

Sub-License
Agreement
with
JMS
Investments
Group N.V

SKYLINE SOLUTIONS INC (“the Company”)

Unanimous Directors Memorandum of Resolutions passed pursuant to the Company’s Articles of Association.

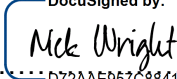
The Directors are presented with a copy of the ‘Sub-License Agreement’ from JMS Investment Group N.V (“JMS”), a company incorporated in Curacao under registration number 139753 having its registered office at Kaya Richard J. Beaujon Z/N, Curacao to ratify and retrospectively approve.

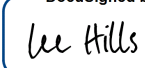
IT IS NOTED THAT the Agreement was signed by Miss Chung Ching Chi on the 11th December 2023 on behalf of the Company (as the Distributor)

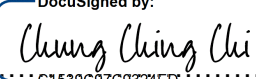
IT IS FURTHER NOTED THAT the Agreement sets out the terms for JMS participating in the Evolution Gaming Live Casino Program.

After due consideration and being in the best interests of the Company **IT IS RESOLVED THAT** the signing of the Agreement be ratified. A copy of the Agreement is attached and deemed to form part of this resolution.

Dated the 20th day of December 2023.

DocuSigned by:

.....D72AAE957C88415.....
Nicholas Wright – Director

DocuSigned by:

.....C13683BA3DFE45F.....
Lee Hills – Director

DocuSigned by:

.....C1539C97C9324ED.....
Chung Ching Chi – Director

SUB-LICENSE AGREEMENT

PARTIES

This sub-license agreement (this “**Agreement**”) is entered into on **01 December 2023**, 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) **JMS INVESTMENT GROUP N.V.**, a company incorporated in Kaya Richard J. Beaujon Z/N Curacao with registration no. 139753 (JMS)

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 **JMS Investment Group N.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 **JMS Investment Group N.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:

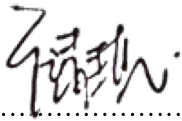
1. Such Operator holds a local remote gaming licence for the applicable game type from the competent licensing authority of the specific jurisdiction and which has been furnished to Evolution Group and approved by Evolution Group; and
2. Evolution and the Operator have agreed, in writing, that the Operator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



.....
By : Chung Ching Chi, Director
Date : 11-12-2023

JMS Investment Group N.V.



.....
By : Gouloud Hammoud f/obo Global Related Services B.V; Corporate Director
Date : December 11, 2023



.....
By: : Cem Sisman; Managing Director
Date : 11/12/2023

SCHEDULE 1 - GAMES FEES

1. General Fees

- 1.1. **Set-up Fee:** SKYLINE shall waive the Set-up Fee for the JMS.
- 1.2. **General Commission:** SKYLINE shall charge the following general Fees in relation to the games provided as part of the **Live Games**:
- (a) Thirteen per cent (13%) of all Net Gaming Revenue generated by the JMS.
- 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 JMS.
- 1.5. **"Net Gaming Revenue"** means Gross Gaming Revenue less Bonuses Deductions Capping subject to a maximum cap of ten percent (10%) of Gross Gaming Revenue for the relevant Month only in such proportion as directly attributable to the Live Games. Definition: Bonuses mean all and any bonuses granted by the OPERA TOR to Users on the Games (i) via the Promotion Suite/Reward Games API (as the case may be) and (ii) until further notice (email permitted) any other cash bonuses granted by the JMS to Users that are: (a) actually used as stakes on the Games (and not any third party product/service); and (b) are redeemable into cash by the relevant User(s) pursuant to the terms and conditions applied by the JMS to the relevant promotion and excluding any bonus or incentive that is not subject to what SKYLINE (acting reasonably and in good faith) considers to be appropriate play through requirements.

2. Table and Game Fees

SKYLINE shall charge, and the JMS agrees to pay, the following Fees in relation to the Live Casino Services:

- 2.1 Non-Live Games: contribution to the Non-Live games as per Annex 1 attached.
- 2.2 Branded/Premium Games: contribution to the Branded/Premium games as per Annex 1 attached.
- 2.3 Jackpot Games: contribution to the Jackpot games as per Annex 2 attached.
- 2.4 High Stake Table Fee:
- 2.5 **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
- 2.6 **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
- 2.7 **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 the JMS, the JMS shall pay SKYLINE a fee of EUR five-thousand (€5,000).
- 3.2 **White Label Fee:** For each White Label Website requested by the JMS and granted by SKYLINE, the JMS shall pay SKYLINE a fee EUR ten-thousand (€10,000).

 Cem

Annex 1: NON-LIVE GAMES AND BRANDED/PREMIUM GAMES

Evolution and SKYLINE shall be entitled, upon each renewal of this Agreement, to increase its fees to reflect general cost increases to the levels as may be agreed by the Parties in writing, including fees for additional support, professional and other services.

1.1	In relation to the Non-Live Games: 1.1.1 The JMS agrees to pay the following general fees in consideration for access to the Non-Live Games: <table border="1" data-bbox="289 535 1490 911"> <tr> <th data-bbox="289 535 682 611">Non-Live Game By type</th><th data-bbox="682 535 1490 611">Commission Fee <i>calculated as a % of Monthly GGR</i></th></tr> <tr> <td data-bbox="289 646 682 779">First Person Games</td><td data-bbox="682 646 1490 779">seven per cent (7%) of all GGR generated through the JMS Services from the First Person Games.</td></tr> <tr> <td data-bbox="289 779 682 911">First Person Game - Deal or No Deal™</td><td data-bbox="682 779 1490 911">an additional three per cent (3%) on top of the Commission Fee contemplated for First Person Games</td></tr> </table> The GGR of Non-Live Games shall be calculated in sum, i.e., the Fees of one Non-Live Game shall be set-off against the Fees for any other Non-Live Game. Where the calculation of GGR produces a negative amount in a month, the Fees in such month shall be zero. Accordingly, for greater clarity and by way of illustrative example, if in a given month First Person Game X generates GGR of+ €10,000 whilst another Non-Live Game Y, in the same month, generates GGR of - €5,000, there shall be offsetting and the GGR for First Person Games shall be calculated as €5,000.	Non-Live Game By type	Commission Fee <i>calculated as a % of Monthly GGR</i>	First Person Games	seven per cent (7%) of all GGR generated through the JMS Services from the First Person Games.	First Person Game - Deal or No Deal™	an additional three per cent (3%) on top of the Commission Fee contemplated for First Person Games														
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First Person Games	seven per cent (7%) of all GGR generated through the JMS Services from the First Person Games.																				
First Person Game - Deal or No Deal™	an additional three per cent (3%) on top of the Commission Fee contemplated for First Person Games																				
1.2	Additional Fees: The JMS agrees to pay the following fees, in addition to the Fees set out in this Schedule above, as applicable: • Blackjack Growth Table Fee; • Native Blackjack GrowthTable Fee; • Native Table Fee; • Private Table Fee: The JMS agrees to pay a Private Table Fee of seventeen thousand and five hundred Euro (€17,500), in consideration for the access of one Private Table [Baymavi];. • Side Bet(s) Fee; • Branded/Premium Games Premium Fee as follows: <table border="1" data-bbox="289 1570 1490 1986"> <tr> <th data-bbox="289 1570 613 1619">Branded/Premium Game</th><th data-bbox="613 1570 1490 1619">Premium Fee</th></tr> <tr> <td data-bbox="289 1619 613 1667">2 Hand Casino Hold'Em</td><td data-bbox="613 1619 1490 1667">One percent (1 %) of the GGR generated by 2 Hand Casino Hold'Em</td></tr> <tr> <td data-bbox="289 1667 613 1715">Casino Hold'Em</td><td data-bbox="613 1667 1490 1715">One percent (1%) of the GGR generated by Casino Hold'Em</td></tr> <tr> <td data-bbox="289 1715 613 1764">Speed Roulette</td><td data-bbox="613 1715 1490 1764">Three percent (3%) of the GGR generated by Speed Roulette</td></tr> <tr> <td data-bbox="289 1764 613 1812">Lightning Roulette</td><td data-bbox="613 1764 1490 1812">Three percent (3%) of the GGR generated by Lightning Roulette</td></tr> <tr> <td data-bbox="289 1812 613 1860">XXXtreme Lightning Roulette</td><td data-bbox="613 1812 1490 1860">Three percent (3%) of the GGR generated by XXXtreme Lightning Roulette</td></tr> <tr> <td data-bbox="289 1860 613 1908">Mega Ball</td><td data-bbox="613 1860 1490 1908">Three percent (3%) of the GGR generated by Mega Ball</td></tr> <tr> <td data-bbox="289 1908 613 1957">Infinite Blackjack</td><td data-bbox="613 1908 1490 1957">the Commission payable pursuant to the Agreement</td></tr> <tr> <td data-bbox="289 1957 613 2005">Lightning Dice</td><td data-bbox="613 1957 1490 2005">Three percent (3%) of the GGR generated by Lightning Dice</td></tr> <tr> <td data-bbox="289 2005 613 2053">Lightning Baccarat</td><td data-bbox="613 2005 1490 2053">Three percent (3%) of the GGR generated by Lightning Baccarat</td></tr> </table>	Branded/Premium Game	Premium Fee	2 Hand Casino Hold'Em	One percent (1 %) of the GGR generated by 2 Hand Casino Hold'Em	Casino Hold'Em	One percent (1%) of the GGR generated by Casino Hold'Em	Speed Roulette	Three percent (3%) of the GGR generated by Speed Roulette	Lightning Roulette	Three percent (3%) of the GGR generated by Lightning Roulette	XXXtreme Lightning Roulette	Three percent (3%) of the GGR generated by XXXtreme Lightning Roulette	Mega Ball	Three percent (3%) of the GGR generated by Mega Ball	Infinite Blackjack	the Commission payable pursuant to the Agreement	Lightning Dice	Three percent (3%) of the GGR generated by Lightning Dice	Lightning Baccarat	Three percent (3%) of the GGR generated by Lightning Baccarat
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Lightning Dice	Three percent (3%) of the GGR generated by Lightning Dice																				
Lightning Baccarat	Three percent (3%) of the GGR generated by Lightning Baccarat																				



Lightning Blackjack	Three percent (3%) of the GGR generated by Lightning Blackjack
Monopoly Live	Five percent (5%) of the GGR generated by Monopoly Live
Double Ball Roulette	Three percent (3%) of the GGR generated by Double Ball Roulette
Texas Hold'em Poker	Three percent (3%) of the GGR generated by Texas Hold'em Poker
Ultimate Texas Hold'Em®	Three percent (3%) of the GGR generated by Ultimate Texas Hold'Em®
Extreme Texas Holdem	Three percent (3%) of the GGR generated by Extreme Texas Holdem
Three Card Poker®/Triple Card Poker, with 6 card bonus	Three percent (3%) of the GGR generated by Three Card Poker®/Triple Card Poker, with 6 card bonus
Free Bet Blackjack®	Three percent (3%) of the GGR generated by Free Bet Blackjack®
Deal or No Deal™	Three percent (3%) of the GGR generated by Deal or No Deal™
Crazy Time	Three percent (3%) of the GGR generated by Crazy Time
Monopoly Big Baller	Five percent (5%) of the GGR generated by Monopoly Big Baller
Grand Casino Dual Play Roulette	Three percent (3%) of the GGR generated by Grand Casino Dual Play Roulette
Dragonara Dual Play Roulette	Three percent (3%) of the GGR generated by Dragonara Dual Play Roulette
Hippodrome Dual Play Roulette	Three percent (3%) of the GGR generated by Hippodrome Dual Play Roulette
Casino Malta Dual Play Roulette	Three percent (3%) of the GGR generated by Casino Malta Dual Play Roulette
Resort Atlantic City Dual Play Roulette	Three percent (3%) of the GGR generated by Resort Atlantic City Dual Play Roulette
Hard Rock Atlantic Dual Play Roulette	Three percent (3%) of the GGR generated by Hard Rock Atlantic Dual Play Roulette
Money Wheel	the Commission payable pursuant to the Agreement
Gonzo's Treasure Hunt™	Three percent (3%) of the GGR generated by Gonzo's Treasure Hunt™
Top Card Football Studio	Three percent (3%) of the GGR generated by Top Card Football Studio
Cash or Crash	the Commission payable pursuant to the Agreement
Fan Tan	the Commission payable pursuant to the Agreement
Crazy Coin Flip	Three percent (3%) of the GGR generated by Crazy Coin Flip
Caribbean Stud Poker	Three percent (3%) of the GGR generated by Caribbean Stud Poker
Native Lightning Roulette	Three percent (3%) of the GGR generated by Native Lightning Roulette
Native Mega Ball	Three percent (3%) of the GGR generated by Native Mega Ball
Extra Chili Epic Spins	Three percent (3%) of the GGR generated by Extra Chili Epic Spins With possible charge as commission payable pursuant to the Agreement with positioning in RNG (slots) tab
Funky Time	Three percent (3%) of the GGR generated by Funky Time

The OPERA TOR agrees that the terms and conditions of above-mentioned fees & the list of Branded Games shall be at SKYLINE's sole discretion and may be modified/updated from time to time by SKYLINE by notice (email permitted) to the JMS.

Annex 2: JACKPOT GAMES AND FINANCIALS

Jackpot Game	Initial Seed Value	Progressive Jackpot Contribution	Re-seed Contribution	Jackpot Fee
Caribbean Stud Poker	EUR 50,000	The amount corresponding to forty-five percent (45%) of the Total Jackpot Bets generated by the Jackpot Game Caribbean Stud Poker	The amount corresponding to five percent (5%) of the Total Jackpot Bets generated by the Jackpot Game Caribbean Stud Poker	The amount corresponding to five percent (5%) of the Total Jackpot Game Caribbean Stud Poker
Casino Hold' em	EUR 1,000,000	The amount corresponding to twenty-two-point five percent (22.5%) of the Total Jackpot Bets generated by the Jackpot Game Casino Hold' em	The amount corresponding to three percent (3%) of the Total Jackpot Bets generated by the Jackpot Game Casino Hold' em	The amount corresponding to five percent (5%) of the Total Jackpot Bets generated by the Jackpot Game Casino Hold' em

E.g. if the Total Jackpot Bets generated from the Jackpot Game Caribbean Stud Poker amounts to EUR 1,000 for a Month the following financials for that Jackpot Game will apply:

- (a) Commission on Total Jackpot Bets less the Progressive Jackpot Contribution, Re-seed Contribution and Jackpot Fee;
- (b) Progressive Jackpot Contribution (payable to Evolution): EUR 450;
- (c) Re-seed Contribution (payable to Evolution): EUR 50; and
- (d) Jackpot Fee (payable to Evolution): EUR 50.

Signature:



Email: gouloud.hammoud@g-force-corporate-services.com

