will make available Evolution Group Games in that specific jurisdiction.

In the event that a specific jurisdiction should be divided into multiple states or regions, the Operator shall only be permitted to offer Evolution Group games for real money in such state or region as the Operator's local remote gaming license specifically permits.

1. Belgium
2. CAN- Atlantic Provinces (Nova Scotia)
3. CAN- Ontario
4. CAN-British Colombia
5. CAN-Lotto Quebec
6. Colombia
7. Croatia
8. Czech Republic
9. Denmark
10. Estonia
11. France
12. Georgia
13. Germany
14. Greece
15. Italy
16. Latvia
17. Lithuania
18. Mexico
19. Netherlands
20. Philippines
21. Portugal
22. Romania
23. South Africa
24. Spain
25. Sweden
26. Switzerland

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement.

Skyline Solutions Inc.



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By : Chung Ching Chi
Date : 5th May 2025

Sendosa B.V



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By : Chin Kit Chong
Date : 5th May 2025

SCHEDULE 1 - GAMES FEES

1. General Fees

- 1.1. **Set-up Fee:** SKYLINE shall waive the Set-up Fee for the Sendosa B.V.
- 1.2. **General Commission:** SKYLINE shall charge the following general Fees in relation to the games provided as part of the Live Games:
 - 1.2.1. Ten per cent (10%) of all Gross Gaming Revenue generated by Sendosa B.V.
 - 1.2.2. Nine per cent (9%) of all Gross Gaming Revenue generated by Sendosa B.V.
 - 1.2.3. Eight per cent (8%) of all Gross Gaming Revenue generated by Sendosa B.V.
- 1.3. **Native Roulette Package Fee:** SKYLINE shall charge the Native Roulette Fees in the amount of five thousand euro (EUR 5,000) in relation to the Turkish Shared Roulette, London Roulette and Svensk Roulette.
- 1.4. **Minimum Fee:** SKYLINE shall waive the Minimum Fee for the Sendosa B.V.

2. Table and Game Fees

SKYLINE shall charge, and the Sendosa B.V. agrees to pay, the following Fees in relation to the Live Casino Services:

- 2.1. **Blackjack Growth Table Fee:** all bets place on Blackjack Growth tables with a minimum table limit of five euros (€5) and above, are subjected to Blackjack Growth table fee of 0.12 cents per main bet
- 2.2. **Native Blackjack Growth Table Fee:** all bets place on Blackjack Native Growth tables with a minimum table limit of five euros (€5) and above, are subjected to Blackjack Growth table fee of 0.15 cents per main bet
- 2.3. **Side Bet Fee:** All side bets from blackjack and baccarat tables are subjected to side bet fee of 3%,

3. Miscellaneous

- 3.1. **Skin Fee:** For each additional Skin requested by Sendosa B.V., Sendosa B.V. shall pay SKYLINE a fee of EUR five-thousand (€5,000).
- 3.2. **White Label Fee:** For each White Label Website requested by the Sendosa B.V., and granted by SKYLINE, the Sendosa B.V., shall pay SKYLINE a fee EUR ten-thousand (€10,000).