

GAME PROVIDER AGREEMENT

This Game Provider Agreement (the “Agreement”) is made and effective as of June 8th 2026 (the “Effective Date”), by and between:

CARIBBEAN VISTA MEDIA B.V., a company incorporated pursuant to the laws of Curaçao, with company registration number 165560, whose registered office address is Zuikertuintjeweg Z/N, Curacao.

(“Licensor”)

AND

SKYLINE NEXUS CORPORATION,

a corporation duly organized and existing under the laws of the Republic of the Philippines (company registration number 2024120181258-01), with principal office address at 12F Aseana One building, Bradco. Avenue, Paranaque City, Philippines, represented herein by its President, **SHAWN VINCENT WEE EBOL LIM**(hereinafter referred to as the “Licensee”)

WHEREAS:

- A. Licensee desires to license Licensor’s existing games and/or related technology and Licensor is willing to grant such license according to the terms of this Agreement. Additionally, Licensee shall have the right to distribute the games to third parties through resell or distribution channels; and
- B. Licensee desires to engage Licensor, and Licensor is willing to be engaged by Licensee, to provide certain support and maintenance services relating to games licensed hereunder according to the terms of this Agreement.

NOW THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth below, including those outlined in the Schedules attached to this Agreement (which are incorporated into this Agreement by this reference), the adequacy of which consideration is hereby accepted and acknowledged, the parties agree as follows:

1. DEFINITIONS AND INTERPRETATION

1.1. The following terms shall have the following meanings:

“Deliverables” means the Games and Documentation, as each term is defined below and Game related services set out in Section 2.3.

“Designated Servers” means servers located in those territories, operated by those entities and having those technical and security specifications required of Gaming Authorities governing the use and offering of the Games in or for the Licensed Territories.

“Fees” has the meaning ascribed to it in section 4.1.

“Games” means the Games defined in Article 2 below, which are to be licensed according to the terms and conditions of this Agreement.

“Game Demo” means a version of the Games, which may not be a complete or final version, which shall only be used by Licensee for purposes of evaluation and comment and which Licensee shall not offer or grant access to any other parties.

“Game Materials” means Intellectual Property relating to the Games and Game Demos and includes without limitation the Documentation and Intellectual Property relating to the foregoing that is created by any party to this Agreement as a result of this Agreement.

“Game Marks” means specifically the marks and any other trademarks or service marks owned or controlled by Licensor relating to the Games whether now existing or hereafter created. It shall also mean any improvements, modifications and derivative works provided for or related to the Game Marks that are created by any party as a result of this Agreement.

“Gaming Authorities” means any competent public authority, gaming regulatory authority, law enforcement agency or audit or compliance body having jurisdiction over Real Money Gaming type activities in the Licensed Territories.

“Intellectual Property Rights” means any and all right, title and interest in and to any and all trade secrets, patents, copyrights, service marks, trademarks, know-how, trade names, rights in trade dress and packaging, moral rights, rights of publicity and similar rights of any type, including any applications, continuations, or other registrations with respect to any of the foregoing, under the laws or regulations of any foreign or domestic governmental, regulatory, or judicial authority.

“Intellectual Property” means any software (including, without limitation, any object code or source code), mathematical formulae or algorithms, mathematical simulations, libraries, programs, documentation, data, manuals, graphics, text, multimedia, methods, processes and designs, content concepts, know-how and other confidential technical and business information or Intellectual Property Rights of any type or modifications or improvements to or derivative works based on any of the foregoing whether or not protectable by patent, copyright, trademark, trade secret or other applicable theory of law.

“Licensee Data” means Licensee’s data in electronic form collected, developed, received, used, or stored in connection with the Licensee’s use of the Games.

“Licensee Materials” means Licensee’s Intellectual Property and marks, trademarks or service marks owned or controlled by Licensee whether now existing or hereafter created. It shall also mean any improvements, modifications and derivative works provided for or related to the Licensee’s marks that are created by any party as a result of this Agreement.

“Licensed Product” means the Games, the Game Demos, the Game Materials and the Game Marks.

“Licensed Territory” means and includes the geographical territories, game classes and game content delivery methods as are specifically referenced in attached Schedule 1 for each of the Real Money Games. The Licensed Territory may be extended from time to time as to geographical location or as to type of gaming, by mutual written agreement of the parties.

“Licensed Website(s)” means any online gaming websites owned and/or operated by the Licensed Operators upon which the Licensee / Licensed Operators makes the Games available to End Users in the Territory listed in Schedule 1 and any other domain approved by the Licensor.

“Open Source Software” means any open source, community or other free code or libraries of any type, including, without limitation, any code which is made generally available on the Internet without charge (such as, for example purposes only, any code licensed under any version of the MIT, BSD, Apache, Mozilla or GNU GPL or LGPL licenses).

“Real Money Games” means Games deemed to be gaming, betting, lottery, sweepstakes or other form of gambling under local law or regulation where the Game-player is resident at the time of Game-play. For the avoidance of doubt, a Game may either be a Real Money Game as the term is defined herein, or not, depending on how the Game is interpreted by the local law or regulation where the Game-player is resident at the time of Game-play.

“Term” means the term of this Agreement as described in section 9.1 hereof.

“Third Party Product” means any Intellectual Property of any type, which is not the property of Licensor or Licensee.

- 1.2. Schedules. Schedules attached to this Agreement are incorporated by reference herein and made an express part hereof.
- 1.3. Conflict between Schedules and Agreement. In the event of any conflict between the provisions of this Agreement or any schedule, statement of work or change order, the provisions of this Agreement shall prevail.
- 1.4. Number and Gender. Words importing the singular include the plural and vice versa; and words importing gender include all genders.
- 1.5. Headings. The Section headings contained herein are included solely for convenience, and are not intended to be full or accurate descriptions of the content thereof and shall not be considered part of this Agreement or to affect the interpretation hereof.
- 1.6. Payment Currency. All transactions within this agreement shall be paid in USDT. The exchange rate will be determined by mutual consent

2. DELIVERABLES

- 2.1. Games. In exchange for the Fees and subject to the terms and conditions of this Agreement and the license granted hereunder, Licensor shall license to Licensee games and/or technology having those titles or themes or concepts as further set out in **Schedule 1**.

2.2. Game Service Inclusions. Services for all Games during the Term of this Agreement shall include the following:

- a. Licensors shall provide the Games integrated onto its remote gaming servers ("**RGS**");
- b. Licensors shall cooperate with the Licensee's personnel to integrate the Games on to the Licensee's technology platform and pursuant to Licensee instructions;
- c. Licensee shall be entitled to and Licensors shall assist Licensee with localizing a number of Games for a number of countries within the Licensed Territories including changing the language and coinage for the Game;
- d. Licensors shall provide Licensee with maintenance and support services limited to:
 - i. The number of hours to train the Licensee and/or its personnel in the basic maintenance of technical elements of the Games;
 - ii. De-bugging the Games as required from time to time; and
 - iii. Making any modifications to the Games that may be required to reflect any changes in gaming law or regulations applicable to the Licensed Territories at Licensors' rate prevailing at the time the work is done.

2.3. Documentation. Licensors shall provide Licensee with the Games including user manuals, reference manuals, presentation materials on-line help or other printed material or instructions relating to the operation, setup, installation and maintenance of the Games reasonably required of Licensee to exploit the Games pursuant to the provisions of this Agreement (the "**Documentation**").

2.4. Game Quality. Games will be provided in a good and professional manner. Licensors agree that the Games shall be of high quality, artistically produced, with sound, art, animation, and other physical and aesthetic content technically correct and of a quality equal to current standards for materials of similar character and purpose.

2.5. Material Conformance. Licensors shall deliver the Games in material conformance with the technology transfer, performance, look and feel and specifications agreed upon by both parties but shall in any event deliver the Games in a manner whereby they may be readily ported on to the Licensee's game technology platform (the "**Specifications**"). The Games shall be provided with a - warranty as further set out in Section 11-.

2.6. Changes. Additions or modifications to this agreement where such changes would result in additional costs to Licensors must be accomplished through the use of a "Notice" which will set out the nature of those changes and additional costs to the Licensee for same. A Notice must be in writing and signed by both parties in order to be effective. The Notice as agreed to by both parties will be incorporated into and subject to the terms and conditions of this Agreement. For greater clarification, a Notice is not required for minor changes, which do not result in an addition or material modification or where Licensors expressly waives the need for one in writing.

2.7. Personnel. Subject to the Licensors meeting its obligations under this Agreement, Licensors shall have the exclusive authority to make staffing decisions with respect to use of its personnel or

subcontractors in the provision of the Deliverables. Licensor shall ensure that all personnel and subcontractors involved in the provision of the Deliverables are appropriately qualified, skilled, and experienced to perform their assigned tasks competently. Upon reasonable request by Licensee, Licensor shall promptly replace any personnel or subcontractor who, in Licensee's reasonable opinion, fails to perform competently or to meet the standards required under this Agreement.

2.8. Game Demonstration Versions. Upon request of Licensee, subject to the terms and conditions of this Agreement and the license granted herein, Licensor shall provide Licensee with access to a Game Demo for each requested demonstration version.

3. LICENSE

3.1. Product License Grant. Subject to the terms and conditions of this Agreement, in exchange for the Fees, Licensor grants to Licensee a limited license to the Licensed Product (the Games, Game Demos, the Game Materials including Documentation and the Game Marks) during the License Term to install, execute, store, use, copy, display, distribute, perform and run the Games, solely for the purpose of Licensee financially exploiting the Games by offering the Games in the Licensed Territories to the Licensed Operators and its end users for profit, subject to the restrictions set out below.

3.2. Product License Restrictions. The license granted above shall be subject to the following license restrictions:

- a. Licensee may only offer the Games to those Operators acknowledging and accepting license agreement ;
- b. Licensee may only offer Real Money Games to those Operators in a Licensed Territory;
- c. Unless it has obtained Licensor' prior written consent, Licensee shall not either during the License Term or after termination or expiration of this Agreement: (i) modify, alter, adapt, or translate all or any part of the Game Materials; (ii) reverse engineer, decompile or disassemble the Game Materials, in whole or in part, or otherwise attempt to or permit others to derive or discover the source code of the Game Materials, nor take any other steps to discover the confidential information and/or trade secrets contained therein; (iii) publish or disclose the results of any benchmark or other test run on the Materials; or (iv) transfer or assign the license to the Licensed Product except as expressly permitted in this Agreement;
- d. Licensee shall only use the Game Marks subject to Licensor's control as to the nature, quality and use of the Game Marks, all such uses shall inure to the benefit of Licensor and all such uses shall comply with quality standards set by Licensor and communicated to the Licensee, in conducting and advertising the Games and in using the Game Marks;
- e. The Product License is limited to Licensee offering the Games via the Internet on personal computers and personal mobile devices and not for enterprise or land-based casino gaming applications or other applications not specified herein; and

- f. Licensee may only sublicense the Licensed Products subject to the sublicense restrictions set out in Section 3.3 and 3.4 below.
- 3.3. **Sublicense to Licensee Partner.** Licensee may only sublicense the Licensed Product to its corporate clients or customers, Licensed Operators, Operators, Third party operators ("**Licensee Partners**") subject to Licensee Partners entering into a license agreement with Licensee containing the following:
- a. Terms restricting any further license or sublicense of the Licensed Product to only end users of the Games;
 - b. Restrictive terms governing Licensee Partner's use of the Licensed Product at least as restrictive as those set out in Section 3.2; and
 - c. Covenants, representations and warranties made by the Licensee Partner, which are similar and/or at least as restrictive as those made by Licensee under this Agreement governing confidentiality, non-infringement of and acknowledging Licensor ownership of the Licensed Product.
- 3.4. **Demo License.** Subject to the terms and conditions of this Agreement, on providing Licensee with a Game Demo, Licensor shall grant to Licensee a limited license during the License Term to install, execute, store, use, display, perform and run Game Demos internally by its personnel and solely for the purpose of Licensee evaluating and commenting on the Games, without right to distribute, publicly display, market or directly exploit for profit or otherwise.
- 3.5. **Exclusivity.** The Product License granted herein shall not be exclusive unless an exclusive grant is expressly set out in Schedule 1 and only for those Games, Licensed Territories and periods outlined in Schedule 1. The parties may extend or modify exclusivity terms and conditions by agreement in writing.
- 3.6. **License Scope.** Licensee hereby grants to Licensor during the License Term a limited, revocable, sub licensable, nonexclusive, license to use, perform or display Licensee Materials for the sole purpose of Licensor carrying out its duties under and subject to the terms and conditions of this Agreement.
- 3.7. **No other Rights Conferred.** Nothing in this provision shall be interpreted to confer any Intellectual Property Rights or interests other than the limited licenses granted herein.
- 3.8. **Authorized Copies.** Licensee may make only as many copies of the Game Materials required to install the Games and operate them on its Designated Servers and as reasonably required for backup or archival purposes. Each copy of the Game Materials made by Licensee hereunder shall contain the same copyright, confidentiality, and other proprietary notices and legends that appear on the original copy thereof provided to Licensee hereunder. The rights conferred in this section shall exist during the License Term and expire five (5) business days after termination of the License Term after which the Licensee shall have erased all copies of Game Materials such that they cannot be recovered or retrieved.

3.9. Open Source/Third Party Materials. Licensor shall not include any Third Party Product or Open Source Software in or in connection with the Games without the prior written consent of Licensee.

Licensor shall provide Licensee with a written list of all Third Party Products and Open Source Software proposed to be incorporated, including the applicable license terms, at least fifteen (15) days prior to any such inclusion. To the extent any such materials are incorporated into the Games, Licensor hereby grants Licensee, during the License Term for the Licensed Territories, a license to the Third Party Product and Open Source Software (in whole or in part) in connection with Licensee's use and exploitation of the Games on license terms identical to the Product License.

4. FEES AND EXPENSES

4.1. Fees. In exchange for the Deliverables, Licensee shall pay Licensor the fees, **subject to a Final Withholding Tax of Twenty Five Percent (25%)**, -, if any, as listed in the Schedule 1.

4.2. Payment. All recurring fees are due as stated in Schedule 1.

4.3. Late Payment. Without limiting Licensor's other rights or remedies, any late payment shall be subject to interest at three percent (3%) per annum - calculated from the due date until the date of actual payment. Licensor shall not suspend services or withhold Deliverables due to late payment unless (a) the payment is more than thirty (30) days overdue, (b) Licensor has provided Licensee with written notice of non-payment and a minimum twenty (20) business days to pay, and (c) such suspension is proportionate to the amounts overdue and does not affect Deliverables that have already been substantially completed or for which payment is not yet due. Upon full payment of the outstanding balance, Licensor shall immediately resume the provision of the Deliverables to Licensee.

4.4. Entire Fees. Except as specifically provided otherwise in this Agreement, Licensor will supply at its own expense everything required for, and be responsible for all out-of-pocket costs incurred in connection with the complete production and delivery of the Games.

4.5. License Fees. Licensor shall provide data and invoices to Licensee on a monthly basis, **no later than the fifth (5th) day of each calendar month**, and Licensee shall make payments according to the rates and schedule specified in Schedule 1. If either party has concerns regarding the License Fees, they must raise License Dispute within 30 days, and both parties shall work to resolve the dispute in good faith. Licensee shall be entitled to withhold payment of the disputed portion of the invoice without penalty or interest until the License Dispute is resolved.

4.6. Gross Gaming Revenue. For the purpose of calculating License Fees, "**Real Money Gross Gaming Revenue**" shall mean and be calculated as aggregated amount of bets less the amount wins, generated from the Games per month.

4.7. Fees are subject to change in case of further discovery of yet-unknown and unreported Game requirements or unreported complexities of Licensee platform or technology. Licensor will

inform Licensee about any such discovery without delay in order to coordinate steps to agree on either adjusting the scope of Deliverables or adjusting the Fees.

- 4.8. Licensee shall make all payments contemplated by this Agreement by wire transfer to the bank account Licensor specifies in writing to Licensee from time to time. Only an authorized representative of Licensor may specify bank account information for the purposes of receiving Fees.

5. OWNERSHIP

- 5.1. Ownership of Licensor Materials. Licensor is and shall remain sole and exclusive owner of the Licensed Product and the RGS, any modifications or improvements thereto, and Intellectual Property related thereto and Licensee shall not acquire any right, title or interest therein or thereto other than the license to the Licensed Product provided to Licensee under this Agreement. Licensor represents that the Games are and will be protected by international copyright laws and treaties, as well as other laws and treaties.

- 5.2. Ownership of Licensee Materials. The parties agree that Licensee will at all times be and remain the sole and exclusive owner of all Licensee Materials and Licensor shall not acquire any right, title or interest therein or thereto other than the Licensee Materials license provided to Licensor under this Agreement.

6. LICENSEE OBLIGATIONS

In addition to other obligation of Licensee under this Agreement, Licensee shall be obligated as follows:

- a. Licensee Materials. Licensee shall cooperate with and assist Licensor by providing to Licensor requested Licensee Materials or Licensee Data required of Licensor to deliver the Deliverables in a timely manner. Any such requests shall be made with prior notice in writing and in a manner that does not unduly disrupt Licensee's operations.
- b. Real Money Games Licenses. Licensee shall be responsible for all initial and ongoing compliance and regulatory submissions and other requirements of Gaming Authorities and shall, during the Term, have, obtain and maintain any licenses, permits, approvals and/or certifications required by Gaming Authorities in order for Licensee to offer Real Money Games for sale, placement or otherwise in any targeted gaming jurisdiction including without limitation the Licensed Territories.
- c. Designated Servers. Licensee shall at all times operate the Games in connection with its technology platform from Designated Servers only.
- d. Licensee Operations. Licensee shall be responsible for their own operating cost, such as, marketing, sales, distribution and placement of the games, as well as License accounting on the Licensees side and compliance/regulatory requirements.

- e. Protection of Licensors IP. Licensee shall protect at all times the Licensed Product, such that Licensee's actions or omissions do not devalue or impair the Licensed Product. Without limiting the generality of the foregoing, if during the Term of this Agreement or any extended term thereof, any unauthorized use of the Licensed Product is made by third parties, Licensee shall upon learning of such unauthorized use, promptly notify Licensor in writing, setting forth the facts and circumstances in reasonable detail. Licensor shall retain the sole right to bring an action against such third parties with respect to the unauthorized use of the Licensed Product, at its own expense, and all recoveries therefrom shall be paid to Licensor. Both Parties agree to cooperate and to use their best commercial efforts in connection with any such claims.

7. LICENSOR OBLIGATIONS.

In addition to Licensor's other obligations under this Agreement, Licensor shall protect at all times the Game Materials such that its actions or omissions do not devalue or impair the Licensed Product. If during the Term of this Agreement or any extended Term thereof, third parties make any unauthorized use of the Licensed Product, Licensor shall upon learning of such unauthorized use bring actions against such third parties with respect to the unauthorized use of the Licensed Product, at its own expense, and all recoveries therefrom shall belong to Licensor. Licensee agrees to cooperate and to use its best efforts to assist Licensor in connection with any such actions brought by Licensor.

8. DATA MANAGEMENT.

- 8.1. Data Usage by Licensor. The Licensee Data license granted to Licensor under this Agreement is subject to the following further restrictions: Licensee Data may not be (a) used by Licensor other than in connection with improving Game functionality, Game profitability, player engagement and otherwise fulfilling its obligations under this Agreement; (b) disclosed, sold, assigned, leased, or otherwise provided to third parties; (c) commercially (or otherwise) exploited by or on behalf of Licensor, or any clients of Licensor other than in connection with providing or improving the Deliverables.
- 8.2. Data Ownership. Licensor agrees that all Licensee Data is the exclusive property of Licensee and/or users of its services and Licensor hereby waives an interest, title, lien, or right to any such Licensee Data. Licensee possesses and retains all right, title, and interest in and to Licensee Data, and Licensor's use and possession thereof is solely as Licensee's third party service provider and licensee.
- 8.3. Data Security. Licensor shall manage Licensee Data in accordance with industry standard data management and security standards.
- 8.4. Access, Use, & Legal Compulsion. Notwithstanding the foregoing, Licensor may disclose Licensee Data as required by applicable law or by proper legal or governmental authority.

Licensor will give Licensee prompt notice of any such legal or governmental demand and reasonably cooperate with Licensee in any effort to seek a protective order or otherwise to contest such required disclosure, at Licensee's expense. Any disclosure shall be strictly limited to the minimum extent required by law, and Licensor shall use commercially reasonable efforts to ensure confidentiality of the disclosed information.

- 8.5. Leaks. Licensor will promptly notify Licensee of any actual or potential exposure or misappropriation of Licensee Data (any "**Leak**") that comes to Licensor's attention. Licensor will cooperate with Licensee and with law enforcement authorities in investigating any such Leak, at Licensor's expense, except to the extent that Licensee caused the Leak. Licensor will likewise cooperate with Licensee and with law enforcement agencies in any effort to notify injured or potentially injured parties, and such cooperation will be at Licensor's expense, except to the extent that Licensee caused the Leak.

9. TERM AND TERMINATION.

- 9.1. Term. This Agreement shall commence on the Effective Date and be valid for a period of 2 (two) calendar years (hereinafter "Initial Term"), with automatic renewal upon expiration unless terminated in accordance with the provisions set out below.

- 9.2. Termination. Either party may terminate this Agreement in any of the follow events:

- a. If the other party fails to cure any material breach of this Agreement, other than nonpayment of Fees, within fifteen (15) days after receiving written notice of such breach;
- b. If the other party suspends operation other than in the normal course of business or ceases operation without a successor, and such non-operation continues for sixty (60) consecutive days;
- c. If the other party seeks protection under any bankruptcy, receivership, trust deed, creditors arrangement, composition or comparable proceeding, or if any such proceeding is instituted against such party (and not dismissed within sixty (60) days thereafter);
- d. In the event that Licensee's use of the Licensed Product or Licensor's provision of the Licensed Product is in violation of any requirements of Gaming Authorities that Licensee or Licensor is or may become subject to.
- e. Either party shall have the right, without prejudice to its other rights or remedies, to terminate this Agreement by written notice to the other party. The notice period of termination of this Agreement is two (2) months and begins on the next day after the notice was delivered, unless the parties agree in writing to a shorter notice period.

- 9.3. Termination for non-Payment. Licensor may terminate this Agreement (including revoking the Product License granted herein) immediately in any of the following the events:

- a. Licensee does not pay the Fees in accordance with the terms and conditions of this Agreement and does not cure such breach within twenty (20) business days after receiving written notice of such breach; or

- b. Licensee does not reply to three (3) or more License Disputes during the Term as required under this Agreement despite receiving written notice of the same and the Licensee fails to fulfill its obligations under this Agreement without justification.

9.4. Termination on Change of Control of one party. The other party may terminate this Agreement (including revoking the Product License granted herein) immediately in any of the following the events:

- a. a merger, arrangement, acquisition, share exchange, consolidation, or other transaction or series of transactions with any other corporation or other entity, or sale of all or substantially all of the assets of the Licensee, where that other corporation or other entity own, develop or markets games similar to the Games; or
- b. a sale or transfer of more than 50% voting shares to a person or persons acting as a group, who is or are not controlled directly or indirectly by the Licensee, in a single transaction or series of related transactions where that person or persons acting as a group own, develop or market games similar to the Games.

9.5. Survival on Termination. The following terms, conditions, representations and warranties shall survive any termination or expiration of this Agreement: Any obligation of Licensee to pay Fees due and owing pursuant to this Agreement; Articles 5 (Ownership of Deliverables), 8 (Data Management), 10 (Audit and Regulatory Compliance), 11 (Representations and Warranties), 12 (Limitation of Liability), 13 (Indemnification), 14 (Confidential Information), 15 (Non-Solicitation), 16 (Miscellaneous Provisions) and the provisions of this Article 9.

9.6. Termination of the Agreement shall be in addition to and not in lieu of any equitable remedies available to the Parties.

10. REPRESENTATIONS AND WARRANTIES

10.1. Licensors hereby represents and warrants to Licensee that:

- a. Standard of Performance. Licensors shall perform the services and provide each of the Deliverables in a timely, professional and workmanlike manner and with a degree of quality equal to or higher than applicable industry standards for similar services; and
- b. Intellectual Property Rights. The Licensed Product, including constituent elements thereof, do not and shall not (i) infringe the Intellectual Property Rights of any third party; or (ii) be subject to any restrictions or to any mortgages, liens, pledges, security interests, encumbrances or encroachments. Licensors has and will have all necessary rights to grant the licenses set forth in this Agreement.

10.2. Each party represents and warrants to the other party as follows:

- a. Compliance with Laws. Each party shall ensure that performance of its obligations under this Agreement is in compliance at all times with applicable foreign and local statutes, laws, orders and regulations;
- b. Harmful Code. Each party warrants to the other that the any media used to facilitate the provision of Deliverables shall contain no viruses or other computer instructions or

technological means intended to disrupt, damage, or interfere with the use of computers or related systems; and

- c. Due Authority. Each party warrants to the other that it has the full right and authority to enter into, execute, and perform its obligations under this Agreement and that no pending or threatened claim or litigation known to it would have a material adverse impact on its ability to perform as required by this Agreement.

10.3.Limited Product and Service Warranty. Licenser warrants that, for a period of thirty (30) days from the date of acceptance of this agreement by Licensee, the Game (excluding any Third-Party Products) will materially conform to the Specifications and perform substantially. If any Game does not so perform during such period, Licenser will use reasonable efforts to correct, at no cost to Licensee (other than reasonable pre-approved expenses, if necessary), programming and other errors in such Game to make it so perform provided that:

- a. Game Materials have been properly used by Licensee in accordance with any documentation or instructions given by Licenser to Licensee in connection therewith;
- b. Licensee notifies Licenser forthwith of the suspected errors and describes with specificity the nature of the suspected errors and of the circumstances in which they occur;
- c. Licensee or any third-party, other than Licenser, has not changed or modified the Game Materials; and
- d. the error relates to material provided solely by or on behalf of Licenser.

11. DISCLAIMERS AND LIMITATIONS ON LIABILITY

11.1.Disclaimer of other warranties. Licenser does not make any express warranties or representations regarding the Deliverables beyond what is stated in this Agreement. However, Licenser does not exclude any implied warranties of quality, performance, merchantability, or fitness for a particular purpose that are implied by law and cannot be excluded or limited.

Licenser warrants that the Deliverables will be delivered and maintained in accordance with the specifications set forth in this Agreement and will operate as described therein. In the event of any material defect or failure in the Deliverables that significantly impacts the Licensee's ability to use the Deliverables, Licenser shall make reasonable efforts to correct the defect at no additional cost to Licensee.

11.2.Without limiting the generality of the foregoing: (i) Licenser does not warrant that any of the Deliverables will perform without error or omissions or immaterial interruption; and (ii) Licenser provides no warranty regarding, and will have no responsibility for, any claim arising out of: (a) a modification of any of the Deliverables made by anyone other than Licenser unless authorized by Licenser in which case modifications shall be carried out exactly according to Licenser's instructions; (b) use of any of the Deliverables in combination with any operating system, platform, hardware or software forbidden by Licenser in this Agreement; or (c) any service interruptions, including, without limitation, power outages, system failures or other interruptions beyond the control of Licenser.

11.3.No Indirect Damages.

- a. Except for breach of warranties as to non-infringement or breach of any indemnity obligations in this Agreement, in no event shall Licensor its directors, officers, employees, agents, contractors or affiliates, be liable for any claim for: (a) indirect, consequential or punitive damages; (b) damages for loss of profits or revenue, failure to realize expected savings, loss of use of computer hardware or software; (c) contribution, indemnity or set-off in respect of any claims against Licensor; or (d) any damages whatsoever relating to Third-Party Products or materials not provided as part of the Deliverables or any goods or services not provided by Licensor, even if it has been advised of the possibility of such damages.
- b. The aforementioned No Indirect Damages also applies to the Licensee.

11.4 Limitation on Liability.

- a. Except for breach of warranties as to non-infringement, or breach of any indemnity obligations in this Agreement, Licensor, its directors', officers', employees', agents', contractors' and affiliates', maximum total liability for any claim whatsoever, including without limitation claims for tort and the other Licensee's sole remedy, shall be an award for direct, provable damages not to exceed the amounts paid hereunder by Licensee to Licensor under this Agreement, less the amount of any damages already paid.
- b. The aforementioned Limitation on Liability also applies to the Licensee.

11.5 No Special Damages. In no event will either party be liable to the other party for any special, indirect, incidental or consequential damages (including without limitation, loss of use, data, business or profits or costs of cover) arising out of or in connection with this Agreement.

12. INDEMNITIES

12.1. Mutual Indemnification. Each party shall defend, indemnify and hold harmless the other party and the other party's officers, directors, employees, subcontractors, customers and agents from and against any and all third party claims, losses, liabilities, damages, expenses and costs (including attorneys' fees and court costs) (a "**Claim**") arising from or relating to: (i) a breach of a representation or warranty made by the other party, (ii) any personal injury, death or property damage or loss caused by the gross negligence or willful misconduct of the other party (including the other party's employees, agents, or subcontractors).

12.2. Indemnification of Licensee. Licensor shall defend, indemnify and hold harmless Licensee and its officers, directors, employees from and against any and all claims, losses, liabilities, damages, expenses and costs (including attorneys' fees and court costs) (also a "**Claim**") arising from or relating to any infringement or alleged infringement by the Licensed Product or Licensor RGS of any third-party Intellectual Property Rights. If Licensed Product or any portion thereof becomes the subject of a third-party claim of intellectual property infringement, Licensor shall, at its option, either:

- a. Procure the right to use the infringing element of such Licensed Product or RGS at no additional cost to Licensee; or
- b. Replace or modify the element of such Licensed Product or RGS so that the infringing portion is no longer infringing or no longer included and so that the Licensed Product or RGS still operates in substantial conformance.

- c. The foregoing remedial options shall be the Licensee's sole remedy in the event of a thirdparty claim made against it for infringement of Intellectual Property Rights by the Licensed Product or RGS.
 - d. The Licenser agrees to fully indemnify for all actions, demands, reasonable costs, losses, penalties, damages, liability, claims and reasonable expenses (including but not limited to reasonable legal fees) which are incurred by a Defect caused by negligence on the part of the licenser, in the Games or the Platform in the amount no more than EUR 50,000 or the last 6-month royalty amount paid to the Licenser by Licensee whatever is greater.
- 12.3. Indemnification of Licenser. Licensee shall defend, indemnify and hold Licenser and its officers, directors, employees from and against any and all claims, losses, liabilities, damages, expenses and costs (including attorneys' fees and court costs) (also a "**Claim**") arising from or relating to: (i) any infringement or alleged infringement by the Licensee Materials of any third-party intellectual property right; (ii) any Leak of or unauthorized access to the Licensee Data for reasons not directly related to a Licenser act or omission; or (ii) any third party Claim brought against Licenser, except for claims of Intellectual Property infringement by the Games or RGS, in connection with any activity conducted on websites owned, operated or controlled by Licensee or third-parties on behalf of Licensee whether involving the Games or the RGS or not. (iii)
- 12.4. Conduct of Claim. The indemnified party which is subject to a Claim shall give the indemnifying party written notice of any such Claim and the indemnifying party has the right to participate in the defense of any such Claim at its expense. In no event shall the indemnified party settle any Claim without the indemnifying party's prior written consent (which consent shall not be unreasonably withheld).

13. CONFIDENTIALITY AND NON-DISCLOSURE

- 13.1. Confidentiality. Each party agrees that it shall not disclose to any third party any information concerning the customers, trade secrets, technologies, methods, processes or procedures or any other confidential financial, technical or business information of the other party which it learns during the course of its performance of this Agreement, including without limitation the existence of this Agreement, the terms of this Agreement and the parties commercial relationship together (the "**Confidential Information**"), unless:
- a. the information is already in the public domain or has been previously released to Licenser or Licensee by a third party without breach of either party's non-disclosure obligations set out in this Agreement;, or
 - b. unless such disclosure is required to be made by a party hereto to a Gaming Authority in connection with the application for or maintenance of a gaming license issued or administered by that Gaming Authority but in any event, not without informing the other non-disclosing party of such disclosure prior to it being made.

This obligation shall survive the cancellation or other termination of this Agreement.

13.2.Further Protection. In order to minimize the inadvertent disclosure of Confidential Information, each party agrees to the following:

- a. It will disclose the Confidential Information to its employees, consultants and agents only on a need to know basis for the performance of their duties in connection with work or possible work undertaken pursuant to this Agreement; and
- b. It will return (or destroy at the disclosing party's option) all written or tangible Confidential Information received from the other party or which incorporates or references the other party's Confidential Information (including all copies thereof) upon the other party's request to do so, provided that the parties shall be permitted to retain a copy of any Confidential Information in order to comply with any legal or regulatory obligations to which they may be subject. Any such Confidential Information so retained will be held subject to the confidentiality and use limitations of this Agreement.

14. NON SOLICITATION

14.1.Non-Solicitation. During the Term and for a period of two (2) years immediately following termination of this Agreement by either party, each party agrees not to solicit or induce any employee or independent contractor to terminate or breach an employment, contractual or other relationship with the other party.

15. MISCELLANEOUS PROVISIONS.

15.1.Amendment. This Agreement may only be amended by mutual written consent of both parties.

15.2.Independent Contractors. The parties acknowledge that each is an independent contractor and nothing herein constitutes a joint venture or partnership. The relationship under this Agreement shall not create any legal partnership, franchise relationship or other form of legal association between the parties that would impose a liability between the parties or to third parties.

15.3.No Waiver. Neither party will be deemed to have waived any of its rights under this Agreement by lapse of time or by any statement or representation other than (i) by an authorized representative and (ii) in an explicit written waiver. No waiver of a breach of this Agreement will constitute a waiver of any prior or subsequent breach of this Agreement.

15.4.Force Majeure. To the extent caused by force majeure, no delay, failure, or default will constitute a breach of this Agreement.

15.5.No Professional Advice Given. Licensee agrees and acknowledges that Licensor is not in the business of providing legal, financial, accounting, tax, marketing, business or other professional services or advice and the services Licensor may provide under this Agreement or any component thereof does not constitute provision of such advice.

15.6.Entire Agreement. This Agreement, including the Schedules, is the sole and entire Agreement between the parties relating to the subject matter hereof, and supersedes all prior understandings, agreements and documentation relating to such subject matter.

15.7. Severable Provisions. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will continue in full force without being impaired or invalidated in any way.

15.8. Governing Law. This Agreement shall be governed by the laws of **Republic of the Philippines**, without regard to the conflict of laws. This provision shall not prevent either party from seeking or obtaining equitable or injunctive relief in any court of law of competent jurisdiction.

15.9. Arbitration. In the event of any dispute under this Agreement, including but not limited to any claim that an event of default has occurred (hereinafter “**Dispute**”), will be resolved by binding arbitration held in accordance with the Centre for Effective Dispute Resolution (“CEDR”) Model Mediation Procedure (the “Arbitration”) in the United Kingdom. Notwithstanding anything herein to the contrary, this provision shall not prevent either party from seeking or obtaining equitable relief in any court of law of competent jurisdiction nor shall it restrict Licensor from enforcing its patent, trademark, trade secret, or other proprietary rights in a court of competent jurisdiction instead of submitting to Arbitration. Nothing in this section shall confer any rights or remedies on anyone not a party to this Agreement.

15.10. Notices. All notices, consents and other communications hereunder shall be in writing and shall be deemed to have been given (i) when delivered by hand, (ii) when sent by facsimile (with receipt confirmation), provided that a copy is promptly sent by certified mail, return receipt requested, or by overnight air courier service, (iii) one business day after sending when sent by email, or (iii) when received by addressee, if sent by certified mail, return receipt requested, or by overnight air courier service, in each case addressed or sent to the appropriate address and/or facsimile number and/or email address set forth below of the party to which notice is given, or to such changed address as such party may have fixed by notice:

If to Licensor: **Caribbean Vista Media B.V.**
Zuikertuintjeweg Z/N, Curacao.

If to Licensee:
Company Name: **Skyline Nexus Corporation**
Address: 12F Aseana One Building,
Bradco Avenue,
Paranaque City 1701,
Philippines
Email: admin@juan365.com

15.11. Assignment. Neither party may assign or delegate its duties under this Agreement or any of their respective rights or obligations hereunder, in whole or in part, to any person or entity, unless to a company of the same group of companies, without the non-assigning party’s prior written consent.

15.12. Attorney's Fees. Should any party bring legal action (including arbitration) to enforce its rights under this Agreement, the prevailing party in such action shall be entitled to recover from the losing party its reasonable attorneys' fees and costs (including court and arbitration costs) in addition to any other relief to which it is entitled.

15.13. Gaming Regulations. Either party may take any action reasonably necessary for it to comply with any requirements of Gaming Authorities in order to protect its gaming licenses and in so doing it will only take those actions required of it to make it compliant so as not to breach any terms or conditions of this Agreement if possible. If as a result of a requirement of Gaming Authorities any provision of this Agreement is deemed to be unenforceable by any party, the remaining provisions will continue in full force without being impaired or invalidated in any way and that unenforceable provision shall be replaced by one similar in effect, maintaining the commercial terms and the spirit of this Agreement intact and satisfying requirements of Gaming Authorities.

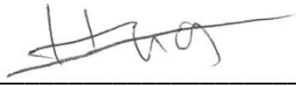
15.14. Counterparts. This Agreement may be executed in any number of separate original counterparts, each of which shall be deemed to be an original, but all of such counterparts shall together constitute one Agreement. Delivery of an executed counterpart of a signature page to this Agreement by fax shall be effective as delivery of a manually executed counterpart of this Agreement. This Agreement may be executed and transmitted by the parties in digital form (for example: *.jpg, *.pdf, *.tif) and if so executed and transmitted, this Agreement will be for all purposes as effective as if the parties had delivered and executed an original Agreement. [Execution page to follow]

[Execution page to Game Provider Agreement]

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date first set forth above.

SIGNED by authorised signatory for and on behalf of
Caribbean Vista Media B.V.,

By:



Name: Harry Hua

Title: Authorized Representative

SIGNED by authorised signatory for and on behalf
of **SKYLINE NEXUS CORPORATION**

By: _____

Name: **SHAWN VINCENT WEE EBOL LIM**

Title: President

A handwritten signature in black ink, appearing to be 'SWE' or similar, written in a cursive style.

SCHEDULE 1

- License Territories: Locations where lawful under Client's remote gaming license, excluding Taiwan.
 - RGS Platform: Licensor RGS o License Term shall commence from the "Effective Date" of this agreement.
 - Licensed Website(s): Juan365.com
- The territories of Australia, Austria, Aruba, Bonaire, Comoros, Curaçao, France, The Netherlands, Saba, Statia, St. Maarten, Singapore, Spain, the United Kingdom, the USA, all FATF Blacklisted countries, and any other jurisdictions where online gambling is deemed illegal by either the Anjouan Offshore Financial Authority or the Central Government of Curaçao, including all the aforementioned nations' territories and possessions.

FEES, INVOICING AND PAYMENT TERMS

	License Fees(€EUR)
<i>Territory</i>	<i>As agreed by both parties</i> <i>Revenue Share: As agreed by both parties</i>

To avoid any ambiguity, the applicable percentage shall be calculated monthly from the GGR generated by the Licensee as set forth by the reports provided by the Licensor.

FEE PAYMENT TERMS

Licensee shall pay the above Fees according the following payment schedule:

Fee Type	Payment Terms
License Fees	During 30 business days from the date of the invoice

JOINT MARKETING INITIATIVES (IF ANY): Not Applicable

SPECIAL GAME INTEGRATION REQUIREMENTS

(IF ANY): Not Applicable **PROJECT SCHEDULE**

AND COMPLETION DATES

Licensor will attempt to deliver the project, subject to the variables set out below, according to the following schedule:

Item	Milestone	Delivery Date
1	Licensee to launch Games	Using best efforts, as soon as possible, on receipt of Game

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)

) S.S.

BEFORE ME, a Notary Public for and in _____, this day of _____ 2026, personally appeared:

Name	Evidence of Identity	Valid Until
SHAWN WEE EBOL LIM Harry Hua		

known to me and to me known to be the same persons who executed the foregoing Game Provider Agreement and which they acknowledged before me to be their free, voluntary act and deed, and of the corporation herein represented.

This instrument, consisting of _____ pages, including the page on which this Acknowledgment is written, refers to a Game Provider Agreement signed by the parties and their instrumental witnesses on each and every page hereof and sealed with my notarial seal.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on the date and place above written.

Doc. No. _____;
Page No. _____;
Book No. _____;
Series of 2026.