

SG GAMING STANDARD TERMS AND CONDITIONS FOR THE SUPPLY OF GOODS AND SERVICES

1. DEFINITIONS AND INTERPRETATION

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

Acceptance	the point at which the Supplier either: (i) issues the Order Acknowledgement; or (ii) Delivers any or all of the Goods detailed in an Order or commences performance of the Services (as applicable) whichever is the earlier;
Commencement Date	the date on the Supplier's Order Acknowledgement;
Confidential Information	(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;
Contract	the contract between the Supplier and Customer for the supply of Good(s) and/or Service(s) in accordance with these STC's;
Customer	the person(s) detailed in the Order requesting the supply of Good(s) and/or Service(s);
Customer Address	the address provided by the Customer to the Supplier in accordance with clause 3.8;
Delivery	the point in time at which the Good(s) are made available for collection from the Delivery Point;
Delivery Point	the Supplier's warehouse in the UK situated at the following address: SG Warehouse, Unit 2, The Causeway, Oldham Business Park, Chadderton, Oldham, OL9 9XP or such other address of the Supplier as may be included in the Order Acknowledgment;
Expense(s)	any out-of-pocket cost incurred by the Supplier in fulfilling an Order. Including (without limitation): <ul style="list-style-type: none"> a) postage, packaging, transport, freight and handling charges; b) insurance; c) currency conversion and banking charges applicable to the payment method used; d) VAT or any other applicable sales tax in the country in which the Supplier is resident; and e) any customs, import or other duties charged in respect of the sale and importation of Good(s) into the country in which the Customer is resident or the Delivery Point is located;
Force Majeure	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;
Gambling Act	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);
Gambling Commission	the regulatory body by that name established pursuant to the Gambling Act (and any replacement or successor organisation);
Good(s)	the goods (or any part of them) detailed in the Supplier's Order Acknowledgment;

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Insolvency Event	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; (iv) any voluntary arrangement is proposed under the Insolvency Act 1986 in respect of the other Party (other than 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 Agreement; and/or (vi) anything analogous to any of the events described in paragraphs (i) to (v), inclusive, occurs under the laws of any applicable jurisdiction;
Intellectual Property Rights	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;
Invoice	an invoice listing the transaction due for payment including any Expenses incurred, raised by the Supplier in accordance with clause 5;
LCCP	the Gambling Commission's Licence and Conditions and Codes of Practice (consolidated version of May 2014 as the same may be amended from time to time);
Order	the Customer's order to the Supplier for the supply of Good(s) and/or Service(s);
Order Acknowledgment	the Supplier's written confirmation and acceptance of Order. For the purposes of the Supplier's Order Acknowledgement alone email is deemed to be sufficient as written confirmation;
Parties	the Supplier and the Customer together;
Party	either the Supplier or the Customer;
Price	the cost agreed for the Good(s) or Service(s) as detailed in the Order Acknowledgement plus any VAT payable;
Service(s)	as detailed in the Supplier's Order Acknowledgment;
SG Gaming	the Supplier;
STC's	the standard terms and conditions set out and as amended from time to time;
Supplier	the applicable of either/or Global Draw Limited (registered number 03565480) Barcrest Group Limited (registered number 3500514) as

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	detailed in the Order Acknowledgement;
Third Parties	any legal or moral entity which is not a parent, subsidiary or associated company or entity of the Parties to these STC's;
VAT	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);
Working Day	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 stage;
- 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 Agreement shall mean a gaming machine as defined pursuant to Section 235 of the Gambling Act.

2. BASIS OF CONTRACT

- 2.1. Good(s) and Service(s) sold and/or supplied are sold and/or supplied in accordance with these STC's. When the Customer enters into a contract for the sale and purchase of Good(s) and/or Service(s) they do so on the terms and conditions set out in these STC's.
- 2.2. These STC's apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing. In the case of a conflict these STC's shall override any terms or conditions imposed by the Customer or any Third Party.
- 2.3. The Customer may request quotes and information from the Supplier. All quotes and estimates submitted by the Supplier are without commitment and shall not constitute an offer and shall only be valid for no more than twenty (20) Working Days from date of issue. Should any information or data provided to the Supplier by the Customer in preparation of a quote or estimate prove to be insufficient or in accurate, the Supplier reserves the right to make amendments to the quote and where applicable increase the quoted Price to cover any increased cost.
- 2.4. An Order for Good(s) and/or Service(s) shall be treated as an offer by the Customer to purchase the Good(s) and/or Service(s) in accordance with these STC's. However, such offer shall not be binding until accepted by the Supplier in accordance with clause 2.5 below.
- 2.5. The Supplier's Acceptance of the Order shall be at the Supplier's sole discretion, a Contract is formed between the Parties at the point of the Supplier's Acceptance of the Order. Prior to Acceptance of the Order the Supplier retains the right to adjust quotations and estimates. The Supplier may, at its sole discretion, accept amendments to an Order after Acceptance.

3. SUPPLY OF GOOD(S)

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- 3.1. The Supplier shall notify the Customer of the date when the Supplier intends for the Good(s) to be available to the Customer. On or around the date communicated to the Customer, the Supplier shall make Delivery of the Good(s) to the Delivery Point.
- 3.2. Delivery and completion dates quoted in the Order Acknowledgment are estimates only and shall not be considered binding on the Supplier. Unless otherwise expressly stated time is not of the essence in respect of Delivery.
- 3.3. The Supplier may make Delivery by instalments which shall be Invoiced and paid for separately. Each instalment shall constitute a separate Contract. Any failure or defect in any one or more instalments Delivered shall not entitle the Customer to repudiate the Contract or cancel any subsequent instalments. Where Delivery is by instalments and the Customer fails to make payment(s), the Supplier is under no obligation to Deliver any further instalments until payment for preceding instalment(s) have been made in full in cleared funds.
- 3.4. If the Customer fails to take delivery of the Good(s) within three (3) Working Days after the Supplier has Delivered the Good(s) other than due to an act or omission of the Supplier, the Supplier may treat that Order as aborted or alternatively store the Good(s) at the Customer's risk and expense and charge the Customer accordingly for any associated costs including any costs for repeat Delivery and storage.
- 3.5. At the time of Delivery the Customer will satisfy itself that the Good(s) comply with the Order and will inspect them for apparent defects and damage. The Good(s) shall conclusively be deemed correct and free from apparent defects and damage and accepted by the Customer except to such extent as may be notified to the Supplier in writing within three (3) Working Days from Delivery.
- 3.6. Without prejudice to 3.5 above, the Supplier shall have no liability arising out of non-delivery, shortage in Delivery, deterioration or damage of Good(s) in transit as a result of an act, omission or otherwise by the Customer or Customer's carrier. The Supplier may provide such assistance as may reasonably be requested by the Customer in relation to a claim against a Customer carrier.
- 3.7. Without prejudice to clause 7 below, the Supplier does not supply Good(s) on approval and once the Customer has accepted the Good(s) as detailed in clause 3.5, they are non-returnable except with the prior written agreement of the Supplier.
- 3.8. The Supplier may at its sole discretion agree with the Customer to arrange transportation and/or insurance of goods in transit for the Good(s) from the Delivery Point to the Customer Address. For the avoidance of doubt any such arrangements made by the Supplier are made out of the Suppliers good will and notwithstanding that the transport arrangements are arranged by the Supplier, Delivery of such Good(s) takes place in accordance with clause 3.1 above.
- 3.9. In cases where the Supplier agrees to arrange transportation and/or insurance of goods in transit (even where the cost of transport is not stated separately to the Price on the Invoice), any payment made by the Supplier will be deemed made on behalf of the Customer and the Supplier shall be deemed to be acting as an agent of the Customer and sub sections (2) and (3) of Section 32 Sale of Goods Act 1979 shall not apply.
- 3.10. Without prejudice to clause 3.8 above, once Delivery has occurred the Customer is solely responsible for the Good(s), this includes without limitation any damage to the Good(s), any importation and/or shipping arrangements and documentation obtaining all relevant licences, grants, permits or authorisations relevant to the sale and delivery of and payment for the Good(s).

4. SUPPLY OF SERVICE(S)

- 4.1. The Supplier shall use reasonable endeavours to provide Services in all material respects in accordance with these STC's and as agreed on the Order Acknowledgment.
- 4.2. The Supplier shall use all reasonable endeavours to meet any performance dates for the Service(s) set out in the Order Acknowledgment but any such dates shall be estimates only and the Supplier is under no obligation to supply Service(s) on a specified day or complete Service(s) within specified time. Time shall not be of the essence in relation to the supply of Service(s).

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4.3. The Supplier shall have the right to make changes to Service(s) which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature and/or quality of the Service(s).

4.4. The Supplier shall provide the Services using all reasonable skill and care.

5. PRICE AND PAYMENT

5.1. The Customer shall pay the Supplier for the Good(s) and/or Service(s) in accordance with this clause.

5.2. The Customer shall pay the Supplier the Price for Good(s) and/or Service(s) as confirmed in the Supplier's Order Acknowledgment.

5.3. All Price(s) quoted are ex works and any packing, loading, transport, freight and insurance charges which shall be paid by the Customer in addition to the Price unless specifically waived by the Supplier in writing.

5.4. The charges for Service(s) are calculated on a time and material basis. The Supplier reserves the right to increase its daily rate for the provision of Service(s) from time to time.

5.5. In respect to Good(s), Invoice(s) are raised on the date on Delivery, in respect to Service(s) Invoices are raised on or around the date of performance and are payable in accordance with clause 5.6 below

5.6. The Customer shall pay each Invoice submitted by the Supplier:

5.6.1. within thirty (30) days of the date on the invoice; and

5.6.2. in full and cleared funds without any deduction by way of set-off, counterclaim, discount or otherwise by BACS or as otherwise specified by the Supplier on the Invoice in accordance with these STC's.

5.7. If the Customer fails to make a payment when due to the Supplier, the Supplier reserves the right at any time to charge interest on late payments. The Customer shall pay interest on the overdue amount on whichever is the higher rate of 2% over the sterling base rate from time to time as issued by HSBC Bank or at the prevailing rate pursuant to the Late Payment Commercial Debt (Interest) Act 1998 from the due date of the late payments as well as after and before any judgement.

5.8. The time for payment shall be of the essence and no payment shall be deemed to have been made until the Supplier has received payment in cleared funds. The Customer shall have no right of set off and is not entitled to withhold payment for any reason.

6. TITLE AND RISK

6.1. Legal and beneficial title to all Good(s) remains vested in the Supplier until either: (a) the Supplier has received in full in cash or in cleared funds: (i) the Price, Expenses and any other sums owing by the Customer in relation to the Good(s); and (ii) all other sums which are or which become due to the Supplier from the Customer on any account whatsoever; or (b) Such title transfers to the Customer in accordance with clauses 6.4 and 6.5 below.

6.2. Risk of damage, theft, or loss of Good(s) passes to the Customer on Delivery in accordance with these STC's. Pending title passing to the Good(s) the Customer shall: (a) give to the Supplier such information relating to the Goods (including location) as the Supplier may require from time to time; (b) notify the Supplier immediately of an Insolvency Event or potential Insolvency Event; (c) store the Goods (at no cost to the Supplier) separately from all other goods of the Customer or any Third Party in such a way that they remain readily identifiable as the Suppliers property; (d) not destroy, deface or obscure any identifying mark on or relating to the Goods; (e) keep the Goods insured to their full value; and (f) in all respects hold the Goods on a fiduciary basis as a bailee for the Supplier, who shall be entitled at any time to inspect and/or switch off and/or repossess the Goods, with any necessary access therefore being allowed, and where relevant procured, by the Customer.

6.3. Pending title passing to the Customer shall be entitled to: (i) use the Goods in the ordinary course of the Customer's business for its own purposes; and (ii) to resell or lease the Good(s) to Third Party

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customers (“**End User**”) in the ordinary course of the Customer’s business pursuant to a legally binding contract for the sale or lease of the Good(s) (“**Sale Agreement**”) provided that in the case of any such resale or lease:

- 6.3.1. the terms of any such Sale Agreement for the sale or lease by or on behalf of the Customer to such End User includes: (i) a retention of title clause which provides that the End User will not obtain legal and beneficial title in and to the goods and that such title will remain vested in the Customer until such time that the Customer has received in full in cash or in cleared funds from the End User the purchase price and all other monies owing by the End User to the Customer in relation to the Good(s); and (ii) terms that apply between the Customer and the End User which are no less onerous on the End User than the terms detailed in clause 6.2; and
- 6.3.2. the Customer notifies the Supplier prior to delivery of such Good(s) to the End User of the name and address of such End User and details of the site(s) (if different) where each such unit of the Good(s) in question will be used by the End User; and
- 6.3.3. the Customer immediately notifies the Supplier in writing upon the full payment by an End User to the Customer for any Good(s) sold under a Sale Agreement.
- 6.4. If the Customer does so resell or lease the Good(s) to an End User in accordance with clause 6.3, legal and beneficial ownership of Good(s) will pass to the Customer immediately prior to the payment by the End User to the Customer of the purchase price for the Good(s) in full in cash or cleared funds pursuant to the applicable Sale Agreement between the Customer and such End User.
- 6.5. The Supplier may, by giving written notice to the Customer, pass legal and beneficial ownership of the Good(s) (or any of them) to the Customer at any time before such ownership would otherwise have passed to the Customer.
- 6.6. If before title to the Good(s) passes to the Customer the Customer becomes subject to any of the events listed in clause 9, then without limiting any other right or remedy the Supplier may have:
 - 6.6.1. the Customer’s right to resell the Good(s) or use them in the ordinary course of its business ceases immediately; and
 - 6.6.2. the Supplier may at any time:
 - 6.6.2.1. require the Customer to deliver up all the Good(s) in its possession which have not been resold, or irrevocably incorporated into another product; and
 - 6.6.2.2. If the Customer fails to do so promptly, enter any premises of the Customer or of any Third Party where the Good(s) are stored in order to recover them.
- 6.7. Without prejudice to clause 6.6 above, the Customer grants, and will procure that the owner of any relevant Third Party premises (including in particular any sites(s) operated or used by End Users where Good(s) sold by the Customer pursuant to a Sale Agreement are located) grants, the Supplier, its agents and employees an irrevocable licence at any time to enter any premises where the Good(s) are or may be sited or stored in order to inspect them, or, where the Customer’s right to possession, use and resale has terminated in accordance with clause 6.6 or otherwise, to recover them.
- 6.8. Where property in such Good(s) has not passed to the Customer, the Supplier will be entitled to recover payment for the Good(s) (including without limitation by way of an action for the Price notwithstanding that ownership of any of the Good(s) has not passed from the Supplier.
- 6.9. If the Supplier stores, transports or performs works on any Good(s) or other property (including Good(s) about to be delivered or Good(s) intended for incorporation in or use on Contract Good(s) or Service(s)) belonging to the Customer or any Third Party the Supplier does so at the sole risk of the Customer and (except as provided in these conditions) the Supplier shall have no liability to the Customer or to any other party for loss deterioration or damage to such Good(s) or other property howsoever arising and whether by negligence or otherwise, unless by prior agreement in writing. For the avoidance of doubt, in the event that parts provided by the Customer are fitted to the product either directly by the Customer or by the Supplier on the Customer’s behalf, the Supplier accepts no responsibility or liability whatsoever for the parts and risk in the parts shall lie with the Customer.

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7. WARRANTIES

- 7.1. The Supplier warrants (subject to the limitations set out in 7.2 and 8 below) that if Good(s) of its own manufacture (but excluding constituent parts of its suppliers or subcontractors) provided by the Supplier prove within the six (6) month period from acceptance as detailed at clause 3.5 under normal conditions not to be free from material defects and if the conditions set out below are each satisfied, the Supplier shall: (a) in respect of Goods, use reasonable endeavours either (at its election) to repair or to replace free of charge any Good(s) (or the relevant constituent parts not being expendable items or parts procured from the suppliers own suppliers or subcontractors) ("**Warranty Good(s)**"); or (b) in the case of Service(s) rendered, in accordance with clause 7.1.3 below re-execute free of charge any such Service(s). The said conditions (each of which must be fulfilled before any warranty claim shall arise) are:
- 7.1.1. that the claim is not attributable to fair wear and tear or any fault or damage arising from impact, modification, inappropriate use or treatment, vandalism, incorrect handling, taxing beyond normal performance or exposure to corrosive substances or substances otherwise injurious to the Good(s) or their constituent materials;
 - 7.1.2. that the claim is made by the original Customer for its own benefit;
 - 7.1.3. that the claim is notified (in detail) in writing to the Supplier within ten (10) Working Days of the date of discovery thereof and in any event within the six (6) month period from acceptance as detailed at clause 3.4 above or in the case of Service(s), immediately as soon as apparent and in any event within ten (10) Working Days of practical completion;
 - 7.1.4. that the Good(s) have not (except by competent personnel acting within the confines of training and diagnostics provided by the Supplier in relation to those Goods) been modified, altered or repaired by any person other than the Supplier or its appointed service agents and that the Customer has complied with the Supplier recommendations for use and monitoring in respect of its Good(s) and/or Service(s) as applicable.
- 7.2. Except where the Supplier specifically otherwise agrees in writing, it offers no (and shall have no liability under any) warranty or condition (express or implied) in respect of goods, materials or services of its suppliers or subcontractors but will if requested by the Customer (and if the Supplier considers it appropriate and practical to do so) assist the Customer to obtain the benefit of such warranties as are available from them in favour the Customer.
- 7.3. If the Supplier dispatches spare gaming machine parts or other equipment ("**Replacement Part(s)**") in response to alleged warranty claims or as otherwise requested by the Customer, before the Supplier's examination of the Good(s) or part thereof claimed to be defective, the Customer will pay the Invoice in respect thereof (including any transportation fee).
- 7.4. The Supplier at its sole discretion may raise a credit note in respect to the Replacement Part(s) if the Warranty Good(s) are: (i) returned to the Supplier within twenty (20) Working Days; and (ii) found by the Supplier to fall within the warranty given under 7.1 above. The Supplier shall offer to the Customer warranty protections in respect of the Replacement Part(s) set out in clause 7.1 above save that the warranty period shall be limited to one (1) month from the date of Delivery of such Replacement Part(s).
- 7.5. Without prejudice to clause 4 of these STC's the Supplier reserves the right to charge the Customer for Service(s) carried out by an engineer as a result of a warranty claim by the Customer.
- 7.6. The Customer undertakes and warrants to the Supplier at all times under each Contract that:
- 7.6.1. Taxes Payable: The Customer shall pay and be responsible for all and any taxes, duties (including Machine Games Duty), charges, fines, penalties and interest whether betting duties or otherwise ("Liabilities") payable under the Contract and shall indemnify and keep indemnified the Supplier against the Liabilities, or any other liability incurred by the Supplier, which liability arose out of the failure by the Customer to pay such, or to pay such in a timely manner;

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- 7.6.2. Compliance with applicable laws: Without limitation to clause 7.6.3 below, the Customer shall comply with all applicable laws and regulation including for the avoidance of doubt regulations in relation to gaming machines, LCCP's, and 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 gaming machines (including any license required from PRS/PPL in relation to the performance of music from gaming machines and /or sites);
- 7.6.3. Compliance: In addition, the Customer warrants that: (i) all information supplied by it to the Supplier is complete, truthful, and accurate; (ii) it will comply with the laws, rules and regulations of all applicable jurisdictions including, but not limited to, applicable anti-corruption, competition, anti-money laundering, licensing, gambling, gaming and registration laws, WEEE Directive (European Commission Directive 2012/19/EU), UK Modern Slavery Act 2015 and with any applicable laws, regulations, and administrative requirements promulgated under the OECD Convention on Combating Bribery of Foreign Public Officials and the UK Bribery Act 2010; (iii) it has not: (a) 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 the Contract or any other agreement or potential agreement between the Parties; nor has it (b) 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 the Contract or any other agreement or potential agreement between the Parties; (iv) it has not made or authorised and will not, directly or indirectly, make or authorise any payments, gifts, offers or promises of payments or gifts or things of value, directly or indirectly, to any official, employee or national of Great Britain, United States or local government, agency or instrumentality thereof, to any candidate for public office, to any political party, or any officer or employee thereof for the purpose of gaining business or improper benefit; (v) it has not paid or agreed to pay a commission or finder's fee to a Third Party in connection with the execution of this contract, except where this has been specifically disclosed in writing prior to the signing of this Contract; (vi) it will keep accurate books and records in respect of any dealings with the Supplier whether pursuant to the Contract or otherwise; (vii) it has not paid, or offered, or agreed to pay any political contributions in respect of any business for which it provides services and it will not do so in the future; (viii) neither it nor any of its shareholders, employees, officers, or directors is an official or employee of Great Britain, United States or other national, state, or local Government or any agency or instrumentality thereof, an official of a political Party, or a candidate for political office; and (ix) 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, that it is not now, to the best of its knowledge, the subject of any Government investigation for such offences.

8. LIABILITY AND INDEMNITY

- 8.1. The Suppliers total liability to the Customer in contract, tort (including negligence) misrepresentation or otherwise arising under or in connection with the Contract shall be limited to the aggregate amounts paid by the Customer for Good(s) and/or Service(s) (excluding any Expenses) in respect of each Order.
- 8.2. Subject to clause 8.3 below, the Supplier shall not be liable, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, under or in connection with a Contract for: (i) any loss of profits, loss of sales, loss of business or agreements, loss of goodwill, loss of or wasted management of staff time, loss of use or corruption of software, loss or corruption of data or loss of anticipated savings or for (ii) any indirect, consequential or special loss or damage costs, or expenses whether such losses or damages were foreseen and/or foreseeable.
- 8.3. Nothing in these STC's shall limit or exclude the Supplier's liability for:
- 8.3.1. death or personal injury caused by the Supplier's negligence or that of its employees or agents;
 - 8.3.2. fraud or fraudulent misrepresentation; or
 - 8.3.3. matters which may not be excluded under applicable law.

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- 8.4. Subject to clause 8.3 the terms implied by sections 13 to 15 of the Sales of Good Act 1979 and the terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law excluded from the Contract.
- 8.5. Any damages awarded in accordance with each Contract shall be subject to the Customer taking all reasonable steps to mitigate its loss
- 8.6. Subject to clause 8.3, the Supplier shall not be liable to the Customer or any Third Party whether in contract, tort (including negligence), breach of statutory duty, or otherwise, under or in connection with a Contract for loss or damage arising from defects in or failure of software incorporated into its Good(s) or from software-related defects in or failure of the Good(s) themselves.
- 8.7. Without prejudice to clause 8.3 above the Supplier shall in no circumstances be liable to the Customer or to third parties for any loss or damages arising directly or indirectly from failure to perform or delay in performing.
- 8.8. The Customer shall not contract with any Third Party for the sale, siting or operation of the Supplier's Good(s) except on terms which include limitations and exclusions equivalent to this and the foregoing provisions of this clause 8.
- 8.9. The Customer shall indemnify the Supplier and its employees and agents against all Third Party claims relating in any way to Goods or Services supplied by or on behalf of the Customer (including claims for which the Supplier excludes or limits liability under this clause 8) or arising from breach of or negligence in connection with these STC's including without limitation infringement of Intellectual Property Rights and data protection breaches.
- 8.10. When the Supplier supplies Good(s) and/or Service(s) to the Customer, to the Customer's special requirements or for its special purpose (whether or not incorporated in whole or in part of the Supplier's own specifications), the Customer shall provide all necessary specifications in reasonable time to enable the Supplier to complete Delivery. The Supplier shall have no liability for any defect or industrial property infringement derived wholly or partly from any specifications given by the Customer or on its behalf. The Customer shall indemnify the Supplier against all claims, liabilities, costs and/or damages arising from or authorised by the Customer in regards the Supplier complying with Customer requirements or purpose.
- 8.11. The Supplier's pricing structure is based upon these limitations of liabilities and indemnities and the Customer is advised to consider obtaining insurance cover for any claims for which the Supplier is not liable and which may arise under this clause 8 or otherwise.
- 8.12. The Customer warrants that it is in possession of all relevant grants, authorisations, licences, permits, consents, certificates and approvals, necessary for its normal course of business, a valid copy of which shall be supplied by the Customer to the Supplier within a reasonable time upon request, and that no suspension or cancellation is pending or threatened. The Customer further warrants that there is no conflict, default or violation of any laws or regulations applicable, or any grant, authorisation, licence, permit, consent, certificate or approval by which it is bound and duly indemnifies the Supplier in this regard.
- 8.13. In the event the Customer is a distributor, the Customer warrants that it will use its best endeavours to ensure that its customers are in possession of all relevant grants, authorisations, licences, permits, consents, certificates and approvals necessary for its normal course of business, a valid copy of which shall be obtained and supplied by the Customer to the Supplier upon request, and that no suspension or cancellation is pending or threatened, and duly indemnifies the Supplier in this regard.
- 8.14. The Customer acknowledges that the Supplier operates under privileged licences in a highly regulated industry and in the event that the Supplier is required to withdraw a Contract by reason of law, regulatory requirement or by reason of the Suppliers internal compliance policies and requirement, or in the event that the Supplier discovers facts that would or may in the Supplier's reasonable opinion jeopardise the gaming licences or status of the Supplier or any of its subsidiaries or affiliates with any government authority or similar regulatory law enforcement authority, then the Supplier may terminate any Contract immediately and immediately suspend the provision of Good(s) and/or Service(s) where applicable without penalty and neither Party shall have any additional rights thereafter.

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9. TERMINATION AND SUSPENSION

- 9.1. The Supplier may terminate any Contract immediately if:
- 9.1.1. the Customer exceeds any credit limit agreed with the Supplier; and/or
 - 9.1.2. the Customer is in material breach of its obligations under this Contract or any other agreement with the Supplier; and/or
 - 9.1.3. the Customer is in breach of any of the compliance warranties and indemnities provided in clauses 7.6.1, 7.6.2 and 7.6.3 herein. In such event the Customer shall pay to the Supplier all monies due under the Contract at the date of termination of the Contract and any associated costs and Expenses, notwithstanding the rights of the Supplier to further remedy.
- 9.2. The Supplier may terminate a Contract by giving no less than five (5) Working Days notice if the Customer is in breach of the Contract or any other agreements with the Supplier (such breach, if remediable, not having been remedied within five (5) Working Days notice from the Supplier) or any judgement against the Customer is unsatisfied for ten (10) Working Days or (being an individual) the Customer dies or commits any act of bankruptcy or (being a corporation) the Customer enters liquidation or receivership or administration or administrative receivership or any event analogous to any of the foregoing including an Insolvency Event shall happen in any jurisdiction. Any such termination shall be without prejudice to the Customer's obligations and Supplier rights under the Agreement save that (in respect of amounts paid by the Customer) the Customer shall be entitled to credit (subject to the Supplier's right of set off against any liabilities (due to the Supplier or to any member of any group to which the Supplier belongs) on any account) amounting to the lesser of the price paid by the Customer under the Contract for, and the proceeds (less costs) of the Supplier's subsequent disposal of, any Good(s) which it has not delivered or which it repossess.
- 9.3. Without prejudice to clause 9.2, as an alternative measure to the events stated in 9.2, the Supplier shall be entitled (without prejudice to its other rights hereunder) to suspend and/or delay completion of the Contract or in instances where providing Service(s) further performance of the Service(s) for such reasonable time as it shall deem fit and for this purpose to stop any Good(s) already in transit to the Customer or in the course of installation.

10. SPECIFICATION

- 10.1. The Supplier gives no undertaking as to the popularity of its goods (and shall have no liability arising out of lack of appeal or utilisation of them). The assessment of their appeal is the sole responsibility of the Customer.
- 10.2. Any specification, formulations, data, literature and statements as to content, suitability, performance or otherwise, issued and descriptions and samples given by the Supplier in connection with its Good(s) or Service(s) are offered in good faith and are intended to be approximate only and shall be deemed not to constitute representations or warranties.
- 10.3. Good(s) are supplied on condition that the Customer undertakes at all times to take and comply with (and to procure that third parties take and comply with) all instructions and recommendations issued with or contained on or relating to the Good(s) or relevant data sheets, and all reasonable and prudent precautions, as to use and function and performance monitoring.
- 10.4. The Customer shall procure that all recommended checks of Good(s) and their function and performance are carried out at no greater intervals than those recommended and that Good(s) are forthwith removed from service upon any deficiency being detected; but this condition shall not imply any representation or warranty on the part of the Supplier in excess of those contained or referred to in these STC's.
- 10.5. Pursuant to the Supplier's policy of continuous improvements, it reserves the right without notice and without affecting the validity of the Agreement, to make such changes in materials, dimensions and designs as it thinks reasonable or desirable in all circumstances.
- 10.6. The Customer discharges the Supplier of any statutory obligation to take back the Good(s) purchased hereunder or any Replacement Part(s) thereof after end of use. Further, with effect from the date of

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Delivery of such Good(s) and/or Replacement Part(s), the Customer shall (at its own cost) assume sole responsibility (as between the Parties) for the environmentally sound disposal of such Good(s) and Replacement Part(s) in accordance with all applicable laws (including but not limited to the requirements of the WEEE Directive, if any, as implemented in its country of formation and/or operation). The Customer shall indemnify and hold harmless the Supplier, its affiliates and their officers, directors, employees and agents from and against any and all liabilities, damages, demands, actions, expenses, losses, claims, costs or fines (including reasonable legal fees and costs) incurred or suffered by the Supplier or any affiliate arising out of or in connection with the failure by the Customer to comply with this provision. Notwithstanding the aforementioned, the Supplier may on a case by case basis offer a take back option, subject to certain additional terms including that Customer will be responsible for the cost of any such return.

11. INSTALLATION, MAINTENANCE AND TESTING

- 11.1. Where the Supplier undertakes to install, maintain, repair or test any Good(s) the Customer shall bear the cost (which shall include any travel and subsistence costs of the Supplier, its employees and agents) and provide (at the Customer's own expense) all relevant information and such facilities as maybe required.
- 11.2. The Customer shall be responsible for compliance with all statutory requirements and Third Party rights in connection with the siting, installation, erection and use by the Supplier of the Good(s), or the provision by the Supplier of Services, to the Customer and shall indemnify the Supplier accordingly.
- 11.3. Where the Supplier undertakes work or provides labour (which may be sub-contracted) at the Customer's premises or elsewhere (not in exclusive occupation of the Supplier) the Customer shall indemnify the Supplier against all liability (including without limitation in respect of employee or other Third Party claims) arising directly or indirectly from defects in or unsuitability of the premises or site or of apparatus or plant (other than that provided by the Supplier) or from negligence or breach of statutory duty by the Customer or that of Customer employees or any other Third Party (other than employees of the Supplier) or howsoever arising.

12. INTELLECTUAL PROPERTY RIGHTS

- 12.1. The trade marks, copyright, patents and all other intellectual property rights of the Supplier in its good(s), product(s), software, designs, data sheets, packaging and literature shall remain the property of the Supplier (or authorised licensor) and no licence thereunder (except as to the use for which our goods or services are supplied), and in no licence for the modification or conversion of Supplier goods, shall be implied.
- 12.2. The Customer shall not repackage the Good(s) and/or remove any copyright notices, regulatory notices, statutory notices, confidential or proprietary legends or identification from the Good(s).
- 12.3. The Customer shall not use (other than pursuant to these STC's) or seek to register any trade mark or trade name (including any company name) which is identical to, confusing or similar to or incorporates any trade mark or trade names which the Supplier or any associated companies of the Supplier owns or claims rights in anywhere in the world.
- 12.4. The Customer shall promptly and fully notify the Supplier of:
 - 12.4.1. any actual, threatened or suspected infringement of any Intellectual Property Rights which comes to the Customer's notice; or
 - 12.4.2. any claim by any Third Party that comes to the Customer's notice that the sale or advertisement of the Good(s) infringes the rights of any person.

13. CONFIDENTIAL INFORMATION AND DATA

- 13.1. Each Party will keep confidential at all times:
 - 13.1.1. the terms of the Contract; and

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- 13.1.2. any and all Confidential Information that it may acquire in relation to the other Party by reason of this Agreement.
- 13.2. Neither Party will use the other Party's Confidential Information for any purpose other than to perform its obligations under the Contract. Each Party will ensure that its officers and employees comply with the provisions of this clause 13.
- 13.3. The obligations on a Party set out in clause 13.1 will not apply to any Confidential Information which:
- 13.3.1. is publicly available or becomes publicly available through no act or omission of that Party; or
 - 13.3.2. a Party is required to disclose by applicable law (including any order of a court of competent jurisdiction), or the rules of any stock exchange or governmental, revenue or other regulatory authority whether or not having the force of law;
 - 13.3.3. is already known to the receiving Party, as evidenced in written or machine readable form dated prior to the date of disclosure or is received from an unaffiliated Third Party without an obligation of non-disclosure or breach of an obligation of confidentiality to the disclosing Party.
- 13.4. Information shall not be deemed to be within one or more of the foregoing exceptions merely because any part of such information is embodied in general disclosures or because individual features, components or combinations are now or hereafter become publicly known. 'Publicly known' means information that is reasonably accessible to one of ordinary skill in the field(s) relating to this Agreement.
- 13.5. The Parties shall comply with their respective obligations under the Data Protection Act 1998 and all related legislation.

14. 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 14 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 14 shall operate to limit or exclude any liability for fraud or fraudulent misrepresentation or any other liability which cannot be excluded by law.

15. SEVERANCE

If any provision of the Contract is found to be illegal, invalid or unenforceable at law, the continuation in full force and effect of the remainder of the provisions shall not be prejudiced.

16. ASSIGNMENT

The Customer shall not without the prior written consent of the Supplier assign, transfer, charge, sub-licence or deal in any other manner with the Contract or its rights under it or part of it, or purport to do any of the same, nor sub-contract any or all of its obligations under these STC's.

17. NO PARTNERSHIP OR AGENCY

Other than as expressly set out, the Contract shall in no way be constructed to constitute one Party hereto as an agent, employee, 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 on behalf of the other, and neither Party shall represent such right or authority.

18. FORCE MAJEURE

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18.1. The Supplier shall not be in breach of the Contract where its failure to perform or its delay in performing any obligation is due wholly or in part to an event of Force Majeure.

18.2. The Supplier shall notify the Customer as soon as it is reasonably practicable of any failure to perform or delay in performing any obligation due to a cause set out above at clause 18.1 and shall provide an estimate as soon as practicable of the time when the obligation will be performed. Subject to clause 18.3 below, the time for performing the obligation shall be extended for a period of time at least equal to the period of delay resulting from such a cause unless otherwise agreed between the Parties.

18.3. Where the performance of an obligation is delayed by more than twenty (20) Working Days due to an event of Force Majeure and the Parties have not agreed upon a revised basis for performance of the Contract, then either Party may, upon twenty (20) Working Days prior written notice, terminate this Agreement. The right of termination shall be in addition to any other rights which may accrue to either of the Parties on the occurrence of such Force Majeure event.

19. AMENDMENTS

These STC's may not be altered, amended, modified or supplemented in any respect except by a written instrument signed by a duly authorised representative of each Party.

20. THIRD PARTIES

Save in respect of any rights and/or other entitlements which accrue to members of the Supplier'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).

21. NOTICES

Any notice required to be given pursuant to this Contract (which shall include the service of any proceedings or other documents in any legal action or proposed legal action or where applicable, any arbitration or other method of dispute resolution) shall be given in writing (but excluding email save in respect of the Suppliers Order Acknowledgement) and shall be delivered by first class post or delivered by hand. Any such notice shall be deemed to have been received: (i) if sent by pre-paid first class post or other next Working Day delivery service at 9am on the second (2nd) Working Day after posting or at the time recorded by the delivery service; (ii) if delivered by hand on signature of a delivery receipt or at the time the notice is left at the specified 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 the terms of this clause 21.

22. JURISDICTION AND GOVERNING LAW

22.1. These STC's and any dispute or claim arising out of or in connection with it or 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.

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