

## **SG GAMING STANDARD TERMS AND CONDITIONS FOR THE PURCHASE OF GOODS AND SERVICES**

### **1. DEFINITIONS AND INTERPRETATION**

1.1. For the purpose of these STC's the following definitions will apply:

<b>Applicable Law</b>	any statute, statutory instrument, bye-law, order, directive, treaty, decree or law (including any common law, judgment, demand, order or decision of any court, regulator or tribunal), rule, policy, guidance or recommendation issued by any governmental, statutory or regulatory body and/or industry code of conduct or guideline which relates to the Contract and/or the Service(s) and/or Good(s) and/or their manufacture, packaging, packing and/or delivery;
<b>Business Day</b>	a day that is not a Saturday, Sunday or public or bank holiday in England and/or Wales;
<b>Business Hours</b>	9:00am to 5:30pm on a Business Day;
<b>Commencement Date</b>	the date on the Customer Purchase Order;
<b>Confidential Information</b>	(i) all confidential information in tangible or intangible form (including technical, financial and product business plans, strategies and information, computer programs, code, software, technical drawings, algorithms, protocols, printing specifications, technical expertise, know-how, formulas, processes, ideas, inventions (whether patentable or not), schematics, reports and test results); and/or (ii) information disclosed in circumstances of confidence; and/or (iii) information which would be understood by like parties exercising reasonable business judgment at the time of disclosure to be proprietary which is disclosed to or otherwise acquired by a Party;
<b>Conflict Minerals</b>	without limitation includes, columbite-tantalite, cassiterite, gold, wolframite or their derivatives (specifically tantalum, tin and tungsten), or any other mineral or its derivatives that are determined by the Secretary of State of the United States, or officials in the countries where Products are manufactured, to be financing conflict in the Democratic Republic of Congo or neighboring countries (currently, Angola, Burundi, Central African Republic, the Republic of the Congo, Rwanda, South Sudan, Tanzania, Uganda and Zambia);
<b>Contract</b>	the contract between the Supplier and the Customer for purchase of Good(s) and/or Service(s);
<b>Customer</b>	the applicable of either (i) Global Draw Limited (registered number 03565480; or (ii) Barcrest Group Limited (registered number 3500514) as detailed in the Purchase Order;
<b>Customer Address</b>	the address provided by the Customer on the Purchase Order or such address that may be notified to the Supplier by the Customer from time to time;
<b>Delivery</b>	the point in time at which the Good(s) are made available to the Customer at the Customer Address;
<b>Dodd Frank Act</b>	the Dodd-Frank Wall Street Reform and Consumer Protection Act 2010 together with any amendments thereto and all regulations, statutory instruments and/orders made pursuant to it;
<b>Disputed Sums</b>	part of an amount invoiced by the Supplier which is the subject of a bona fide dispute, as notified by the Customer to the Supplier;
<b>Force Majeure</b>	any cause preventing either Party from performing any or all of its material obligations which arises from or is attributable to acts, events, omissions or accidents beyond the reasonable control of the Party so prevented including, act of God, war or national emergency, an act of terrorism, riot, civil commotion, fire, explosion, flood, storm or epidemic;
<b>Gambling Act</b>	the UK Gambling Act 2005 together with any amendments thereto and all regulations, statutory instruments and/orders made pursuant to it (and any replacement or successor legislation) including but not limited to the the Gambling Commissions Licence and Conditions and Codes of Practice (consolidated version) of May

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	2014 as the same may be amended from time to time;
<b>Gambling Commission</b>	the regulatory body by that name established pursuant to the Gambling Act (and any replacement or successor organisation);
<b>Good(s)</b>	the goods (or any part of them) detailed in the Purchase Order;
<b>Insolvency Event</b>	occurs when: (i) a petition is presented, or a meeting is convened for the purpose of considering a resolution or other steps are taken for making an administration order against or for the winding up of the other Party or an administration order or a winding up order is made against or a provisional liquidator appointed with respect to the other Party; (ii) an encumbrancer takes possession of, or a trustee or administrative receiver or similar officer is appointed in respect of, all or any part of the business or assets of the other Party, or distress or any form of execution is levied or enforced on or sued out against any assets and is not discharged within seven (7) days of being levied, enforced or sued out; (iii) the other Party is unable to pay its debts or becomes unable to pay its debts as they fall due or suspends or threatens to suspend making payments with respect to all or any class of its debts or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of doing so, in either case, within the meaning of section 268 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing of this sub clause (iii) apply; (iv) any voluntary arrangement is proposed under the Insolvency Act 1986 in respect of the other Party (other than in the case of a company for the purposes of reconstruction, amalgamation or re-financing); (v) the other Party proposes or makes any composition or arrangement or composition with, or any assignment for the benefit of, its creditors; (the other Party ceases to carry on the whole or any material part of its business and that cessation, in the reasonable opinion of the Party seeking to terminate, would be likely to affect adversely the other Party's ability to observe and perform properly and punctually any of its obligations under this Contract; and/or (vi) the other Party (being an individual) dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his or her own affairs or becomes a patient under any mental health legislation or (vii) the other Party (being an individual) is the subject of a bankruptcy petition or order (viii) anything analogous to any of the events described in paragraphs (i) to (vii), inclusive, occurs under the laws of any applicable jurisdiction;
<b>Intellectual Property Rights</b>	right to all existing and future: (i) patents, utility models, supplementary protection certificates, petty patents, inventions (whether patentable or not), registered designs, rights in copyright (including "moral" rights), database rights, design rights, semiconductor topography rights, mask work rights, trademarks and service marks; and (ii) registrations or applications to register any of the items referred to in paragraph (i); and rights in the nature of any of the items referred to in paragraphs (i) or (ii) including continuations, continuations in part and divisional applications, reputation, personality or image, trade names, business names, brand names, get-up, logos, domain names and URLs, rights in unfair competition and, without prejudice to anything set out elsewhere in this definition, rights to sue for passing off and all rights having equivalent or similar effect to, and the right to apply for any of the rights referred to in this definition in any jurisdiction;
<b>Invoice</b>	an invoice listing the transaction due for payment including any Expenses incurred, raised by the Supplier in accordance with clause 5;
<b>LCCP</b>	the Gambling Commission's Licence and Conditions and Codes of Practice (consolidated version of February 2015 as the same may

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	be amended from time to time);
<b>Parties</b>	the Supplier and the Customer together;
<b>Party</b>	either the Supplier or the Customer;
<b>Price</b>	the cost agreed for the Good(s) and/or Service(s) as detailed in the Purchase Order plus any VAT payable;
<b>Purchase Order</b>	the Customer's order to the Supplier for the supply of Good(s) and/or Service(s);
<b>Satisfactorily Delivered</b>	shall have the meaning ascribed to it at clause 6.4;
<b>Service(s)</b>	as detailed in the Purchase Order;
<b>SG Gaming</b>	the Customer;
<b>STC's</b>	the standard terms and conditions set out and as amended by the Customer from time to time;
<b>Supplier</b>	the entity or individual that supplies the Good(s) and/or Service(s) to the Customer pursuant to these terms and conditions;
<b>Territory</b>	England and Wales or such other territory as the Customer may designate;
<b>Third Parties</b>	any legal or moral entity which is not a parent, subsidiary or associated company or entity of the Parties to these STC's;
<b>VAT</b>	value added tax charged in accordance with the Value Added Tax Act 1994, at the current applicable rate (and any tax of a similar nature substituted for it or imposed in addition to it);
<b>Working Day</b>	a day other than a Saturday, Sunday or public holiday in England where banks in London are open for business.

In these STC's:

- 1.2. the masculine includes the feminine and the neuter and vice versa and the singular includes the plural and vice versa;
- 1.3. the headings to the clauses will not affect the construction or interpretation of these STC's;
- 1.4. the expression "person" means any individual, firm, body corporate, unincorporated association, partnership, government, state or agency of state;
- 1.5. unless otherwise stated references in these STC's are to clauses and Appendices in these STC's;
- 1.6. references to writing shall exclude email unless expressly provided otherwise;
- 1.7. reference to a statute or statutory provision include, unless the context otherwise requires, a reference to that statute or statutory provision as from time to time amended, modified, extended, re-enacted, consolidated and all statutory instruments, bye-laws, regulations, notices and directions made pursuant to it whether made before or after the date of these STC's;
- 1.8. any reference introduced by the term "including", "include", "in particular", or any similar expression will be construed as illustrations and will not limit the sense of the words preceding that term;
- 1.9. any reference to 'gaming machine' in this Contract shall mean a gaming machine as defined pursuant to Section 235 of the Gambling Act.

## **2. BASIS OF CONTRACT**

- 2.1. These STC's are the only terms and conditions on which the Customer will purchase Good(s) and/or Service(s) from the Supplier and will apply to the exclusion of all other terms and conditions including any terms and conditions which may otherwise be implied by trade, custom, practice or course of dealing.
- 2.2. The Purchase Order constitutes an offer by the Customer to purchase the Good(s) and/or Service(s) from the Supplier on these terms and conditions.
- 2.3. No terms and conditions which the Supplier purports to apply under any quotation, acknowledgement, acceptance or confirmation of order, delivery note, invoice or similar document (whether or not such document is referred to in the Contract) shall be binding upon the Customer unless such terms and conditions are explicitly accepted in writing by the Customer.

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- 2.4. The Purchase Order shall be deemed to be accepted on the earlier of: (i) the Supplier issuing a written acceptance of the Purchase Order; or (ii) the Supplier doing any act consistent with fulfilling the Purchase Order, at which point a Contract for the supply of Good(s) by the Supplier to the Customer on these STC's will be formed.

### **3. DELIVERY OF GOOD(S)**

- 3.1. The Supplier will deliver the Good(s) as specified in the Purchase Order to the address specified in the Purchase Order during Business Hours (or such other time as detailed in the Purchase Order) on the date specified in the Purchase Order. Delivery of the Good(s) will occur when they have been off-loaded at the Delivery Address. Time for delivery of the Good(s) is of the essence and Good(s) shall be delivered on the date and time shown on the Purchase order or as otherwise agreed in between the Customer and Supplier from time to time.
- 3.2. The Supplier shall not deliver the Good(s) in instalments without the Customer's prior written consent. Where it is agreed in writing between the Parties that the Good(s) are to be delivered by instalments, they shall be invoiced and paid for separately in accordance with clause 6 and the Customer will be entitled, at its sole discretion, to exercise its rights and remedies (whether under these STC's or otherwise) in respect of the relevant instalment or the whole Contract.
- 3.3. All Good(s) shall be suitably packed, marked, secured and delivered by the Supplier in accordance with the instructions of the Customer and any Applicable Laws and any applicable requirements of any carrier so as to secure the lowest transportation cost and so that the Good(s) arrives at the Delivery Address specified in the Purchase Order in an undamaged condition.
- 3.4. The Supplier will ensure that if it requires the Customer to return any packaging material for the Good(s) to the Supplier, that fact is clearly stated on the notice of delivery. Any such packaging material will be returned to the Supplier at the Supplier's own cost.
- 3.5. The Supplier will provide to the Customer, on or before Delivery, a written list by name and description of any harmful or potentially harmful properties or ingredients in the Good(s) supplied whether in use or otherwise and thereafter information concerning any changes in such properties or ingredients. The Customer will rely on the supply of such information from the Supplier in order to satisfy its own obligations under the Health and Safety at Work Act 1974 and any relevant Applicable Laws.
- 3.6. The Supplier represents, warrants and covenants to: (i) cooperate with Customer in connection with any due diligence that the Customer chooses to perform as part of its program to comply with the Dodd-Frank Act; (ii) provide accurate and complete information to the Customer regarding Conflict Minerals; and (iii) support the Customer's program to comply with the Dodd-Frank Act and the laws of any applicable governmental or regulatory authority regarding Conflict Minerals.
- 3.7. The Supplier will provide to the Customer, on or before Delivery, all operating and safety instructions, clearly displayed warning notices and such other information as may be necessary for the proper use, maintenance and repair of the Good(s).
- 3.8. The Customer reserves the right to mark the Good(s) immediately on Delivery. This is undertaken for the purposes of security and the Customer will not be deemed to have accepted the Good(s) by reason of this nor will the Supplier be entitled to raise an objection on this ground to any subsequent rejection of the Good(s).
- 3.9. The Supplier shall be liable for any increase in transportation/freight charges including any increases which arise from its failure to: (i) follow the delivery instructions specified in the Purchase Order; or (ii) properly describe the delivery instructions to any carriers and/or (iii) properly describe the Goods and their constituent materials.
- 3.10. The Customer and the Supplier mutually agree to assist each other in obtaining documents and other information necessary for the prosecution of claims against carriers. The conduct of any claims and/or proceedings will be determined by the Customer.
- 3.11. If the Supplier delivers less than the quantity of Good(s) ordered by the Customer, the Customer may reject the Good(s) delivered and any rejected Good(s) shall be returnable at the Supplier's risk and expense. If the Supplier delivers more than 105% of the quantity of the Good(s) ordered by the Customer, the Customer may at its discretion reject the Good(s) delivered or the excess Good(s) delivered and any rejected Good(s) shall be returnable at the Supplier's risk and expense. If the Supplier delivers less than the quantity of

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Good(s) ordered by the Customer, and the Customer accepts such delivery, the Price will be adjusted on a pro rata basis to take account of the under delivery.

#### **4. SUPPLY OF SERVICES**

4.1. The Supplier will, in performing the Service(s):

- 4.1.1. use the degree of skill, care, prudence, supervision, diligence, foresight, quality control and quality management which would be adopted by a leading professional provider of the Services;
- 4.1.2. shall ensure that the Services provided are fit for purpose;
- 4.1.3. use appropriately qualified, trained and experienced personnel;
- 4.1.4. fulfil all requirements set out in the Purchase Order including the time for performance of the Services;
- 4.1.5. conduct itself in a safe manner which is free from any unreasonable or avoidable risk to any person's health and well-being and in an economic and efficient manner;
- 4.1.6. fully co-operate with the Customer's agents, representatives and contractors;
- 4.1.7. ensure that it has and maintains all licences, permissions and consents required from time to time;
- 4.1.8. comply with all health and safety and security policies that apply at the Customer's premises and all lawful and reasonable directions of the Customer; and
- 4.1.9. not do or omit to do anything which may cause the Customer to lose any licence, permission or consent or to be in breach of any Applicable Law.

4.2. The Supplier will perform the Services on the performance date(s) set out in the Purchase Order.

4.3. Where the Customer and Supplier agree a statement of works the Supplier shall adhere to the deliverables as stipulated in the statement of works, the Parties intend that the statement of works shall not form a separate agreement but shall be part of this agreement.

#### **5. INSURANCE**

The Supplier shall keep the Good(s) insured to the full replacement value thereof until Delivery of the same to the Customer in accordance with these STC's. The Supplier shall maintain in force with a reputable insurance company insurance to cover personal injury, public liability and product liability to the minimum level of five million pounds (£5,000,000) for each event or in relation to a series of connected events. The Supplier shall also hold such other insurances as may be required to cover the liabilities that may arise under or in connection with the Contract. The Supplier shall on the Customer's request produce both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of such insurance.

#### **6. PURCHASE PRICE AND PAYMENT**

6.1. Subject to the Supplier performing its obligations in accordance with the terms of the Contract, the Customer will pay the Price to the Supplier in accordance with this clause 6.

6.2. Subject only to clause 6.3 below, the monies to be paid by the Customer in connection with the supply of the Good(s) and/or Service(s) is the Price which will be inclusive of all costs and reasonable expenses incurred by the Supplier including all packaging, insurance, carriage and reasonable delivery costs. The Customer shall not be liable to pay for any other costs and expenses incurred by the Supplier in the supply of the Good(s) and/or Service(s) unless agreed in writing and signed by the Customer.

6.3. Any sum payable under the Contract is exclusive of value added tax ("VAT") (and any other similar or equivalent taxes, duties, fees and levies imposed from time to time by any government or other authority) which will be payable in addition to that sum in the manner and at the rate prescribed by law from time to time, subject to receipt by the paying Party of a valid value added tax invoice.

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- 6.4. The Supplier may invoice the Customer for the Price of the Good(s) and/or Service(s) on or at any time after satisfactory Delivery of the Good(s) and performance of Service(s) as notified by the Customer to the Supplier. Without prejudice to the Customer's rights and remedies in respect of any defective Good(s), Good(s) shall be deemed Satisfactorily Delivered after 10 Business Days from the date of Delivery unless otherwise communicated by the Customer to the Supplier within that time.
- 6.5. Save for where VAT is not applicable, each invoice will be a valid value added tax invoice and will contain the Price, date of the invoice, invoice number, period to which the invoice relates, Good(s) and/or Service(s) to which the invoice relates and VAT and will be sent to the Customer at the address set out in the Purchase Order (or such other address as may be notified by the Customer to the Supplier from time to time).
- 6.6. The Customer shall pay invoices correctly rendered in accordance with clause 6 within forty five (45) days following the date of receipt of the invoice by the Customer. Payment shall be made in accordance with the payment method agreed between the Parties from time to time.
- 6.7. No payment made by the Customer will constitute acceptance or approval by the Customer of the Good(s) and/or Service(s) or otherwise prejudice any rights or remedies which the Customer may have against the Supplier including the right to recover any amount overpaid or wrongfully paid to the Supplier.
- 6.8. The Customer may at any time, without limiting any of its other rights or remedies (whether express or implied), set off any liability of the Supplier to the Customer against any liability of the Customer to the Supplier, whether such liability is present or future, liquidated or unliquidated, and whether or not such liability arises under the Contract or any other contract between the Parties or other cause of action.
- 6.9. Without prejudice to any other rights or remedy of the Customer, if the Customer, on bona fide grounds, disputes any part of an amount invoiced by the Supplier, the Customer will, within 30 days of the date of receipt of the relevant invoice, notify the Supplier in writing of such dispute giving details of the nature of the dispute and the amount that it claims should have been invoiced and:
  - 6.9.1. the Customer will pay that part of the invoice which is not the Disputed Sum in accordance with clause 6;
  - 6.9.2. the Customer will be entitled to withhold payment of the Disputed Sum;
  - 6.9.3. the Parties will negotiate in good faith to resolve the dispute, but if a resolution cannot be reached within 30 days of the Customer giving notice under this clause 6.9, the Customer shall have the right to terminate the Contract and the dispute may be dealt with in accordance with clause 20;
  - 6.9.4. the Supplier will provide all such information and evidence as may be reasonably necessary to verify the Disputed Sum; and
  - 6.9.5. following resolution of the dispute the Customer will, within forty five (45) days, pay to the Supplier that part of the Disputed Sum (if any) as it is resolved is payable by the Customer;
  - 6.9.6. for the avoidance of doubt, if the Customer fails to notify any dispute about the amount of an invoice to the Supplier in accordance with this clause 6.9, this will not constitute a waiver of the Customer's right to dispute the amount of that invoice.

## **7. INSPECTION OF GOODS**

- 7.1. The Customer will have the right to inspect and test the Good(s) at any time during the manufacture of the Good(s) and at any time prior to Delivery. The Customer will be permitted to place at its own expense such persons as it deems necessary to carry out such inspection and testing at the Supplier's premises or at the premises of any relevant Third Party. The Supplier will permit the Customer, its officers, employees, agents, sub-contractors and inspectors to enter the Supplier's premises or Third Party premises where the Good(s) are stored or manufactured, and will procure permission for such persons to enter any relevant Third Party premises, to carry out such inspection and testing and will provide the Customer with all facilities reasonably required.
- 7.2. All Good(s) are subject to the Customer's inspection or testing within a reasonable time after arrival at the Customer's premises. If upon inspection or testing any Good(s) are found to be unsatisfactory, defective, or of inferior quality or workmanship, or fails to meet specifications or any other requirements set out in the Purchase Order, the Customer may, without prejudice to any other rights or remedies (whether express or

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implied), return such Good(s) to the Supplier at the Supplier's own risk and expense. Where the Supplier requests and the Customer agrees, instead of returning such Good(s), the Customer shall dispose of the Good(s) and the Supplier shall be solely responsible for the disposal costs in connection with such Good(s).

- 7.3. Any payment for Good(s) made prior to inspection or testing shall not be construed to be an acceptance of unsatisfactory or defective Good(s).
- 7.4. Upon the return of any Good(s) or disposal of any Goods under clause 7.2, the Supplier shall promptly reimburse the Customer for: (i) any amounts paid by the Customer on account of the Price of such returned/disposed Good(s); and (ii) any costs incurred by the Customer in connection with the delivery return or disposal of such Good(s).
- 7.5. If, following inspection or testing under clause 7.1 or otherwise, the Customer notifies the Supplier that it is not satisfied that the Good(s) comply with clause 8.1, the Supplier will take all steps necessary to ensure compliance. Any breach of this obligation by the Supplier will be deemed to be a material breach which cannot be remedied entitling the Customer to terminate the Contract under clause 13.1.1.
- 7.6. No inspection or testing under this clause 7 will reduce or otherwise affect the Supplier's obligations under the Contract.
- 7.7. The Supplier will maintain and observe quality control and supplier quality assurance standards in respect of the Good(s) in accordance with the requirements of the Customer, relevant British Standards and the requirements of any relevant statutory and regulatory bodies including but not limited to the UK Gambling Commission as applicable.
- 7.8. The Supplier will maintain detailed quality control and manufacturing records for a period of at least 12 years from the date of Delivery and will permit the Customer, its officers, employees, agents, sub-contractors and inspectors to inspect and take copies of these records on demand. The Supplier shall notify the Customer of such premises and any changes to such premises which occur within the 12 year period.

## **8. SUPPLIER'S WARRANTIES**

- 8.1. The Supplier hereby acknowledges that the Customer has made known to the Supplier the particular purpose for which the Good(s) and/or Service(s) are being purchased by the Customer and in addition to any of the Supplier's standard warranties in respect of the Good(s), the Supplier warrants that the Good(s) and/or Service(s) will:
  - 8.1.1. correspond with their description;
  - 8.1.2. conform to any applicable specifications;
  - 8.1.3. be of good merchantable quality;
  - 8.1.4. be fit for any purpose held out by the Supplier or made known to the Supplier expressly or by implication and in this respect the Customer relies on the Supplier's skill and judgement;
  - 8.1.5. be of satisfactory quality within the meaning of the Sale of Goods Act 1979 as amended;
  - 8.1.6. be free from defects in design materials and workmanship;
  - 8.1.7. comply with all relevant Applicable Laws including in relation to Conflict Minerals in accordance with clause 3.6, the Modern Slavery Act 2015 and the Gambling Act (each as applicable); and
  - 8.1.8. be so formulated, designed, constructed, finished and packaged as to be safe and without risk to health.
- 8.2. The warranty set out in clause 8.1 is in addition to any standard warranty or service guarantee given by the Supplier to the Customer.
- 8.3. In respect of Good(s) the Supplier shall provide to the Customer a standard minimum warranty period of twelve (12) clear months from the date of Satisfactory Delivery ("**Warranty Period**"). In the event that during the Warranty Period either replacement parts are not available or the Goods are otherwise irreparable the Supplier shall be obliged to replace the damaged Goods in their entirety.

## **9. INDEMNITY**

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- 9.1. Without prejudice to clause 9.2, if any person claims that the possession and/or use and/or sale of the Good(s) by the Customer and/or its customers, officers, employees, agents or sub-contractors infringes the Intellectual Property Rights of that or any other person (“**IPR Claim**”), the Supplier shall indemnify the Customer, its customers, officers, employees, agents and sub-contractors against all liabilities, costs, expenses, damages and losses (including all direct, indirect and consequential losses) that the Customer, its customers, officers, employees, agents or sub-contractors do or will suffer or incur, all claims or proceedings made, brought or threatened against the Customer, its customers, officers, employees, agents or sub-contractors by any person and all losses (including all direct, indirect and consequential losses), liabilities, costs (on a full indemnity basis), damages and expenses the Customer, its customers, officers, employees, agents or sub-contractors do or will incur or suffer as a result of defending or settling any such actual or threatened claim or proceeding, in each case arising out of or in connection with that IPR Claim to the extent that the IPR Claim is attributable to the acts or omissions of the Supplier its officers, employees, agents or subcontractors.
- 9.2. The Supplier will indemnify the Customer against all losses (including all direct, indirect and consequential losses), liabilities, costs, damages and expenses that the Customer does or will incur or suffer, all claims or proceedings made, brought or threatened against the Customer by any person and all losses (including all direct, indirect and consequential losses), liabilities, costs (on a full indemnity basis), damages and expenses the Customer does or will incur or suffer as a result of defending or settling any such actual or threatened claim or proceeding, in each case arising out of or in connection with:
  - 9.2.1. any claim made against Customer by a Third Party for death, personal injury or damage to property arising out of or in connection with defects in the Good(s) and/or Services, to the extent that the defects in the Good(s) and/or Service(s) is attributable to the acts or omissions of Supplier, its officers, employees, agents or subcontractors; and
  - 9.2.2. any breach by the Supplier, its officers, employees, agents or sub-contractors of any of the Supplier’s obligations under the Contract (including any negligent performance or failure or delay in performance or non-performance of any of those obligations).

## **10. TITLE**

The Supplier warrants that the Good(s) are free and clear of all liens and encumbrance and that the Supplier has a good and marketable title to the same. Without prejudice to clause 12.3, title and risk in the Good(s) shall pass to the Customer on completion of satisfactory Delivery in accordance with clause 6.4.

## **11. COMPLIANCE**

- 11.1. The Supplier shall (and shall procure that its officers, employees, agents, subcontractors or any other persons who perform services for or on behalf of it in connection with the Contract):
  - 11.1.1. comply with all Applicable Laws in respect of the purchase, manufacture, processing, packaging and delivery of the Good(s) and the Supplier’s obligations under the Contract including but not limited to fair competition, anti-bribery and anti-corruption laws, gaming and anti-money laundering laws and specifically but without limitation the UK Modern Slavery Act 2015 and the UK Gambling Act 2005 as amended from time to time and obligations in respect of Conflict Minerals as prescribed by these STC’s and by Applicable Law;
  - 11.1.2. take no action which would subject the Customer to penalties under any Applicable Laws, regulations, and administrative requirements;
  - 11.1.3. not commit any act or omission which causes or could cause it or the Customer to breach, or commit an offence under, any laws relating to anti-bribery and/or anti-corruption;
  - 11.1.4. keep accurate and up to date books and records showing all expenses incurred in connection with any business relating to the Customer, all payments made and received and all other advantages given and received by it in connection with the Contract and all payments made to and received by Third Parties which shall be supported by written detailed invoices and permit the Customer and its auditors to inspect or audit the books and records as reasonably required;
  - 11.1.5. promptly notify the Customer of any request or demand for any financial or other advantage received by it and any financial or other advantage it gives or intends to give whether directly or indirectly in connection with the Contract; and

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11.1.6. promptly notify the Customer of any breach of this clause 11.

11.2. The Supplier warrants:

11.2.1. where applicable that it shall maintain in accordance with applicable laws and regulations valid operating licenses, personal management licenses and all premise licenses required in relation to the use of the Good(s) and be compliant with all such Licence Conditions and Codes of Practice relating to such licenses as published (and updated from time to time) by the UK Gambling Commission;

11.2.2. that it shall pay and be responsible for all and any taxes, duties, charges, fines, penalties and interest whether betting duties or otherwise ("**Liabilities**") and shall indemnify and keep indemnified the Customer against the Liabilities, or any other liability incurred by the Customer, which liability arose out of the failure by the Supplier to pay such, or to pay such in a timely manner;

11.2.3. that all information supplied by the Supplier is complete, truthful, and accurate, and that the Supplier shall not obtain on the Customer's behalf or provide to the Customer any information which is not legally available in any territory or which is procurement-sensitive, proprietary, or classified and where there is reason to believe that possession of such information is unauthorized, illegal, or unethical;

11.2.4. it has not (i) offered or agreed to have any person working for or engaged by the other Party any gift or other consideration which could act as an inducement or a reward for any act or failure to act connected to this Contract or any other agreement or potential agreement between the Parties; nor has it; (ii) offered or agreed to give any Third Party any gift or other consideration which could act as an inducement or a reward for any act or failure to act for the benefit or perceived benefit of the other Party whether under this Contract or any other agreement or potential agreement between the Parties;

11.2.5. it has not been convicted of or pleaded guilty to a criminal offence, including (but not limited to) one involving fraud, corruption, or moral turpitude and/or that it is not now, to the best of its knowledge, the subject of any Government investigation for such offences;

11.2.6. that in connection with its obligations under the Contract, the Supplier has not and will not make any payments or gifts or any offers or promises of payments or gifts of any kind, directly or indirectly, to any employee or official of any government or any agency or instrumentality of the Territory, including state-owned enterprises, or to any official of any political party, or to anyone acting on such employee or official's behalf, in exchange for business or unfair advantage. The Supplier warrants that the Supplier has not and will not pay or tender, directly or indirectly, any commission or finder's or referral fee to any person or firm in connection with its performance under this Contract and its activities on behalf of the Customer;

11.2.7. at all times the Supplier will act in the best interests of the Customer and will take no actions which are or may be detrimental to the Customer; and

11.2.8. it shall comply with Annex 1 and Annex 2 being the Bribery Act clause and the FCPA disclosure statement respectively.

11.3. In providing the Good(s) and/or Service(s):

11.3.1. the Supplier warrants that the Supplier will, among other things, exercise diligence in selecting all employees, agents and sub-contractors, provide such training to them as is necessary to ensure the proper performance of the Contract, ensure that they are adequately supervised to ensure that they properly perform their duties in accordance with the Contract, and monitor their activities to ensure consistency with the representations and warranties made by the Supplier under the Contract; and

11.3.2. the Supplier agrees to comply with all Applicable Laws, regulations, and administrative requirements, and to not make or permit to be made or knowingly allow a Third Party to make any improper payments, or to perform an unlawful act. To that end, the Supplier will execute all certificates and provide any ancillary information as may be requested by the Customer from time to time. The Supplier's obligation under this clause 11.3.2 includes a continuing commitment to furnish such additional information as necessary to ensure the completeness and accuracy of all such information previously requested or provided to the Customer. Failure or refusal to promptly furnish any requested certificate or disclosure upon request from the Customer or as required hereunder may be the basis for immediate termination of this Contract.

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- 11.4. The Supplier agrees to give immediate written notice to the Customer in the event that, at any time during the term: (i) the Supplier has or believes it may have failed to comply with, or has or believes it may have breached any of its representations or warranties hereunder; or (ii) it is alleged that the Supplier has made improper payments in connection with its performance under this Contract. In the event the Supplier has not so complied, or has breached any of the Supplier's representations or warranties hereunder, or such allegation of improper payments is made, this Contract shall be null and void from the time of such non-compliance or breach.
- 11.5. The Customer may terminate the Contract immediately by giving written notice to that effect to the Supplier if the Supplier is in breach of this clause 11.
- 11.6. The Supplier will indemnify the Customer against all losses (including all direct, indirect and consequential losses), liabilities, costs, damages and expenses that the Customer does or will incur or suffer, all claims or proceedings made, brought or threatened against the Customer by any person and all losses (including all direct, indirect and consequential losses), liabilities, costs (on a full indemnity basis), damages and expenses the Customer does or will incur or suffer as a result of defending or settling any such actual or threatened claim or proceeding, in each case arising out of or in connection with any breach by the Supplier of any of its obligations under clause 11 (including any failure or delay in performing, or negligent performance or non-performance of, any of those obligations), including the costs of procuring the Good(s) from a person other than the Supplier (including the costs of interim service provision, the costs of any tender and the amount by which any new supplier's prices exceed the Prices payable to the Supplier under the Contract).

## **12. CANCELLATION**

- 12.1. The Customer may at its option cancel the Contract in whole or in part immediately by giving written notice to that effect to the Supplier at any time before Delivery of the Good(s) in accordance with clause 3.1.
- 12.2. If the Customer exercises its right of cancellation under clause 12.1 and the Contract relates to the purchase of standard stock Good(s), then the Customer's sole liability shall be to pay to the Supplier the Price for the Good(s) that has Satisfactorily Delivered prior to the date of the Customer's notice of cancellation.
- 12.3. If the Customer exercises its right of cancellation under clause 12.1 and the Contract relates to the purchase of Good(s) which have been manufactured or fabricated to the Customer's specification or specifications prepared by the Supplier for the Customer, then upon receipt of the Customer's notice of cancellation, the Supplier shall discontinue all work on the Contract except as otherwise directed by the Customer. Provided that the Supplier is not in default of its obligations under the Contract, the Customer's sole liability shall be to pay to the Supplier the fair and reasonable costs incurred by the Supplier in fulfilling the Contract prior to the date of the Customer's notice of cancellation and such other costs (as the Customer may approve in writing), provided that the total cancellation payment plus any previous payment made by the Customer to the Supplier in respect of the Contract shall not exceed the Price as set out in the relevant Purchase Order.
- 12.4. Upon payment by the Customer under clauses 12.1 and 12.2, title to: (i) any Good(s) which have been shipped prior to the date of the Customer's notice of cancellation; and (ii) any materials, work-in-progress or uncompleted Good(s) as at the date of the Customer's notice of cancellation, shall pass to the Customer.

## **13. TERMINATION**

- 13.1. If the Supplier:

13.1.1. commits a breach of the Contract which cannot be remedied; or

13.1.2. commits a breach of the Contract which can be remedied but fails to remedy that breach within 14 days of a written notice setting out the breach and requiring it to be remedied being given by the Customer,

the Customer may, without prejudice to any of its other rights or remedies (whether express or implied), terminate the Contract immediately by giving written notice to that effect to the Supplier.

- 13.2. Without prejudice to any other rights or remedies of the Customer, if the Supplier fails to deliver the Good(s) and/or Service(s) on the date specified in clause 3.1 and 4.1.4 (or as may be specified by the Customer separately), the Customer may:

SG Gaming reserves the right to update these terms and conditions from time to time.

13.2.1. terminate the Contract immediately by giving written notice to that effect to the Supplier, in which case the Supplier will refund any monies already paid by the Customer under the Contract in relation to the Good(s) and/or Services; or

13.2.2. reject the Good(s) and/or Service(s) (in whole or in part) and return them to the Supplier at the Supplier's own risk and expense, in which case the Supplier will refund any monies already paid by the Customer under the Contract in relation to the returned Good(s); and

13.2.3. refuse to accept any subsequent delivery of the Good(s) and/or Service(s) which the Supplier attempts to make,

and, in each case, the Customer will be entitled to recover from the Supplier any and all liabilities, losses, damages, costs and expenses incurred by the Customer as a result of the Supplier's failure to supply the Good(s) and/or Services, including all costs and expenses incurred in obtaining substitute good(s) and/or service(s) from another supplier.

13.3. Without prejudice to any other rights or remedies of the Customer (whether express or implied), if any Good(s) and/or Service(s) do not conform with the warranties set out in clause 8.1 the Customer may (whether or not it has accepted the Good(s) and/or Service(s)):

13.3.1. terminate the Contract immediately by giving written notice to that effect to the Supplier, in which case the Supplier will refund any monies already paid by the Customer under the Contract in relation to the Good(s) and/or Service(s); or

13.3.2. reject the Good(s) (in whole or in part) and return them to the Supplier at the Supplier's own risk and expense, in which case the Supplier will refund any monies already paid by the Customer under the Contract in relation to the returned Good(s); or

13.3.3. require the Supplier, at the Customer's option to repair or replace the relevant Good(s), or to refund the Price for the relevant Good(s); and

13.3.4. refuse to accept any subsequent delivery of the Good(s) and/or Service(s) which the Supplier attempts to make (whether or not such Good(s) conforms with the warranties set out in clause 8.1),

and, in any case, the Customer will be entitled to recover from the Supplier any and all liabilities, losses, damages, costs and expenses incurred by the Customer as a result of the non-conformity of the Good(s), including obtaining substitute Good(s) from another supplier.

13.4. The Customer's rights and remedies set out in these STC's are in addition to and not exclusive of any rights and remedies provided by law.

13.5. Without limiting its other rights or remedies (whether express or implied), the Customer may terminate the Contract with immediate effect by giving written notice to the Supplier if: (i) the Supplier suffers an Insolvency Event; (ii) it has any reasonable concerns regarding the financial standing of the Supplier; (iii) it has any reasonable concerns regarding the Supplier's ability to satisfy the terms of any Purchase Order; and/or (iv) in the Customer's reasonable opinion the continuation of the Contract and/or the association with the Supplier will have a detrimental impact commercially, strategically or to the reputation of the Supplier and/or will have a detrimental impact upon the ability of the Customer to obtain, hold or maintain any licence, permit or approval granted, or to be granted, by any appropriate regulatory body or otherwise required by law. The Supplier will notify the Customer immediately upon the occurrence of an Insolvency Event.

#### **14. CONSEQUENCES OF TERMINATION**

14.1. Following expiry or termination of the Contract, however arising, any clauses which expressly or impliedly continue to have effect after expiry or termination of the Contract shall continue in force and all other rights and obligations will immediately cease without prejudice to any rights, obligations, claims (including claims for damages for breach), remedies and liabilities that have accrued prior to the date of expiry or termination.

14.2. Within 30 days after the date of expiry or termination of the Contract each Party shall, subject to the exception set out in clause 14.3:

14.2.1. return to the other Party all of the other Party's Confidential Information (including all copies and extracts) and all other property of the other Party (whether tangible or intangible) in its possession or control; and

14.2.2. cease to use the other Party's Confidential Information.

14.3. Each Party may retain any of the other Party's Confidential Information which it either has to keep to comply with any Applicable Law, is required to retain for insurance, accounting or taxation purposes or the Parties have agreed will remain in possession the other Party. The provisions of clause 17 will continue to apply to retained Confidential Information.

## **15. INTELLECTUAL PROPERTY**

15.1. The Supplier acknowledges that the Customer shall retain ownership of Intellectual Property Rights arising in or related to the Good(s) or any part thereof and nothing in this agreement shall be deemed to confer ownership rights to the Supplier. For the avoidance of doubt the Customer owns all Intellectual Property Rights in any tooling, documentation and other materials provided to the Supplier by or behalf of the Customer for the purposes of the manufacture of the Goods (or any part thereof).

15.2. The Supplier warrants that the possession, sale and/or use of the Good(s) by the Customer will not infringe or contribute to the infringement of any Intellectual Property Rights of any Third Party in either the Territory or worldwide. The indemnity at clause 9.1 shall apply to any breach of this warranty.

## **16. ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS**

16.1. This clause 16 will apply if the Good(s) are made to the Customer's specification.

16.2. The Customer will own all Intellectual Property Rights upon creation: (i) in the Good(s); (ii) in any tooling provided by or on behalf of the Customer to the Supplier for the manufacture of the Goods; and/or (iii) any tooling manufactured by the Supplier on behalf of the Customer to the Customer's defined specifications for the manufacture of such Goods (or part thereof) (the references to "tooling" referred to in sub-clauses (ii) and (iii) shall be defined as "Customer Tooling" for the purposes of these STC's). Accordingly, the Supplier, with full title guarantee:

16.2.1. assigns to the Customer all Intellectual Property Rights in the Good(s) and/or Customer Tooling which subsist as at the date of the Contract and those which are manufactured during and/or after the date of the Contract;

16.2.2. assigns to the Customer (by way of present assignment of the future copyright) all current and future copyright in the Good(s) and/or Customer Tooling; and

16.2.3. agrees to assign to the Customer all other Intellectual Property Rights in the Good(s) and any applicable Customer Tooling throughout the world for the whole term, including any extensions or renewals of such Intellectual Property Rights, and including the right to sue for damages and other remedies for infringements of Intellectual Property Rights in the Good(s) and/or Customer Tooling whether occurring before during or after the date of the Contract.

16.3. Where the Supplier is required to develop or to procure the development from Third Parties of bespoke Customer Tooling to the Customers specification for the manufacture of Goods (or any part thereof), the Supplier shall manufacture or procure that the Supplier and/or applicable Third Party shall have such Customer Tooling manufactured by appropriately qualified and trained personnel using all reasonable care, and according to industry accepted quality standards and in accordance with all Applicable Laws.

16.4. The Supplier warrants and represents and undertakes that Customer Tooling shall be used solely for the purposes of the manufacture of Goods (or the applicable part thereof) for sale to the Customer and for no other purpose(s) whatsoever. Whilst such Customer Tooling is within the control or possession of the Supplier (or its nominated Third Parties) such Customer Tooling may not be duplicated or sold, assigned as collateral, pledged, or otherwise transferred.

16.5. The Supplier warrants that any Customer Tooling manufactured for the Customer complies with the Customer's defined specifications; requirements and output volume (quality warranty).

- 16.6. Unless otherwise agreed in writing between the Parties, ownership of Customer Tooling will transfer to the Customer immediately upon completion. If the Customer Tooling is manufactured by Third Parties, the Supplier shall agree with such Third Parties to assign ownership in the same to the Customer upon demand.
- 16.7. Any necessary or requested changes to any specifications made by the Customer must result in an immediate response from the Supplier. The Supplier must clearly define and itemise to the Customer what consequences (if any) that the requested change will have with regard to delivery deadlines, prices and costs.
- 16.8. The Supplier may not and shall procure that its suppliers shall not make any changes to the specification of any Customer Tooling without the Customer's prior written approval.
- 16.9. With the exception of wear parts, all component parts to the Customer Tooling must be designed so that the life of the tooling exceeds the duration of the applicable project and its specified parts output. The Supplier must specify all wear parts as part of the tooling documentation together with a statement detailing the useful lives of such wear parts.
- 16.10. Prior to commencement of the manufacture of Customer Tooling the Supplier shall warrant to the Company in writing the agreed capacity/output volume (number of parts) required from the Customer Tooling.
- 16.11. After completion of a Contract, the end of the series or upon the agreed capacity/output volume being reached the Supplier shall retain the Customer Tooling for the applicable Goods (or part(s) thereof) for ten (10) years from the date of said completion/end of series/agreed capacity/volume being reached or such other period as may be agreed between the Parties in writing ("**Retention Period**"). During the Retention Period the Supplier may not destroy or otherwise deal with and/or use the Customer Tooling without the Customer's prior written consent. At the end of such Retention Period, the Supplier shall at the Customer's direction, permit the Customer access to premises (including Third Party premises) to where the Customer Tooling is located in order for the Customer to repossess the same, or to irretrievably destroy such Customer Tooling together with any applicable documentation, manuals etc. relating to such Customer Tooling (without retaining any copies thereof). The Supplier shall provide written certification of its compliance with this clause promptly upon demand. At its entire discretion and at any time during the Contract and thereafter the Customer may require the Supplier to transfer possession of the Customer Tooling to a Third Party or to permanently destroy such Customer Tooling and thereafter to send evidence to the Customer of such transfer/destruction.
- 16.12. The Supplier will:
- 16.12.1. at its own cost, execute all such documents and do all such acts and things as the Customer may reasonably request from time to time in order to secure the full right, title and interest of the Customer in the Intellectual Property Rights in the Good(s); and
- 16.12.2. procure the irrevocable waiver of all moral rights (and any broadly equivalent rights which may exist in any territory of the world) in the Good(s).

## **17. CONFIDENTIALITY**

- 17.1. Each Party will, subject to clause 17:
- 17.1.1. only use the other Party's Confidential Information for the purpose of performing its obligations under the Contract;
- 17.1.2. keep the other Party's Confidential Information secret, safe and secure; and
- 17.1.3. not disclose the other Party's Confidential Information to any other person.
- 17.2. Each Party may disclose the other Party's Confidential Information:
- 17.2.1. to the extent required by law or any court of competent jurisdiction or the rules of any governmental or regulatory body; and
- 17.2.2. to those of its officers, directors, employees and professional advisers and, in the Customer's case, its agents and sub-contractors, who need access to that Confidential Information so that it can perform its obligations under the Contract. A Party disclosing the other Party's Confidential Information under this clause 17.2.2 will procure that each person to whom it discloses that

Confidential Information will not do or omit to do anything which if done or omitted to be done by that Party would be a breach of this clause 17.

- 17.3. For the purposes of this clause 17, "Confidential Information" means the terms of the Contract and any information that relates to a Party and which is disclosed to the other Party in connection with the Contract, but excluding information that:
- 17.3.1. is at the relevant time in the public domain (other than by virtue of a breach of this clause 17);
  - 17.3.2. was received by the other Party from a Third Party who did not acquire it in confidence; or
  - 17.3.3. is developed by the other Party without any breach of the Contract.
- 17.4. Each Party acknowledges and agrees that damages alone would not be an adequate remedy for breach of this clause 17 by that Party. Accordingly, the other Party will be entitled, without having to prove special damages, to equitable relief (including injunction and specific performance) for any breach or threatened breach of this clause 17 by the first Party.

## **18. FORCE MAJEURE**

- 18.1. Neither Party shall be in breach of the Contract nor liable to the other Party for any delay in performing or failure to perform its obligations under the Contract to the extent that such delay or failure is due to a Force Majeure Event, and where that Party is the Supplier:
- 18.1.1. the impact of that Force Majeure Event could not have reasonably been avoided or prevented by the Supplier; and
  - 18.1.2. the Supplier has complied with clause 18.2.
- 18.2. If a Force Majeure Event occurs which affects the Supplier, the Supplier shall:
- 18.2.1. promptly upon becoming aware of the Force Majeure Event give written notice to the Customer setting out details of the nature, extent and anticipated duration of the Force Majeure Event, the expected impact of the Force Majeure Event on its ability to perform its obligations and the steps it is taking and/or proposes to take to comply with clause 18.2.2;
  - 18.2.2. use all reasonable endeavours to mitigate the effects of the Force Majeure Event, to continue to perform the affected obligations notwithstanding the occurrence of the Force Majeure Event and to ensure that the Force Majeure Event comes to an end, including without limitation taking such steps as may be reasonably required by the Customer from time to time;
  - 18.2.3. keep the Customer informed of all developments relating to the Force Majeure Event and the steps being taken to comply with clause 18.2.2 including without limitation by providing regular written updates in respect of all the matters covered by the notice given under clause 18.2.1 and by attending such meetings and supplying such information as may reasonably be required by the Customer from time to time; and
  - 18.2.4. continue to perform all of its obligations under the Contract the performance of which are not affected by the Force Majeure Event.
- 18.3. A Party will not be in breach of this Contract or otherwise liable to the other Party for any failure to perform or delay in performing its obligations under the Contract to the extent that this is due to a Force Majeure Event affecting the other Party.
- 18.4. Without prejudice to the generality of clause 18.3, if the Supplier is the Party affected by the Force Majeure Event the Customer will have no liability to pay the Prices to the Supplier in respect of any Good(s) which the Supplier does not supply due to the Force Majeure Event.
- 18.5. If a Force Majeure Event which prevents, hinders or delays the Supplier's performance of its obligations under the Contract and which gives rise to relief from liability under clause 18.1 continues for a period of more than thirty (30) Business Days, the Customer may terminate the Contract immediately by giving written notice to that effect to the Supplier.

## **19. MISCELLANEOUS**

SG Gaming reserves the right to update these terms and conditions from time to time.

- 19.1. **Assignment and Other Dealings:** The Customer may at any time assign, transfer, mortgage, charge, hold on trust for any person, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract. The Supplier shall not assign, transfer, mortgage, transfer, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract without the prior written consent of the Customer.
- 19.2. **Notices:** Any notice or other communication given pursuant to the Contract shall be given in writing (but excluding email) and shall be sent to the relevant Party's address as detailed in the Purchase Order or where not provided on the Purchase Order, at the relevant Parties registered address by: (i) by pre-paid first class post or guaranteed next working day delivery, or (ii) delivered to or left at the relevant Party's address (other than by pre-paid first class post or guaranteed next working day delivery). Any such notice or communication given in accordance with this clause 19.2 shall be deemed to have been served: (i) if sent by pre-paid first class post or guaranteed next working day delivery service at 9:00 am on the second Business Day after posting or at the time recorded by the delivery service; and (ii) if delivered to or left at the relevant Party's address (other than by pre-paid first class post or guaranteed next working day delivery) on signature of a delivery receipt or at the time the notice or communication is delivered to or left at that Party's address. The address for the service of notices for each Party is as per the registered address unless otherwise notified. Each Party shall promptly notify the other in writing of any changes to such details in accordance with this clause 19.2. This clause 19.2 will not apply to the services of any proceedings or other documents in a legal action to which the Civil Procedure Rules apply.
- 19.3. **Severance:** If any term of the Contract is found by any court or body or authority of competent jurisdiction to be illegal, unlawful, void or unenforceable, such term shall be deemed to be severed from the Contract and this shall not affect the remainder of the Contract which will continue in full force and effect.
- 19.4. **Waiver:** A waiver of any right, remedy, breach or default will only be effective if it is given in writing and signed by the Party giving it and only in the circumstances and for the purpose for which it was given and shall not constitute a waiver of any other right, remedy, breach, default, or any subsequent breach or default. No failure or delay by a Party to exercise any right or remedy under or in connection with the Contract or by law shall constitute a waiver of, or prevent or restrict future exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
- 19.5. **No Third Party Rights:** Save in respect of any rights and/or other entitlements which accrue to members of the Customer's group companies, no terms of this Contract is intended to confer a benefit on, or to be enforceable by any Third Party who is not a Party to this Contract (whether pursuant to the Contracts (Rights of Third Parties) Act 1999 or otherwise).
- 19.6. **Entire Agreement:** The Contract together with all documents referred to in it constitutes the complete and exclusive understanding and agreement of the Parties and supersedes all prior negotiations, understandings and agreements with respect to the subject matter hereof. Each Party acknowledges that in entering into the Contract it has not relied on any representation, warranty, understanding (whether negligently or innocently made), or other assurance (except those set out in the Contract) and waives all rights and remedies which, but for this clause 19.6 might otherwise be available to it in respect of any such representation, warranty, understanding or other assurance. Each Party acknowledges that its legal advisers have explained to it the effect of this clause. Nothing in this clause 19.6 shall operate to limit or exclude any liability for fraud or fraudulent misrepresentation or any other liability which cannot be excluded by law.
- 19.7. **Variation:** Except as set out in these STC's, no variation of the Contract, including the introduction of any additional terms and conditions, shall be effective unless it is agreed in writing and signed by a duly authorised representative on behalf of each of the Parties.
- 19.8. **No Agency:** Nothing in the Contract and no action taken by the Parties in connection with it or them shall be constructed to constitute one Party hereto an agent, employee, employer, partner, franchisee, joint venture or legal representative of the other Party for any purpose whatsoever. Neither Party will have any right nor authority to act as the agent of or in the name of or on behalf of the other Party or to bind the other Party, and neither Party shall represent or hold itself out as having such right or authority.

## 20. GOVERNING LAW AND JURISDICTION

- 20.1. These STC's and any dispute or claim arising out of or in connection with a Contract its subject matter, whether of a contractual or non-contractual nature, shall be governed by and construed in accordance with English law. The Parties irrevocably agree that the Courts of England shall have exclusive jurisdiction to settle any disputes arising out of or in connection with these STC's and/or any Contract.

20.2. If a dispute arises between the Parties in relation to these STC's and/or Contract, both Parties will in good faith seek to resolve the dispute by negotiation prior to taking any formal legal action.

SG Gaming reserves the right to update these terms and conditions from time to time.

## Annex 1

### Bribery Act Clause

1. In connection with this Agreement and the performance of its obligations and exercise of its rights under this Agreement, each party under this Agreement (the first party) shall:
  - 1.1. comply with all applicable laws, statutes and regulations relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 ("Relevant Requirements");
  - 1.2. not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;
  - 1.3. comply with the Scientific Games Code of Business Conduct as adopted and amended which can be found at the following link: [http://www.scientificgames.com/\\_assets/pdfs/corporate-governance/Code%20of%20Conduct%20UK%202007.pdf](http://www.scientificgames.com/_assets/pdfs/corporate-governance/Code%20of%20Conduct%20UK%202007.pdf) ("Relevant Policies");
  - 1.4. have and shall maintain in place throughout the term of this Agreement its own policies and procedures, including but not limited to adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements, the Relevant Policies and clause 1.2 above and will enforce them where appropriate;
  - 1.5. promptly report to the other party any request or demand for any undue financial or other advantage of any kind received by the first party in connection with the performance of this Agreement;
  - 1.6. immediately notify the other party (in writing) if a foreign public official becomes an officer or employee of the first party or acquires a direct or indirect interest in the first party (and the first party warrants that it has no foreign public officials as officers, employees or direct or indirect owners at the date of this Agreement); and
  - 1.7. within three (3) months of the date of this Agreement, and annually thereafter, certify to the other party in writing signed by an officer of the first party, compliance with this clause 1.7 by the first party and all persons associated with it under clause 2. The first party shall provide such supporting evidence of compliance as the other party may reasonably request.
2. The first party shall ensure that any person associated with the first party who is performing services or providing goods in connection with this Agreement does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on the first party in this clause 2 ("Relevant Terms"). The first party shall be responsible for the observance and performance by such persons of the Relevant Terms, and shall be directly liable to the other party for any breach by such persons of any of the Relevant Terms.
3. Breach of this clause 3 shall be deemed a breach of the Agreement under clauses 12.1(d) and 12.2(b) of the Agreement.
4. For the purpose of this Schedule 2 (i) the meaning of adequate procedures and foreign public official and whether a person is associated with another person shall be determined in accordance with section 7(2) of the Bribery Act 2010 (and any guidance issued under section 9 of that Act), sections 6(5) and 6(6) of that Act and section 8 of that Act respectively, and (ii) a person associated with the first party includes but is not limited to any subcontractor of the first party.

**Annex 2**

**FCPA Disclosure Statement**

Customer hereby certifies that it has paid, or offered or agreed to pay, or has caused to be paid, or offered or agreed to be paid directly or indirectly, in respect of this Agreement the following political contributions, fees, payments and commissions:

- (i) Amount of Payment (state "none" if no political contribution, fee, payment or commission has been paid, or offered or agreed to be paid or caused to be paid):

\_\_\_\_\_

If Customer has made any entry in space (i). above, Customer shall furnish in space (ii) such further information as is required to fully describe and explain all circumstances surrounding such contributions, fees, payments and or commissions including any expected benefit or consideration for such contributions, fees, payments and or commissions.

- (ii) Consideration for and circumstances surrounding payment (state "Not Applicable" if no entry has been made in space I):

\_\_\_\_\_

Customer further certifies that it has not and will not offer, pay, promise to pay, or authorize the payment of any money, or offer, give, promise to give, or authorize the giving of anything of value to an official, including employees and officials (appointed or elected) of any government, agency, instrumentality or state owned enterprise (as defined in the Foreign Corrupt Practices Act of the United States, as amended), to any political party or official thereof or any candidate for political office, or to any person, while knowing or being aware of a probability that all or a portion of such money or thing of value will be offered, given or promised, directly or indirectly, to any official, to any political party or official thereof, or to any candidate for political office, for the purposes of:

- (a) influencing any act or decision of such official, political party, party official, or candidate in his, her or its official capacity, including a decision to fail to perform his, her or its official functions; or
- (b) inducing such official, political party, party official, or candidate to use his, her or its influence with any government or instrumentality thereof to affect or influence any act or decision of such government or instrumentality, in order to assist the Supplier or Customer in obtaining or retaining business for or with, or directing business to the Supplier or Customer or to obtain an unfair advantage.

Customer further agrees that if subsequent developments cause the certifications and information reported hereinafter to be no longer accurate or complete, Customer will immediately furnish the Supplier with a supplementary report detailing such change in circumstances.

Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_