

## GENERAL TERMS AND CONDITIONS OF SALE, LEASE, AND DELIVERY

### 1. General – Scope of Application

**1.1** Unless otherwise expressly agreed, these General Terms and Conditions of Sale, Lease, and Delivery (these “**GTC**”) of NOVOMATIC Americas Sales LLC (“**NOVOMATIC**”), as amended from time to time, shall exclusively apply to the delivery of purchased, leased or licensed items (the “**Goods**”) from NOVOMATIC and, *mutatis mutandis*, to the provision of services by NOVOMATIC, as recorded in the written and signed agreement to which these GTC are attached (the “**Agreement**”) between NOVOMATIC and the party signing such agreement as customer (the “**Customer**” and, collectively with NOVOMATIC, the “**Parties**” and each a “**Party**”). These GTC shall be an integral part of the Agreement, and any reference to “the Agreement” or similar such reference contained herein shall be deemed to include these GTC.

**1.2** Other terms and conditions, including any general terms and conditions of the Customer, shall be valid only with the express written consent of NOVOMATIC, effectuated by NOVOMATIC’s signature attached directly to and expressly agreeing to by bound by such terms and conditions. For the avoidance of doubt, these GTC are intended to, and do apply to the sale, lease, or licensing of any Goods by NOVOMATIC to the Customer, notwithstanding any language set forth in any Order (as defined below) or other order form, purchase order, or communication from the Customer to NOVOMATIC under which the Customer orders, offers or requests to purchase, lease, or license any Goods from NOVOMATIC. Any acceptance by NOVOMATIC of any Order or other order or offer to purchase, lease, or license any Goods from NOVOMATIC shall be expressly conditioned on the application and supersession of these GTC over any and all other terms and conditions between the Customer and NOVOMATIC.

**1.3** Waiving any special notice, the Customer authorizes NOVOMATIC to use personal data to the extent permitted by any applicable statutory law governing the protection of personal data and necessary for the implementation of the contractual relationship and to disclose such personal data to the NOVOMATIC’s personnel involved in the implementation of the contractual relationship.

### 2. NOVOMATIC Offers and Customer Orders

**2.1** Any offers made by NOVOMATIC are non-binding and may be considered as an invitation (“*invitatio ad offerendum*”) to the Customer to submit a binding order (“**Order**”) in accordance with the procedures set forth in the Agreement. Any information contained in catalogs, brochures or other documents of NOVOMATIC, as well as other written or oral statements shall be non-binding unless otherwise agreed. NOVOMATIC reserves the right to refuse Orders also without stating any reasons, and each Order is subject to the express acceptance of NOVOMATIC.

**2.2** Notwithstanding the form or context in which they are provided, and regardless of whether offered as a part of an offer to the Customer to submit an Order, any and all specification documents, such as, but not limited to, figures, drawings, calculations, plans and sketches or other technical documents as well as samples, price lists, manuals, handouts, catalogues, brochures, illustrations and the like, as well as any documentation marked or identified as “confidential,” “proprietary” or the like, shall always remain the intellectual property of NOVOMATIC and shall be subject to the relevant statutory provisions on reproduction, imitation, competition etc., as well as the intellectual property protections set forth in [Section 12](#) of these GTC. No documents relating to offers from NOVOMATIC to the Customer, or projects, must be copied or made accessible to third parties without the express written consent of NOVOMATIC. NOVOMATIC may, at any time, demand that any of its confidential



documents, or any documents containing its confidential or proprietary information, be returned to it, and as promptly as possible, but in any event no later than thirty (30) days after delivery of such demand, the Customer shall return, and cause to be returned, such documentation to NOVOMATIC.

**2.3** The Agreement between the Customer and NOVOMATIC shall be deemed effectuated when NOVOMATIC and the Customer have each duly executed the Agreement, NOVOMATIC has received the Customer's properly completed Order attached thereto, and NOVOMATIC has either (a) sent, to Customer, a written order confirmation ("**Order Confirmation**"), whether electronically or otherwise, or (b) has dispatched the Goods, or any portion thereof, to the Customer.

**2.4** Without limiting the provision in Section 1 to these GTC, unless NOVOMATIC expressly agrees in writing, NOVOMATIC shall not be bound by any terms and conditions whether written, oral or otherwise, that vary from or are in addition to these GTC and such terms and conditions shall be null and void.

### **3. Prices**

**3.1** Unless otherwise recorded in the Agreement, the prices shall be FOB Shipping Point (Incoterms<sup>®</sup> 2020) from NOVOMATIC's warehouse located at 900 Corporate Grove Drive, Buffalo Grove, IL 60089, USA inclusive of NOVOMATIC standard packaging and exclusive of loading, disassembly, return and disposal of electrical and electronic equipment. If delivery including shipment has been agreed, the cost of shipment, customs costs, as well as cost of transport insurance, requested by the Customer, if any, shall be charged to the Customer separately but shall not include unloading and distribution. Packaging shall only be taken back by NOVOMATIC if this was explicitly agreed to or requested by NOVOMATIC in writing. Packaging and packing aids must only be re-used by the Customer if the logo and the name of NOVOMATIC as well as the trademark and other marks of NOVOMATIC have been made unrecognizable. The foregoing is not, and shall not be interpreted as, permission to use, or a representation or warranty regarding the safety, quality or condition of, such packaging and packing aids, and notwithstanding anything set forth herein to the contrary, in no event will NOVOMATIC be responsible for any damage or loss (including to persons, the Goods, or the property of the Customer or any third party) caused by the Customer's use of the packaging or packing aids.

**3.2** Unless expressly stated herein to the contrary, any prices quoted by NOVOMATIC to the Customer for gaming machines, cabinets, accessories, software or other Goods listed in NOVOMATIC's catalogues shall be presumed to be the price quote for standard goods and, to the extent any different, non-standard, or additional accessories, features or requirements to such Goods are ordered or requested, the lease price, purchase price, or other consideration due to NOVOMATIC in connection therewith may be subject to additional charges.

**3.3** The prices and the quantities of Goods applicable at the time when the Agreement for their lease or sale is effectuated are based on the costs and availability of production material at such time. If costs increase by the time of shipment or delivery, NOVOMATIC shall be entitled to adjust the prices and/or quantities and/or delivery dates accordingly, in particular, but not limited to, due to collective agreements or an increase of production material and delivery prices.

### **4. Taxes**

**4.1** The price for the Goods is exclusive of any taxes (including, without limitation sales, use or privilege taxes), duties, tariffs, import taxes or other customs levies. The Customer agrees to pay and otherwise be fully responsible for any and all such amounts; provided, however, that the Customer



shall not be responsible for any taxes due on the income of NOVOMATIC employees or that NOVOMATIC may be required to pay pursuant to applicable law or regulation.

**4.2** The deduction of a cash discount for early payment, price discounts and/or other reductions require special written agreement, signed by both NOVOMATIC and the Customer.

## **5. Payment Terms**

**5.1** Unless set forth to the contrary in the Agreement, all amounts set forth in any invoice delivered to the Customer shall be due for payment not later than thirty (30) days after the invoice date.

**5.2** Payments shall be made to NOVOMATIC without any deduction in the amount stated in the invoice. The date of payment shall be the day of receipt by NOVOMATIC and the payment shall be deemed effected on the date on which NOVOMATIC is able to access and dispose of the amount. All interests and expenses (as, e.g., bank and/or discount charges) in connection therewith shall be borne by the Customer.

**5.3** All invoices are issued by NOVOMATIC directly to the Customer. NOVOMATIC does not accept payments from third parties on behalf of the Customer without prior written consent by NOVOMATIC. In the event that the Customer wishes to make payments through a third party, the Customer is obliged to specify to NOVOMATIC in writing no less than fourteen (14) days in advance the reason why the payment is to be made by a third party, as well as the relationship between the Customer and such third party. NOVOMATIC reserves the right to refuse to accept payment from any third parties of any amounts due hereunder.

**5.4** Both in case of payments by Customer or, if explicitly agreed to by NOVOMATIC in writing, of payments by third parties on behalf of the Customer, the Customer is obligated to, and shall, ensure that its funds and/or the funds of third parties have not been proceeded by means of criminal activities, have lawful origins and all payments made to NOVOMATIC otherwise comply with any and all applicable laws and regulations.

**5.5** NOVOMATIC is entitled, and reserves the right, at any time, to read, analyze, use, store, and if applicable, disseminate telemetry or similar data through the systems, software, other Intellectual Property, and protocols implemented in or otherwise relating to the Goods, whether such Goods are purchased, leased, licensed, or otherwise. The foregoing shall be for any permissible purposes under applicable law including, without limitation, market and/or product evaluation purposes as well as for service, maintenance and/or payment term purposes. The Customer acknowledges and consents to the foregoing and further agrees to provide reasonable access to NOVOMATIC and its employees, personnel and agents, at any time during normal business hours so that it may inspect the Goods and confirm that the Customer remains in compliance with the terms of the Agreement and is otherwise only using the Goods in the manners contemplated by the Agreement.

**5.6** To the extent any discounts or bonuses to the Customer have been agreed to between the Parties, the same shall only be valid if all amounts due and payable by the Customer hereunder have been timely made in the proper amounts and otherwise in accordance with the terms of the Agreement. In no event shall the Customer be entitled to any right to set-off, abate, withhold, or otherwise fail to pay any amounts due under any Agreement, regardless of any claims the Customer may have or allege against NOVOMATIC.

**5.7** The intent of the Parties being to conform strictly to the usury laws now in force under applicable law, whenever any provision herein provides for payment by the Customer to



NOVOMATIC of interest at a rate in excess of the legal rate permitted to be charged, the rate herein provided to be paid shall be deemed reduced to such legal rate, and the Agreement may be amended to reflect the same.

## **6. Security Interest; Repossession Upon Failure to Pay**

**6.1** Ownership of the Goods shall only pass to the Customer once the full and final purchase price therefor, plus any applicable interest, charges and costs, have been paid in full to NOVOMATIC by the Customer. Except as may be expressly contemplated by the Agreement, no amounts paid by the Customer to NOVOMATIC pursuant to any lease, rental, participation or other such relationship shall entitle the Customer to any right, title or interest in any Goods and to the extent the Agreement provides for any credit or other allocation of such payments toward the purchase of any Good, the same shall only be valid to the extent such right is properly exercised by the Customer and to the extent the Customer is otherwise in full compliance with the terms of the Agreement and no amounts due and payable by the Customer to NOVOMATIC remain outstanding.

**6.2** With respect to any Goods leased, rented, purchased, or otherwise possessed or obtained by the Customer pursuant to the Agreement, NOVOMATIC retains, and the Customer grants to NOVOMATIC, a purchase money security interest in the Goods (and all replacements, substitutions, and additions) and all proceeds thereof until the full and final purchase price therefor, and any and all other outstanding amounts due by the Customer to NOVOMATIC (including taxes and additional charges) have been paid in full. The Customer's failure to pay any amount when due under the Agreement shall give NOVOMATIC the right to repossess and remove the Goods and the Customer hereby invites and grants license to NOVOMATIC and its employees, personnel and agents to enter into any and all locations where the Goods are located in furtherance of the same. The Customer further waives any and all right to claim damages incurred in the process of NOVOMATIC (or its employees, personnel or agents) entering into any such locations or otherwise attempting to repossess and/or remove such Goods, whether such damages or alleged damages are incurred by its or third parties' persons, property, or otherwise, and agrees to indemnify, defend, and hold harmless NOVOMATIC for any such claims. Such repossession and removal shall be without prejudice to any of NOVOMATIC's other remedies at law or in equity or otherwise provided under the Uniform Commercial Code. The Customer consents to the filing of UCC-1 forms and shall execute and/or allow to be appropriately filed any other instrument NOVOMATIC may reasonably request, in order to perfect and protect NOVOMATIC's security interest in the Goods. The purchase money security interest shall terminate upon the Customer's full payment of the Goods. For the avoidance of doubt, no UCC-1 shall be filed by NOVOMATIC and no purchase money security interest shall be deemed granted by the Customer if full payment of the Goods is made on or about the time of signing a new Agreement for any applicable Goods.

**6.3** Until the purchase price for the Goods has been paid to NOVOMATIC in full, the Customer shall (i) keep the Goods free and clear at all times from all claims, levies, liens and encumbrances and any act of the Customer purporting to create such a claim, levy, lien or encumbrance shall be void (other than liens or encumbrances granted to its lenders as part of a grant of a security interest in substantially all of its assets); (ii) give NOVOMATIC immediate notice of any such attachment or other judicial process; and (iii) not pledge (other than liens or encumbrances granted to its lenders as part of a grant of a security interest in substantially all of its assets), lend, create a security interest in (other than liens or encumbrances granted to its lenders as part of a grant of a security interest in substantially all of its assets), sublet or part with possession of the Goods or any manner to dispose



of the Goods, or relocate or remove the Goods or any part thereof, from the Location, or any other location approved in advance in writing by NOVOMATIC.

## 7. Insurance

Until all amounts owing by the Customer to NOVOMATIC have been paid in full, the Customer shall, at its own expense, obtain, maintain and carry in full force and effect at all times, suitable insurance coverage with a financially sound and reputable insurer (the “**Insurance**”). The Insurance shall name NOVOMATIC as an additional insured party and shall insure (a) all Goods against damage or loss of any kinds (including, without limitation, from theft, fire, wind, hail, and vandalism) in amounts no less than their full replacement value of; (b) against any and all cyber and privacy liability (including, without limitation, against unauthorized access, failure of security, breach of privacy perils, wrongful disclosure of information) in adequate, per occurrence amounts acceptable to NOVOMATIC, and (c) against general liability arising in connection with the Goods and the use thereof in adequate, per occurrence amounts acceptable to NOVOMATIC. The Customer shall maintain the Insurance throughout the term of all Agreements. The Customer shall punctually pay all premiums under any policy effected by it under these GTC and, when requested, produce satisfactory evidence to NOVOMATIC of updated payment of the relevant insurance policies, and any relevant certificates of insurance necessary to show compliance with this [Section 7](#).

## 8. Conditions to NOVOMATIC Shipment Obligations

**8.1** NOVOMATIC’s shipment and delivery obligation is conditional upon clarification of all technical issues, proper performance of all obligations of the Customer and availability of production material by the time of shipment and delivery. NOVOMATIC’s delivery and shipment times and quantities are subject to change. NOVOMATIC shall be entitled to make and invoice partial or advance shipment and delivery of the Goods, but shall in no event be responsible to move up shipment dates including, without limitation, in the event the Customer’s carrier reschedules its pickup of Goods or otherwise fails to comply with predetermined shipment and pickup dates or times.

**8.2** The Customer is obligated to inform NOVOMATIC in writing immediately, and in any event, prior to handover of any of the Goods, concerning any personal or material obstacles preventing shipment or use of such Good(s) at its destination. The Customer guarantees that the import and/or use of the Goods shall only occur in compliance with all relevant legal regulations (especially gambling laws, licensing regulations) and regulatory requirements. The regulatory permits required for the transport and operation of the Goods and the import of the Goods into the relevant territory in which the Customer has NOVOMATIC’s authorization to use (install and operate) them (“**Territory**”), must be obtained by the Customer. All costs in connection with obtaining the permits from any applicable governmental or quasi-governmental entities or authorities shall be exclusively for the account of the Customer. Copies of these permits shall be immediately be given to NOVOMATIC. Any abusive or unlawful use of the Goods shall entitle NOVOMATIC - even after full payment - to bring forth injunctions, to assert claim for damages and to immediately dissolve all other Agreements entered into between NOVOMATIC and the Customer.

**8.3** The applicable shipment and delivery terms will be FOB Shipping Point (Incoterms<sup>®</sup> 2020) from NOVOMATIC’s warehouse located at 900 Corporate Grove Drive, Buffalo Grove, IL 60089, USA, unless it is agreed in writing by the Parties that NOVOMATIC will arrange the shipment.

**8.4** The Customer expressly waives any claim for damages due to late delivery.

## 9. Transport Costs – Transfer of Risk



**9.1** Delivery is made FOB Shipping Point (Incoterms<sup>®</sup> 2020) from NOVOMATIC's warehouse located at 900 Corporate Grove Drive, Buffalo Grove, IL 60089, USA. Risk of loss, damage to the Goods and any and all other risks to the Goods is transferred to the Customer at the time the Goods are loaded with the carrier for shipment. In no event shall any damage or loss to the Goods occurring during shipment entitle the Customer to reject such Goods as defective or otherwise.

**9.2** Forwarding and all other miscellaneous costs, such as shipping insurance, customs, export and import equalization taxes, shall be borne without exception by the Customer, who also has the duty of obtaining necessary export and import licenses.

## **10. Inspection**

The Customer shall inspect all Goods promptly upon receipt thereof and may, in strict compliance with this section, reject any Goods which fail in any material respect to meet NOVOMATIC's current written specifications for the applicable Good such that the functionality of the applicable Good has been materially impaired ("**Defective Goods**"). To reject Defective Goods, the Customer must make and deliver to NOVOMATIC a notice of rejection (which notice shall specify the reasons for any rejection) no later than ten (10) days after its receipt of the applicable Good, and must further prove that such notice has been delivered to NOVOMATIC within such ten (10) day period. Assertion of a defect hereunder shall not release the Customer from its payment obligations, and nothing set forth herein shall establish any right in the Customer to terminate or fail to fulfill its obligations under the Agreement or these GTC. NOVOMATIC shall, at its option and expense, either repair or replace any properly rejected Defective Goods. Defective Goods, or parts thereof, that have been replaced shall become the property of NOVOMATIC. Defective Goods not rejected in strict compliance with the foregoing shall be deemed to have been accepted, any claims of the Customer to claim that such Good is defective shall be lost, and the Customer shall have waived any and all right to claim such Good is defective.

## **11. Warranty**

**11.1** Notwithstanding anything set forth herein to the contrary, the warranty described in this Section 11 (the "**Warranty**") is not applicable to any goods which are or, prior to purchase by the Customer, have previously been leased or rented by the Customer (whether under a daily fee structure, participation fee structure, or otherwise), and shall only be applicable to "newly purchased" goods which were not in the possession, custody or control of the Customer prior to such purchase. All rights and other claims of the Customer under this Warranty are expressly conditioned upon the Customer's strict fulfillment of its inspection and notification obligations and duties hereunder.

**11.2** The general warranty period (other than for defects arising prior to delivery, as set forth in Section 10, above) is 9 months, calculated from the transfer of risk pursuant to Section 9 of these GTC (the "**Warranty Period**"). This period shall also apply to the limitation period for asserted claims for damages against NOVOMATIC.

**11.3** Only the Customer shall be entitled to assert claims for defects and in no event shall any claims of the Customer, whether for defects or otherwise, be assignable to any third party.

**11.4** Gaming machines or cabinets which constitute Goods may contain used or refurbished parts and, in such event, this warranty shall apply to such parts as well. Notwithstanding the foregoing, or anything else contained herein to the contrary, all used or refurbished individual parts as well as any used or refurbished gaming machines or cabinets, or any other equipment or



products, whether constituting Goods or otherwise, are sold “as-is” and are not covered by this warranty; the Customer has no right to refund, repair, replacement or rescission with respect to the purchase and sale thereof; and NOVOMATIC has no obligation to repair or replace such individual parts, refund any amounts paid by Customer therefor, or rescind any portion of this Agreement with respect thereto.

**11.5** Claims by the Customer under this warranty clause must be in writing and must be delivered to NOVOMATIC prior to the expiration of the Warranty Period.

**11.6** Assertion of a defect or other claim under this Warranty shall not release the Customer from its payment obligations, and nothing set forth herein shall establish any right in the Customer to terminate or fail to fulfill its obligations under the Agreement or these GTC.

**11.7** Expressly subject to the limitations contained in Section 9, and provided that a proper claim has been made under the Warranty in accordance with the terms hereof, NOVOMATIC shall repair any defect in the Good which materially impairs the functionality of the applicable Good provided that such defect existed at the time of delivery, FOB Shipping Point (Incoterms® 2020) at NOVOMATIC’s warehouse located at 900 Corporate Grove Drive, Buffalo Grove, IL 60089, USA and is the result of (1) an error in the construction of the applicable Good, (2) the material used in the applicable Good, or (3) the workmanship of the applicable Good. No warranty claims may be deduced from information contained in catalogues, brochures, operation manuals, technical data sheets or other written or oral statements that have not been expressly included in the Agreement and, except as may be stated in the Agreement and in these GTC, NOVOMATIC makes no representations or warranties with respect to the Goods.

**11.8** NOVOMATIC shall be entitled to decide whether to remedy the defect (rectification) at the location of the Goods, NOVOMATIC’s warehouse or any other warehouse of an entity within the group of companies of which NOVOMATIC forms a part, or to make a replacement delivery. The costs of spare parts or other materials necessary for NOVOMATIC to fulfill its warranty requirements, as well as any shipping, delivery or labor costs incurred within the scope of remedying defects or making replacement deliveries that fall within the scope of this Warranty shall be borne by NOVOMATIC within the warranty period, provided that the Customer has strictly complied with the procedures for making a Warranty claim hereunder. After the Warranty Period has concluded, any and all costs associated with the repair, replacement or other remediation of any Goods shall be borne by the Customer. Defective parts that have been replaced shall become the property of NOVOMATIC. Warranty defects shall only entitle the Customer to cancel and nullify the Agreement if the Customer furnishes proof that a material defect existed at the time the Goods were delivered to the carrier for shipment to the Customer, and that, the rectification of such material defect is either objectively impossible or NOVOMATIC has failed to repair such defect within the reasonable time established by NOVOMATIC in writing to perform such repair. Customer shall grant NOVOMATIC (including its employees, personnel and other agents) access to the location of the Good to repair or retrieve the applicable Good.

**11.9** The Customer shall not dispose of or otherwise tamper with or destroy any Good (including any part or component thereof) which has been identified as, or is alleged to be, defective without the express consent of NOVOMATIC, unless:

**11.9.1** Ownership of such Good or part has transferred to the Customer under the terms of these GTC and the Agreement under which such Good or part was purchased from NOVOMATIC; and



**11.9.2** Twenty-one (21) days have passed since the expiration of the Warranty Period applicable to the affected Good or part.

**11.10** Defects in any Good resulting from arrangement, assembly, or set-up by a party other than NOVOMATIC, improper arrangement, assembly, or set-up, failure to observe the installation requirements and conditions of use, use of the Good beyond the performance specifications, capacities or capabilities advised by NOVOMATIC, negligent or improper treatment of the Good, the use of materials or components which are unsuitable or otherwise fail to adhere to NOVOMATIC guidelines or which were provided or installed by the Customer shall be excluded from this Warranty. Without limiting the generality of the foregoing, NOVOMATIC shall not be liable for damage caused by actions or inactions of the Customer or third parties, which occurred due to circumstances arising from within the reasonable control of the Customer or which are caused by situations or conditions other than ordinary use including, without limitation, those resulting from atmospheric discharges, excessive voltage or failures or surges of electrical systems, failures of air conditioning or humidity controls or systems, sprinkler systems and other safety systems, and chemical impacts. This Warranty shall not apply to replacement of the Goods which are subject to natural wear and tear and for purchased Goods which have been announced in writing as end of life by NOVOMATIC AG, 2352 Gumpoldskirchen, Austria (“NAG”) and/or NOVOMATIC.

**11.11** Any rights or claims the Customer may have under this Warranty shall be forfeited immediately if the Customer or a third party alters or repairs the Goods without the prior written consent of NOVOMATIC, which such consent shall include an express authorization for such party to perform such alterations and/or repairs. Notwithstanding the foregoing, the performance of basic maintenance (the determination of which shall be made in NOVOMATIC’s sole, but reasonable discretion) such as the replacement of buttons, the replacement of consumables (i.e., globes, batteries, filters, or fuses) shall not, alone, render this Warranty null and void; provided, however, that such basic maintenance shall be performed by competent, technically qualified key employees of the Customer, who are valid key-employee license holders under the relevant laws (including, without limitation, any laws, regulations, rules, or requirements of any applicable gaming board) in the Customer’s jurisdiction.

**11.12** THE FOREGOING WARRANTIES APPLY ONLY TO THE ORIGINAL PURCHASER AND ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

## **12. Intellectual Property**

### **12.1 Intellectual Property Rights**

**12.1.1** The Customer acknowledges that, notwithstanding anything set forth herein or elsewhere to the contrary, all intellectual property used or embodied in or in connection with any of the Goods is and shall continue to be the property of NOVOMATIC (or its licensors), including but not limited to inventions, discoveries, trade secrets, business and technical information and know-how, works of authorship, expressions, designs, and design registrations, websites, web addresses, web pages, URLs, software, firmware, application programming interfaces, semiconductor chips designs, mask works, architecture, files, records, schematics, data, data files, databases, data collections, patent disclosures, sales literature, user manuals, marketing material, and other specifications and documentation relating to the Goods and/or supplied by NOVOMATIC (the “**Intellectual Property**”), and any and all rights in the foregoing Intellectual Property (whether registered or unregistered)





including, without limitation, copyrights, trademarks, patents, and other design rights of NAG, NOVOMATIC, and their respective affiliates and licensors (all such intellectual property rights being “IP Rights”). The Customer is obligated to protect the Intellectual Property and any and all corresponding IP Rights of NOVOMATIC or those licensed to NOVOMATIC, in particular copyrights, trademarks, design or patent rights, and to reimburse NOVOMATIC for any damage incurred by NOVOMATIC due to the breach of such rights. In case of legal infringement by a third party, the Customer shall immediately notify NOVOMATIC in writing and, at request of NOVOMATIC, shall provide legal assistance in the lawsuit at his own expense.

**12.1.2** In the event that the Customer challenges the ownership or validity of any of the Intellectual Property or the corresponding IP Rights, NOVOMATIC shall without prejudice to any other damages or remedies, be entitled to terminate the any and all agreements between the parties, forthwith if the Customer has not withdrawn such challenge in writing within thirty (30) days receipt of a written notice from NOVOMATIC and/or NAG to it demanding such withdrawal and demanding, in its sole discretion, return of any and all Goods and the immediate payment in full of any and all amounts due or outstanding under such Agreement.

**12.1.3** Without limiting the generality of the foregoing provisions of this Section 12, the Customer shall not:

**12.1.3.1** reproduce or imitate any of the Goods without the specific prior written consent of NOVOMATIC;

**12.1.3.2** make any modifications to the Goods or their packaging (including modifications of the software, and/or modifications of the source code of the software delivered with the Good(s) without the prior express written consent of NOVOMATIC);

**12.1.3.3** alter, remove or tamper with any trademarks, numbers, or other means of identification used on or in relation to the Goods;

**12.1.3.4** use any trademarks which may be incorporated into, used in connection with, or otherwise relating to the Goods in any way which might prejudice their distinctiveness or validity or the goodwill of NOVOMATIC, NAG or any licensors thereof, therein;

**12.1.3.5** use, in connection with the Goods, any trademarks other than those licensed to the Customer by NOVOMATIC under the Agreement without obtaining the prior written consent of NOVOMATIC;

**12.1.3.6** use any trademarks or trade names so resembling any trademark or trade names of NOVOMATIC, NAG or their respective licensors which is likely to cause confusion or is otherwise deceptively similar to the trademarks, trade names or business activities of such parties (subject to any explicit consent to do as referred to below);

**12.1.3.7** use any Intellectual Property in any way or to any extent other than as expressly contemplated by these GTC and the Agreement;

**12.1.3.8** exploit any of the Intellectual Property, or any of the related IP Rights in any way not contemplated by the Agreement including without limitation the reproduction, copying, sub-license, or distribution of the Intellectual Property (including, without limitation any software);

**12.1.3.9** prepare derivative works based on, amend, vary, change or in any other manner modify, reverse engineer, develop or publicize the Intellectual Property (including, without



limitation, any software, or any components thereof including, without limitation any code or logic and/or the documentation which describes and/or comprises any of the foregoing);

**12.1.3.10** take an action (or fail to take any action) the result of which would or might invalidate or be inconsistent with any IP Rights of NOVOMATIC and/or NAG; or

**12.1.3.11** authorize or permit any third party to do any of the foregoing.

**12.1.4** The Customer is entitled to use any trademarks (whether registered or not) belonging to NOVOMATIC, NAG, or their respective licensors, only with the explicit written consent of NOVOMATIC or NAG, as applicable, and the extent and details of such entitlement shall be separately agreed in writing between the Customer and NOVOMATIC or NAG, as applicable.

## **12.2 Intellectual Property Indemnification**

**12.2.1** The Customer shall indemnify, defend, and hold harmless NOVOMATIC and its officers, directors, employees, affiliates, successors and assigns against any and all third-party claims, liabilities, judgments, costs (including, without limitation, court costs and reasonable attorneys' fees), damages and/or expenses of any kind, including those incurred as a result of third-party claims, arising out of or in connection with: (i) any claim by any third party of infringement or suspected infringement of any intellectual property or intellectual property rights of a third party arising from any use of any Good, Intellectual Property, IP Rights, or Confidential Information by the Customer or any of its affiliates, agents, licensees or invitees in any manner not authorized under this Agreement or that does not materially conform with any usage guidelines provided by NOVOMATIC; and (ii) the misuse of any Intellectual Property or the infringement of any IP Rights of NOVOMATIC or NAG arising from any actions or inactions of the Customer or any of its affiliates, agents, licensees or invitees, including, without limitation, the modification, alteration, or other misuse of any Goods or any components thereof (including software or other intangible components) performed without the express prior written consent of NOVOMATIC.

**12.2.2** For the avoidance of any doubt, the Customer shall be responsible and liable for all acts or omissions of any of its employees and/or subcontractors, and any breach by any such employee or subcontractor of the IP Rights shall be a direct breach by the Customer.

## **12.3 Intellectual Property Rights Remedy**

If any service or software material to any Good becomes, or in NOVOMATIC's reasonable opinion is likely to become, the subject of an infringement or misappropriation claim or proceeding, due to any actions or inactions of NOVOMATIC, NOVOMATIC will (a) secure the right to continue using the item or, if (a) is not practical, (b) replace or modify the service, software or good to make it non-infringing, provided that any such replacement or modification will not adversely affect the performance or quality of the affected component of the service, software or good; provided, however, that if despite commercially reasonable efforts, NOVOMATIC is unable to satisfy either (a) or (b), such failure shall not constitute a breach of the Agreement.

## **13. Other Products and Services**

**13.1 Locks.** The Customer acknowledges and agrees that the Goods will require service and cash box access locks that are not normally installed by NOVOMATIC. The Customer shall provide such locks at its expense, and NOVOMATIC shall have no obligations to provide such locks or have any responsibility to provide, install or maintain such locks or take any actions to secure the Goods



or the contents thereof. NOVOMATIC makes no representations or warranties with regard to the security of the Goods, and a failure of the Customer to secure the Goods shall not absolve it of any obligations under the Agreement.

## 13.2 Type Plate

**13.2.1** Gaming machines which constitute Goods may include a type plate which contains information about the condition of the gaming machine at the time of shipment or delivery from NOVOMATIC to the Customer. If the mainboard on a gaming machine is replaced, the information on the type plate is no longer, and shall not be considered, up to date. In such event, the new mainboard will be labelled by NOVOMATIC (or an agent thereof), and such label will contain EMC-tested component information which, in conjunction with the type plate, represents the full identification of the gaming machine.

**13.2.2** The Customer has the responsibility and duty to clarify in advance whether the combination of type plate and label fulfils the national legal and technical requirements. The necessary documents for the national verification must be requested from NOVOMATIC without delay. If the combination of type plate and label fulfils the above-mentioned requirements, a corresponding modification documentation must be prepared by the Customer after the gaming machine has been converted to the new mainboard in case of a legal inspection. If a mandatory update of the type plate is required by the relevant jurisdiction authorities and the combination of type plate and label is rejected, the Customer must inform NOVOMATIC of this fact without delay and request a new type plate in accordance with the current component information.

## 13.3 General Obligations of the Customer

The Customer must operate the Goods as specified in these GTC and the Agreement and as required by all applicable laws. The Customer is responsible for guaranteeing the orderly and lawful operation of the Goods, that such Goods are operated in appropriate facilities, and that all necessary licenses, permits authorization and approvals are obtained and maintained for the operation of such Goods. Any costs to adapt, modify, or otherwise conform the facilities where the Goods are to be operated which may be required to comply with applicable laws, rules, and regulations are the responsibility of and shall be borne entirely by the Customer. The Customer is obliged to notify NOVOMATIC in writing (i) as to the location in which the respective Goods are operated, and (ii) any change of such location, by giving at least seven (7) days' prior notice before any such change is implemented. The Customer will provide a copy of the license for operation of the Goods to NOVOMATIC within three (3) days of written demand by NOVOMATIC for same. The Customer grants NOVOMATIC the right to audit the Goods to ascertain their appropriate and authorized use and grants NOVOMATIC (together with its employees, personnel and agents) the right to enter the location where such Goods are located in furtherance of the same.

## 13.4 Technical Support of Goods

**13.4.1** For technical support regarding the Goods, the Customer must contact NOVOMATIC's technical support team at [support@novomaticamericas.com](mailto:support@novomaticamericas.com). In the event that the Customer needs access to product manuals or other technical information which may include sensitive technical information, NOVOMATIC may require that the Customer registers on its, NAG's, or other partner websites to receive such access. In such event, the Customer shall ensure that the registered individual's email address remains a valid customer email address (and agrees to promptly maintain and update the same to ensure the most up-to-date information).



**13.4.2** The Customer expressly agrees to register on the website of NOVOMATIC (<http://www.novomatic.com/en/register>) in order to receive access to technical information and support concerning the Goods. Because the Customer may receive access to sensitive technical information, the registration of the Customer and the maintenance of the Customer's registration is necessary for such access.

**13.4.3** The Customer agrees to observe and immediately follow the regularly released update bulletins on the website of NAG's Technical Support (<http://www.NOVOMATIC.com/produkte/support/technical-bulletins>) concerning the Goods (access to technical bulletins requires the Customer's registration, and the maintenance of such registration, pursuant to these GTC). The Customer's failure to uphold this duty shall nullify the Warranty and any other claims for damages the Customer may otherwise have against NOVOMATIC towards the Customer.

### **13.5 Disclaimer of Duty to Configure Goods**

Customer is solely responsible for properly configuring the Goods (including, without limitation, configuring the denomination, maximum bet, maximum jackpot, jackpot progression, game speed, bill validator and dispensers), notwithstanding whether NOVOMATIC performs these services at the Customer's request or otherwise. NOVOMATIC hereby disclaims any responsibility for or arising from any configuration of the Goods and the Customer hereby releases, and agrees to indemnify, defend, and hold NOVOMATIC harmless from any claims the Customer or any third party has or may have for losses of any kind arising from improper configuration of the Goods, regardless of the party to perform such configuration.

## **14. Events of Default**

Notwithstanding anything herein to the contrary, so long as any amounts (including, without limitation, any Lease Price, Participation Fee, purchase price or other fees, penalties, assessments or other amounts) remain outstanding under the Agreement or any other Customer obligations remain outstanding thereunder, the Customer shall be deemed in default (a "Default") under the Agreement upon the occurrence of any of the following:

**14.1** the Customer fails or neglects to comply with any term or condition of the Agreement including, without limitation, timely paying, when due and payable, all fees and other amounts due and payable under the Agreement; if applicable, timely putting any Goods into operation by the Outside Live Date; or the provisions of Section 6.3.

**14.2** the Customer uses or allows a Good to be used in a manner that (a) results or is reasonably likely to result in damage to the Good (ordinary wear and tear excepted) (b) is otherwise, in NOVOMATIC's sole, but reasonable discretion, materially detrimental to the Good; or (c) is otherwise not in accordance with the use of such Good as contemplated by the Agreement;

**14.3** any representation or statement made or furnished to NOVOMATIC by or on behalf of the Customer in the Agreement, any financial or credit statement or application for credit, or any other documentation furnished to NOVOMATIC in connection herewith, is determined by NOVOMATIC to have been incorrect in any material respect when made or furnished;

**14.4** any proceeding in bankruptcy, insolvency, receivership, reorganization, or assignment for the benefit of creditors is instituted by or against the Customer, the property or business of the Customer is in any way liquidated or dissolved, the property of NOVOMATIC (including any "net wins" or other profits or any rights therein pursuant to the Agreement) which



may be held or controlled by the Customer is liquidated or dissolved, or the Goods or any part thereof is in danger, in NOVOMATIC's sole discretion, of loss, seizure, misuse, or confiscation;

**14.5** the Customer surrenders any License (as defined below); has any License suspended, terminated, cancelled, revoked or not renewed by any applicable Authority (as defined below); breaches or fails to comply with any other requirements of Section 18;

**14.6** the Customer or any of its business associates, affiliates, employees, or other agents engages in any conduct which NOVOMATIC, in its sole and absolute discretion, deems prejudicial to or otherwise could result in the loss of, or failure to receive, any Licenses in any jurisdiction in which the Customer conducts or intends to conduct operations or possesses, sells, maintains or otherwise uses the Goods or any other gaming devices;

**14.7** the sale, conveyance, assignment, sub-lease, transfer or other disposition or divestiture, in part or in whole, of any Good or Customer's interest in any Good;

**14.8** the relocation or removal of any Good or any part thereof, from the Location, or any other location approved in advance in writing by NOVOMATIC without NOVOMATIC's prior written consent (which consent may be withheld in NOVOMATIC's sole discretion); or

**14.9** any attempt to assign the Agreement without the prior written consent of NOVOMATIC.

## **15. Remedies**

In the event of a Default, regardless of the cause, without the need for the delivery of any notice to the Customer, and without prejudice to or exclusion of any other rights NOVOMATIC may have, whether under law, equity, contract, or otherwise, NOVOMATIC shall be entitled to:

**15.1** withdraw or suspend the relevant rights of the Customer to use any or all Goods including, without limitation, any software, programs or other Intellectual Property installed thereon or incorporated therein, and to deactivate or take the foregoing out of operation, without prior notice, until the Customer pays off the debt;

**15.2** in its sole discretion, suspend, cancel, terminate, or nullify NOVOMATIC's obligations under the Agreements, permanently, indefinitely, or subject to the Customer's payment of any and all amounts or performance of other obligations due under the Agreement, and to extend any delivery or shipment dates under the Agreements by a reasonable length;

**15.3** accelerate the payment date of any and all amounts due or to be due by the Customer under the Agreement or other transactions and to demand the immediate payment of all outstanding amounts under the Agreement or other transactions and, subject to Section 5.7, to charge default interest on all such amounts at a rate of one and one half percent (1.5%) per month, which is eighteen percent (18%) per annum (the "**Default Rate**"), until paid in full;

**15.4** rescind the Agreement.

## **16. Liabilities**

IN NO EVENT SHALL NOVOMATIC BE LIABLE FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR ENHANCED DAMAGES, LOST PROFITS, LOST REVENUES, LOSS OF USE, OR DIMINUTION IN VALUE, ARISING OUT OF OR RELATING TO THE AGREEMENT; ANY PERFORMANCE UNDER, FAILURE OF PERFORMANCE UNDER, OR BREACH OF, THE AGREEMENT; THE GOODS; OR THE SALE, DELIVERY, USE, REPAIR OR PERFORMANCE OF THE



GOODS, REGARDLESS OF (A) WHETHER SUCH DAMAGES WERE FORESEEABLE, (B) WHETHER OR NOT NOVOMATIC WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, AND INCLUDING NEGLIGENCE) UPON WHICH THE CLAIM IS BASED, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. IN NO EVENT SHALL NOVOMATIC BE LIABLE FOR PERSONAL INJURY OR PROPERTY DAMAGE. Without limiting the foregoing, a lawfully-asserted claim for damages against NOVOMATIC shall be limited to the amount actually received by NOVOMATIC for the Good to which the alleged damage can be attributed.

## 17. Termination of Agreement in Case of Continuous Obligations

**17.1** Unless agreed otherwise in writing, continuous obligations under the Agreement may be terminated by NOVOMATIC by giving ninety (90) days notice' to the Customer, but such Agreement's terms shall continue to apply until the Customer and NOVOMATIC have fulfilled any outstanding obligations arising from such Agreement that are owed to each other.

**17.2** NOVOMATIC may terminate the Agreements with immediate effect for Cause and shall be entitled to, in addition to any and all other remedies available at law or in equity, those remedies set forth in Section 15 of these GTC. "**Cause**" shall include, without limitation, a Default, cases of gross or repeated violation of material contractual duties by the Customer; the opening of insolvency proceedings over the assets of the Customer or dismissal of a petition for opening of insolvency proceedings for lack of sufficient assets to cover the costs; in the event the Agreement is for the lease of Goods or for a right to participate in the profits of the Goods, a determination by NOVOMATIC, in its sole discretion, that such relationship is no longer economically profitable; or any other occurrence identified in the Agreement granting NOVOMATIC the ability to terminate this Agreement. Upon a termination of the Agreement, the Customer shall promptly, but in any event within thirty (30) days of such termination, return any Goods (and any related equipment, products or other items) to NOVOMATIC which have not been purchased and paid in full in accordance with the terms of the Agreement and shall bear any and all costs of and risk of loss in returning such Goods. If the foregoing are not returned within thirty (30) days, NOVOMATIC shall be entitled to charge a daily fee therefor, which such rate shall be NOVOMATIC's then-current daily lease rate for such applicable Good (or, in the event no such rate is in place at such time, the higher of the more recent rate for such Good or the rate in place for such Good on the Effective Date).

## 18. Regulatory Compliance

**18.1** The Agreement is contingent on the Parties receiving and maintaining any and all necessary approvals, authorities, permissions, certificates, certifications, licenses and other such requirements (collectively, "**Licenses**") from any regulatory, legal, judicial, administrative, supervisory or other such agencies, authorities and bodies having jurisdiction over the Parties or the subject matter of this Agreement ("**Authorities**"). Each Party shall promptly apply to the appropriate Authorities for any Licenses necessary for that Party to perform under this Agreement. Each Party shall diligently pursue its applications and pay all costs and fees associated with such Licenses, and shall otherwise cooperate with any requests, inquiries or investigations of any Authorities in connection with NOVOMATIC, its affiliates, or the Agreement. If any License necessary for either Party to perform under the Agreement is denied, suspended, or revoked, the Agreement shall, in NOVOMATIC's discretion, be void effective the date of the denial, suspension, or revocation; provided, however, that if the denial, suspension, or revocation affects performance of the Agreement in part only, the Parties may by mutual agreement continue to perform under the Agreement to the extent it is unaffected by the denial, suspension, or revocation.



**18.2** The Customer must provide a copy of its Licenses (for the lease, purchase and/or use of the Goods, as applicable) to NOVOMATIC within two (2) weeks of acceptance of the Agreement by the Customer, and in each calendar year within two (2) weeks after it has received its renewed Licenses for such year. If NOVOMATIC does not already have a copy of the Customer's valid Licenses for any particular year, the Customer shall supply a copy thereof to NOVOMATIC. If Customer fails to comply with this Section 18, NOVOMATIC reserves the right to withdraw from the Agreement at any time with immediate effect, or to otherwise terminate any of its contractual relationships with the Customer with immediate effect.

**18.3** The Customer expressly warrants that it operates in a lawful manner and only in establishments and jurisdictions where the leasing, ownership and/or use of the Goods are in compliance with and permitted under any and all applicable laws, decrees, rules, regulations, and other such requirements.

**18.4** During the contract initiation phase between NOVOMATIC and the Customer and from time-to-time throughout the term of the Agreement, a contractual partner check regarding the Customer may be initiated by NOVOMATIC so that it may comply with any laws, rules or other regulatory requirements to which it is or may become subject. For this purpose, business and personal disclosure forms are provided to the Customer by NOVOMATIC. The Customer is obligated to fully, truly, correctly, and accurately complete these forms within the time requested by NOVOMATIC, or if no such deadline is established, within a reasonable period. If deemed necessary by NOVOMATIC, the Customer is obligated to provide further information or documentary evidence for NOVOMATIC to verify any information provided in, or in connection with, such disclosure forms or as may be otherwise required for NOVOMATIC to comply with any and all laws, rules or other regulatory requirements to which it is or may become subject. If the Customer provides any untrue, inaccurate or incomplete information in any forms or in response to any other NOVOMATIC information requests during the contract initiation phase or as may be made from time-to-time during the term of the Agreement, or NOVOMATIC has reasonable grounds to suspect the same, NOVOMATIC reserves the right to terminate any and all Agreements or any discussions, negotiations, or other interactions between the Parties, at any time without indicating any reasons and with immediate effect.

**18.5** Without limiting the generality of the foregoing, and whether or not such information has been requested by NOVOMATIC, the Customer shall, and hereby covenants to, notify NOVOMATIC in writing of (a) any significant or material change in the Customer's ownership structure that affects more than 5% of the Customer's issued shares or other equity interests; or (b) any significant or material change in the Company's management, directorial, operational, or executive structure that affects control of the Customer (whether over its day-to-day decision making or otherwise). The Customer shall notify NOVOMATIC of any such change promptly after the occurrence thereof, but in any event no later than four (4) weeks after any such change has come into effect. Such notice shall be delivered to the following email address: [compliance@novomaticamericas.com](mailto:compliance@novomaticamericas.com), or such other address as NOVOMATIC may provide to the Customer from time-to-time. In the event of non-compliance with this obligation or in the event such Customer changes result in, or in the discretion of NOVOMATIC are reasonably likely to result in, a violation of law, rule, or regulation or other legal or regulatory complications, NOVOMATIC is free to terminate the Agreement with immediate effect.

## **19. Compliance with Export Control Regulations**

**19.1** The Agreement is contingent upon compliance with all domestic and international applicable laws, regulations and license requirements, including, without limitation, those



established or contemplated by the U.S. Foreign Corrupt Practices Act and the U.K. Bribery Act. As such the Customer covenants that it will not, in connection with its business activities, grant an improper benefit or any other improper advantage, directly or indirectly, to any government official, employee of a government-controlled company, political party, or other private (non-government) persons or entities working on behalf of any government.

**19.2** The Customer hereby acknowledges and covenants that it will comply at all times with any and all national, international or other applicable law, regulations and sanctions programs (including, but not limited to, those located at <http://www.treasury.gov/resource-center/sanctions/Programs/Pages/Programs.aspx>; <https://www.sanctionsmap.eu/#/main>) governing the export, import, transfer, use or re-export of the Goods including those countries in which it does business or has business partners, and that it understands and agrees to these provisions.

**19.3** Without limiting the generality of the foregoing, the Customer hereby acknowledges and covenants that it will comply, at all times with Council Regulation (EU) No 833/2014 and Council Regulation (EU) No 765/2006 and that it will otherwise take the following actions:

**19.3.1** The Customer shall not sell, export or re-export, directly or indirectly, to, or for use in, the Russian Federation or Belarus, any Goods supplied under or in connection with the Agreement that fall under the scope of Article 12g of Council Regulation (EU) No 833/2014 and Article 8g of Council Regulation (EU) No 765/2006.

**19.3.2** The Customer shall undertake its best efforts to ensure that the purpose of Section 19.3.1 is not frustrated by any third parties further down the commercial chain, including by possible resellers.

**19.3.3** The Customer shall set up and maintain an adequate monitoring mechanism to detect conduct by any third parties further down the commercial chain, including by possible resellers, that would frustrate the purpose of sub-clause a. above.

**19.3.4** The Customer shall immediately inform NOVOMATIC, in writing of any problems in applying Section 19.3.1, Section 19.3.2, and/or Section 19.3.3, including any relevant activities by third parties that could frustrate the purpose of sub-clause a., above. The Customer shall make available to NOVOMATIC, in writing, information concerning compliance with the obligations under Section 19.3.1, Section 19.3.2, and/or Section 19.3.3 within two weeks of receipt of a written request for such information. Notwithstanding anything to the contrary in the Agreement, NOVOMATIC shall be entitled to share any information given to it by the Customer under this Section 19 with NAG, any entities within the group of companies to which NOVOMATIC belongs, and any other affiliates or business partners.

**19.4** The Customer's failure to comply in all respects with the requirements of this Section 19 shall constitute a material breach of the Agreement and shall entitle NOVOMATIC to immediately suspend or terminate the any and all Agreements. The Customer hereby indemnifies and holds NOVOMATIC harmless from any and all costs, liabilities, penalties, sanctions and fines related to non-compliance with applicable foreign trade laws, export and import laws and regulations.

## **20. Addresses for Legal Process and Notices**

**20.1** Notices given under the Agreement shall be made at such address as is set forth for the applicable Party in the Agreement or, if no such address is set forth, at the most recent address to which the delivering Party has most recently communicated with the receiving Party. Any Party





may, by notice to the other Party, change or update its notice address provided that such address is a valid and legally recognized address capable of receiving delivery, and further provided that such change shall become effective on the fifth (5<sup>th</sup>) business day from the deemed receipt of notice by the other Party. Any declarations, notifications or communication required or permitted to be given by the Customer under the Agreement shall be valid and effective only if made in a writing signed by a duly authorized representative of the Customer, Failure to comply with the provisions hereof shall render such notices invalid and of no legal effect.

## **20.2** Any notice to a Party:

**20.2.1** sent by courier service shall be deemed to have been received on the first (1<sup>st</sup>) business day following the date of such delivery by such courier service to such Party's then-current notice address (unless the contrary is proved);

**20.2.2** delivered by hand to a responsible person during ordinary business hours at such Party's then-current notice address shall be deemed to have been received on the day of delivery; or

**20.2.3** sent by facsimile transmission, e-mail or comparable means of communication to the e-mail address set forth in the Agreement as such Party's then-current notice facsimile address or notice e-mail address shall be deemed to have been received on the date of transmission, provided that a confirmatory copy is sent by express pre-paid post or prepaid airmail (or an equivalent service thereof) as appropriate to such Party at such Party's then-current notice address within twenty-four (24) hours after transmission (unless, in any event, the contrary is proved); provided, however, that in no event shall facsimile or e-mail transmission be an effective method for delivery of service of process, subpoena, or other legal notice.

**20.3** Notwithstanding anything in the Agreement to the contrary (with the exception of the foregoing provisions regarding legal notices), a written notice or communication actually received by a Party shall be an adequate written notice or communication to it notwithstanding that it was not sent to or delivered at its chosen domicile. Agreements which provide for deviation from such formal requirement shall be made in writing and signed by the Parties.

## **21. Force Majeure**

**21.1** In the event NOVOMATIC is unable to fulfill any obligations under the Agreement or otherwise as a result of or otherwise in connection with any cause or occurrence outside of or beyond NOVOMATIC's reasonable control (a "**Force Majeure**"), the delivery and shipment terms and/or timelines for performance agreed to between the Parties shall be extended by the duration of the Force Majeure, plus an appropriate time necessary for NOVOMATIC to resume normal operations. Without limiting the generality of the applicable definition, a Force Majeure shall include, without limitation, earthquake, lightning, frost, storm, floods, or other act of God, sabotage, mobilization, war, civil commotion, terrorism, insurgence, blockade, explosion, fire or other casualty, law or change of law, official intervention, seizure, sanction, exchange restrictions on international payments, restrictions on import, export and transit, transportation problems, pandemic, epidemic, quarantine, breakdown of operations, interruption of supply lines, condemnation, civil unrest, strike, work stoppage, shortage of materials, shortages of energy, and any other events which it would only be possible to prevent at disproportionately high or commercially unreasonable costs or with commercially unreasonable means.

**21.2** Regardless of whether a Force Majeure was the initial cause of, or arose during, a pre-existing delay in performance, NOVOMATIC shall not be held responsible for a Force Majeure or any



delay occurring during a Force Majeure or the time established herein to remedy such delays. NOVOMATIC shall notify the Customer as soon as possible of the start and expected end of any Force Majeure.

**21.3** If all delivery or shipment requirements of NOVOMATIC under the Agreement is delayed for more than six (6) months due to a Force Majeure, NOVOMATIC and the Customer shall each be entitled to terminate the Agreement without a further notice period; provided, however, that if prior to the end of such six (6) month delay, NOVOMATIC has delivered notice that it intends to resume its performance within a reasonable amount of time, the Customer shall not be entitled to terminate the Agreement unless NOVOMATIC has failed to perform past such identified date.

## **22. Applicable Law**

The Agreement (including these GTC) shall be governed by and construed in accordance with the laws of the State of Illinois, without giving effect to its conflict of law rules.

## **23. Dispute Resolution; Meet and Confer**

**23.1** The Parties agree that any dispute, controversy or claim arising out of, relating to or in connection with the Agreement, whether sounding in contract, tort, statutory law, common law, equity, or otherwise including, without limitation, any dispute regarding its validity or termination, or the performance or breach thereof, shall be finally submitted to confidential, non-public arbitration administered in accordance with the Commercial Rules of the American Arbitration Association in effect at the time of the arbitration, except as they may be modified herein or by agreement of the Parties.

**23.2** Except as the Parties may otherwise agree in writing, the place of arbitration shall be Cook County, Illinois and the proceedings shall be conducted in the English language. Except as the Parties may otherwise agree in writing, then there shall be one arbitrator selected by the Parties. In the event that the Parties cannot agree upon an arbitrator, then each Party shall select an arbitrator. The two arbitrators shall then select a third arbitrator who shall serve as the arbitrator for the dispute.

**23.3** The arbitral award shall be in writing, state the reasons for the award, and be final and binding on and inure to the benefit of the applicable Parties and their successors and permitted assignees. The award shall include an award of costs, including reasonable attorneys' fees and disbursements.

**23.4** Judgment upon the award may be entered into by any court having jurisdiction pursuant to Section 22. The arbitration provision set forth herein, any arbitration conducted thereunder, and the award shall be governed by the U.S. Federal Arbitration Act.

**23.5** A request for interim measures, including injunctive relief and prejudgment attachments or garnishments, by a Party to a court shall not be deemed incompatible with, or a waiver of, this agreement to arbitrate.

**23.6** The agreement to arbitrate disputes set out in this section shall be binding on and inure to the benefit of the Parties and their successors and permitted assignees.

## **24. Attorneys' Fees**

If NOVOMATIC is required to take any action to collect any sums or enforce any other rights under these GTC or the Agreement, whether or not litigation or arbitration is commenced,



NOVOMATIC shall be entitled to receive its attorneys' fees and any court costs or other such costs incurred in enforcing such rights, in addition to any other relief it may receive.

## **25. Other Provisions**

### **25.1 Confidentiality**

**25.1.1** The Customer shall maintain secrecy about the fact that the Agreement or any other contract has been entered into between the Parties, and shall treat all information from or about NOVOMATIC and NAG (the Confidential Information") with the strictest confidence and shall keep secret and shall not disclose to third parties or the general public the Confidential Information., Without limiting the foregoing definition, Confidential Information shall include, without limitation, the content and existence of the Agreement; product specific information; NOVOMATIC's and NAG's business; information relating to the finances, trade connections, customers, services, Goods and other products, processes, art work, inventions trade secrets and other Intellectual Property of NOVOMATIC or NAG (as applicable); and the Good's performance and the Customer's evaluation thereof, including any benchmarking..

**25.1.2** In advertising materials or reference lists, the Customer shall only refer to its contractual relationships with NOVOMATIC and/or NAG if NOVOMATIC and/or NAG (as applicable) has previously and specifically agreed thereto in writing. The Customer undertake to treat all commercial and technical details which are not publicly known and of which they obtain knowledge in the course of the contractual relationship with NOVOMATIC and/or NAG as a trade secret and Confidential Information. The Customer undertakes to do everything in its power to ensure that the Confidential Information is not disclosed and remains confidential and that the confidentiality restrictions of the Agreement are complied with by all of its employees, agents, subcontractors and professional advisors. The Customer shall be liable for any damage, including intangible damage, caused to NOVOMATIC and/or NAG resulting from a breach of the restrictions and obligations contained in this Section 25.1.

**25.1.3** Upon the termination of the Agreement, the Customer shall immediately cease to use NOVOMATIC's and/or NAG's confidential information, and shall destroy it or return to NOVOMATIC and/or NAG (as applicable) all copies and exchanged documents belonging to NOVOMATIC or NAG. Notwithstanding the foregoing, the Customer may keep one copy of the confidential information for archiving and legal defense purposes only.

### **25.2 No Waiver**

The failure by NOVOMATIC to enforce at any time any of the provisions of the Agreement, or to exercise any election or option provided herein, shall in no way be construed as a waiver of such provisions or options, nor in any way to affect the validity of this Agreement or any part thereof, or the right of NOVOMATIC thereafter to enforce each and every such provision.

### **25.3 Relationship to the Parties**

Nothing in the Agreement shall be construed so as to create any relationship of joint venture, partnership, employer/employee, agency or any similar relationship between the Parties.

### **25.4 Captions/Headings**

The captions, numbers, and headings of the various sections of the Agreement are included for convenience of reference only and do not in any way affect the meaning or interpretation of the substantive provisions hereof.



## **25.5 Termination**

The Agreement shall terminate immediately upon a directive of any Authority with jurisdiction over the Parties or this Agreement to terminate the Agreement or upon either Party receiving information from such Authority that a continued relationship under the Agreement may negatively impact the Party's good standing or its respective license(s). The Agreement shall automatically terminate in the event that either Party is no longer licensed and approved to conduct its respective business in accordance with the Agreement.

## **25.6 Agreement Conclusion**

**25.6.1** The Agreement between the Customer and NOVOMATIC shall be deemed executed when both Parties have duly signed the relevant Agreement.

**25.6.2** Unless NOVOMATIC expressly agrees in writing in accordance with the requirements contained herein, NOVOMATIC shall not be bound by any terms and conditions whether written, oral or otherwise, that vary from or are in addition to these GTC and/or the Agreement signed by the Parties, and such terms and conditions shall be null and void.

