

SUBLEASE AGREEMENT

THE UNDERSIGNED:

Magnus Management B.V., established in Curaçao under registration number 161202, with its registered office at Schout bij Nacht Doormanweg 40, Curaçao, legally represented in this by its Managing Director Mrs. **C.W.J. Biemans** (hereinafter known as the "Sublessor");

and

Kallila N.V., established in Curaçao under registration number 163871, with its registered office at Schout bij Nacht Doormanweg 40, Curaçao, legally represented in this by its Managing Director eMagnus Curacao B.V. which in its turn is represented by its Managing Director Ms. **A.M. Engelhardt** (hereinafter known as the "Sublessee").

Have agreed to enter into an agreement to sublet real property (hereinafter known as the "Sublease").

TAKING INTO ACCOUNT

- The Sublessor has entered into a lease agreement for an indefinite period with Stichting Particulier Fonds TBL (hereinafter known as the "Landlord");
- The Landlord has given a written permission for sublease to Sublessor;
- The Sublessor agrees to sublet, and the Sublessee agrees to rent the property located at Damacor Offices, unit 6, Schout bij Nacht Doormanweg 40, Curaçao namely an office space number 6.1 N and use of the common areas (hereinafter known as the "Premises") under the following terms and conditions:

I. Duration, extension and termination. This Sublease has been entered into for an indefinite period, commencing on October 1, 2025. Both the Sublessor as the Sublessee have the option to terminate this agreement; with due observance of a notice period of one (1) month. The afore-mentioned must be done in writing.



II. Rent. The monthly rent under this Sublease shall be € 150 (in words: one-hundred and fifty EURO's), payable quarterly. The Sublessor will provide an invoice to the Sublessee on a quarterly basis.

**III. Scope of Premises` Use.** The Sublessee is obliged to use the Premises exclusively for its business activities under the Sublessee`s Gaming License No OGL/2024/398/0495, issued by the Curacao Gaming Authority. The Sublessor hereby confirms that the Premises are equipped with the usual facilities for carrying out business activities.

IV. Utilities and telephony. The Sublessee agrees to pay a monthly fee of € 50 (in words: fifty EURO's) for the use of utilities and phone. All other operational expenses shall be for the responsibility and account of the Sublessee.

V. Liability. Upon the termination of this Sublease, the Sublessee agrees to surrender and deliver to the Sublessor the premises in the same condition as it was at the beginning of the Sublease. The Sublessee will be liable to the Sublessor for any damages occurring to the Premises during the Sublease. All actions conducted by any guests of the Sublessee are the responsibility and liability of the Sublessee.

VI. Governing Law. This Sublease shall be governed and construed in all respects by the laws of Curaçao. Any disputes arising under this Agreement or any other agreement resulting thereof shall be brought in first instance before the competent court of Curaçao, notwithstanding the Sublessor's right to have such disputes adjudicated before any other competent court.

[signature page follows]



Thus, signed in twofold on August 6, 2025.

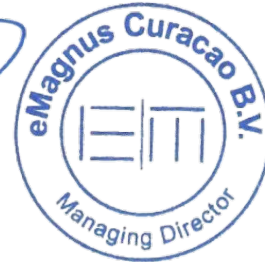
Sublessor

Biemans

Magnus Management B.V.
C.W.J. Biemans

Sublessee

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Kallila N.V.
eMagnus Curacao B.V.
A.M. Engelhardt

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