

1. DEFINITIONS

In these conditions:

“**Agreement**” means the contract formed as a result of the Seller’s unconditional acceptance of the Order for the sale and purchase of the Goods and/or supply and acquisition of the Services; “**Conditions**” means the standard conditions of purchase set out in this document and (unless the context otherwise requires) includes any Special Conditions or any other conditions as may be agreed in writing between the Company and the Seller; “**Delivery Address**” means the site to which the Goods are to be delivered or installed or where the Services are to be performed as notified in the Order; “**EHS Laws**” means all applicable laws, statutes, regulations as published and amended from time to time, to the extent that they relate to the environment or health and safety of the person, including but not limited to the Registration, Evaluation, Authorisation & Restriction of Chemicals (REACH) 2007, Producer Responsibility (Packaging Waste) Regulations 2007, Waste Electrical and Electronic Equipment Regulations 2006, the Dodd Frank Wall Street Reform and Consumer Protection Act (i.e. section 1502, “conflict minerals”), and the Restriction of the Use of Certain Hazardous Substances (RoHS) in Electrical and Electronic Equipment Regulations 2008; “**Goods**” means the goods if any (including any installment of the Goods or any part of them) described in the Order; “**Intellectual Property Rights**” patents, trademarks, service marks, copyright, design rights and moral rights and all other rights of a similar or comparable nature or effect which may subsist in any part of the world now or in the future, whether registered or unregistered, together with any or all goodwill relating or attached thereto; “**Price**” means the price of the Goods and/or the charge for the Services; “**Order**” means a supplement written agreement including (amongst other things) the Special Conditions and Specification (as amended by the parties from time to time) or otherwise a purchase order to which these Conditions relate; “**Seller**” means the person so described in the Order; “**Services**” means the services (if any) described in the Order; “**Special Conditions**” any conditions as may be set out in the Order; “**Specification**” means any specification, standards, data, plans, drawings, models or other information relating to the Goods or Services; “**the Company**” means the company detailed on the Order being Inspired Gaming (UK) Limited or an affiliate Inspired Gaming (UK) Limited.

1.2 Any reference in these Conditions to a statute or a provision of a statute shall be construed as a reference to that statute or provision as amended, re-enacted or extended at the relevant time.

1.3 The headings in these Conditions are for convenience only and shall not affect its interpretation.

2. PURCHASE

2.1 The Order constitutes an offer by the Company to purchase the Goods and/or acquire the Services subject to these Conditions.

2.2 Unless otherwise agreed in writing, the Order must be unconditionally accepted by the Seller within 7 days of receipt, otherwise it will lapse. Acceptance will be by communication in writing or delivery of the Goods to the Delivery Address in accordance with the Order.

2.3 These Conditions shall apply to the Agreement to the exclusion of any other terms and conditions on which any quotation has been given to the Company or subject to which the Order is accepted or purported to be accepted by the Seller. Any forecasts or estimates issued by or on behalf of the Company shall be non-binding.

2.4 No variation to the Order, the Agreement or these Conditions shall be binding unless agreed in advance and recorded in Writing by duly authorised representatives of the Company and the Seller.

2.5 These Conditions shall supersede all previous arrangements or agreements (whether express or implied) entered into between the Company and the Seller relating to the Goods or Services. No terms and conditions, which may be customarily accepted or implied in the trade to which this order relates and/or the Seller’s own Conditions of Sale shall apply to the Order. In the event of any conflict between these Conditions and those contained within other documents pertaining to the Agreement, the following order of precedence shall apply (1) Order terms (2) these Conditions and (3) Other documents.

3. DELIVERY AND ACCEPTANCE

3.1 The Goods shall be delivered during the Company’s normal office hours to, and the Services performed at, the Delivery Address at the Seller’s cost and expense (unless otherwise specified in the Order), on the date or within the period specified in the Order. In the event of no delivery date being specified, delivery or performance shall be within a reasonable time of receipt of the Order (the “Due Date”). In the event that the Seller has not delivered the Goods or completed performance of the Services by the Due Date the Company reserves the right to avail itself of the remedies set out in Condition 5.12.

3.2 The Company shall be entitled to reject any Goods delivered or Services performed which are not substantially in accordance with the Agreement, and shall not be deemed to have accepted the Goods or Services (notwithstanding any prior payment therefore) until the Company has had a reasonable time to inspect them or the product of them following delivery or, if later, within a reasonable time after any latent defect in the Goods has become apparent.

3.3 If the Goods are to be delivered, or the Services are to be performed, by installments, the Agreement will be treated as a single agreement and not severable.

4. RISK AND PROPERTY

4.1 Risk of damage to or loss of the Goods shall pass to the Company upon acceptance of the Goods in accordance with the Agreement. Property and title in the Goods shall pass to the Company upon delivery or where payment is made prior to delivery, once payment has been made.

4.2 Services shall be performed and any product thereof shall be at the Seller’s risk until the Services are completed in accordance with the Agreement and accepted by the Company.

5. SPECIFICATION, QUALITY, SAFETY, PACKAGING AND ENVIRONMENT

5.1 The quality, quantity and description of the Goods and Services shall be specified in the Order and any applicable Specification supplied by, or agreed in writing by, the Company.

5.2 Unless otherwise agreed in writing, any Specification and other documents and materials (including without limitation tooling) supplied by the Company to the Seller, or produced by the Seller specifically for the Company in connection with the Agreement together with any Intellectual Property Rights arising from the purchase of Goods or the provision of the Services shall be the sole and exclusive property of the Company and the Seller hereby assigns all Intellectual Property Rights in the same to the Company. The Seller shall not disclose to any third party such Specification, documents, materials or Intellectual Property Rights except as required for the purpose of the Agreement, and shall return such Specification, documents and materials to the Company upon satisfactory completion of the Agreement or earlier upon termination of this Agreement (howsoever arising).

5.3 All Goods will be supplied with full instructions for their proper use, maintenance and repair and with any necessary warning notices clearly displayed.

5.4 The Seller agrees before delivery to furnish the Company in writing with a list by name and description of any harmful or potential harmful properties in the Goods supplied whether in use or otherwise and thereafter information concerning any changes in such properties or ingredients.

5.5 The Seller shall facilitate any request by the Company to inspect and test the Goods and/or any tooling during manufacture, processing or storage at the Seller’s or any third party’s premises prior to delivery.

5.6 If as a result of inspection or testing the Company is not satisfied that the Goods will comply in all respects with the Agreement, and the Company informs the Seller within 7 days of inspection or testing, the Seller shall take such steps as are necessary to ensure compliance.

5.7 The Seller warrants to the Company that the Goods will:

(a) be of satisfactory quality (within the meaning of the Sale of Goods Act 1979 as amended) and fit for any purpose which would be reasonably expected having regard to the nature of the Goods and the use intended by the Company or held out by the Seller or made known to the Seller at the time the Order is placed; (b) correspond with any relevant Specification, sample or description; and (c) comply with all EU, UK and other applicable statutory requirements, implied terms, regulations and codes of practice relating to the sale of goods generally and the Goods, including but not limited to all EHS Laws (and shall provide on written notice evidence of the same, if so required by the Company); and (d) any Goods supplied or installed under the Agreement shall be so formulated, designed, constructed, finished and packaged as to be safe and without risk to health.

5.8 The Seller will, at the Company’s sole discretion (but without prejudice other the Company’s other rights and remedies), promptly repair or replace any Good (or part thereof) where such Good demonstrates any non-conformity with the requirements of Condition 5.7 during the period of 24 months (or such other period as may be specified in the Order) following the date of acceptance of the Goods by the Company pursuant to Condition 3 at no additional cost to the Company.

5.9 The Seller warrants to the Company that the Services will be carried out with reasonable care and skill.

5.10 The Seller warrants that it has full capacity, power and authority to enter into, and perform fully in accordance with the terms of, the Agreement.

5.11 The Seller shall indemnify and keep indemnified the Company in full from and against all direct, indirect or consequential liability, loss, damages, injury, costs and expenses (including reasonable legal expenses) awarded against or incurred or paid by the Company as a result of or in connection with: (a) breach of any warranty given by the Seller in relation to the Goods; (b) any claim made against the Company in respect of any liability, loss, damage, cost or expense sustained by the Company’s employees or agents by any customer or third party to the extent that such liability, loss, damage, cost or expense was caused by, relates to or arises from the Goods or Services; or (c) any act or omission of the Seller of its employees, agents or sub-contractors in supplying, delivering and installing the Goods or providing the Services in accordance with the Agreement.

5.12 Without prejudice to any other right or remedy which the Company may have, if any Goods or Services are not supplied in accordance with or the Seller fails to comply with any of the terms of this Agreement the Company shall be entitled to at its sole discretion (whether or not any part of the Goods or Services have been accepted by the Company) to: (a) to cancel the Order; (b) to reject the Goods (in whole or in part) and return them to the Seller at the risk and cost of the Seller on the basis that a full refund for the Goods so returned shall be paid forthwith by the Seller; (c) to give the Seller the opportunity at the Seller’s expense to remedy any defect in the Goods or to supply replacement Goods or if appropriate to re-perform the Services; (d) to refuse to accept any further deliveries of the Goods or performance of the Services but without any liability to the Company; (e) to carry out at the Seller’s expense any work necessary to make the Goods or Services comply with the Agreement; (f) to claim such damages as may have been sustained in consequence of the Seller’s breaches of the Agreement (g) to recover from the Seller any expenditure reasonably incurred by the Company in obtaining the Goods or Services in substitution from another supplier; and (h) to terminate the Agreement immediately by notice in writing served on the Seller.

6. INTELLECTUAL PROPERTY RIGHTS

6.1 The Seller agrees to assign to the Company all right, title and interest in, and the Company shall have the sole right to apply for patent rights or any other formal protection in respect of, the Intellectual Property Rights in and relating to any Goods and Services, originated or developed specifically or principally for the Company as a result of and during the period of the Agreement or as otherwise specifically agreed between the parties. In all other cases, the Company shall have a worldwide, perpetual, non-exclusive, royalty free license to use any such Intellectual Property Rights.

6.2 The Seller warrants and represents that: (a) it is or will be the sole beneficial owner of the entire right, title and interest in, and to, any Intellectual Property Rights conceived, originated or made by the Seller's personnel as a result of the Agreement; (b) none of the works, Goods or Services provided under this Agreement to the Company nor their use by the Company shall breach or infringe nor cause the Company to breach or infringe the Intellectual Property Rights of any third party; (c) it will be free to assign such Intellectual Property Rights to the Company pursuant to this condition without any third party claim, liens, charges or encumbrances of any kind; (d) it waives, and shall obtain full and unconditional waiver from all relevant persons in relation to, all moral rights in respect of the Goods and any product of the Service.

6.3 The Seller agrees to indemnify the Company against any and all liability, loss, damage, costs claims and expenses which the Company may incur or suffer as a result of a breach by the Seller of the warranties set out in condition 6.2.

6.4 The Seller shall not use or display the Company's name, any brand or concept names or have marks without the express prior written consent of the Company. The Seller acknowledges the significant value to the Company of the other Intellectual Property Rights, brand image and reputation.

7. INSURANCE

7.1 The Seller shall at all times unless otherwise specified in an Order effect and maintain with a reputable insurer to the reasonable satisfaction of the Company at the Seller's own cost public liability insurance, product liability insurance, and employer's liability insurance each with a limit of indemnity of not less than £5 million for any one event and such other insurances as are required by law and the Seller shall upon request provide to the Company such evidence of Insurances as the Company may reasonably require.

8. PRICE AND PAYMENT

8.1 The Price of the Goods and the Services shall be as stated in the Order and, unless otherwise so stated, shall be a fixed price inclusive of all applicable duties, levies and taxes in force at the time of the making of the agreement including value added tax, which shall be payable by the Company subject to receipt of a VAT invoice, and inclusive of all costs and charges for packaging, carriage, insurance and delivery of the Goods to the Delivery Address.

8.2 Unless otherwise agreed in writing, the Company shall pay the Price of the Goods and the Services within 90 days after the date of receipt by the Company of the Seller's invoice or, if later, after acceptance of the Goods or Services in question by the Company.

8.3 If any sum payable under this Agreement is not paid when due then subject to prior written notification from the Seller to the Company of the same that sum will bear interest from the due date until payment is made in full both before and after any judgment, at 2 per cent per annum over Barclays Bank plc base rate from time to time. The parties agree that this condition 8.3 is a substantial remedy for late payment of any sum payable under this Agreement in accordance with section 8(2) Late Payment of Commercial Debts (Interest) Act 1998.

8.4 The Company shall be entitled to set off against the Price any sums owed by the Seller to the Company.

9. TERMINATION

9.1 Notwithstanding any period of this Agreement, either party (without prejudice to any other rights or remedies available to it) may by notice to the other terminate this Agreement immediately on the happening of any one of the following events:

(a) the other commits a material breach of this Agreement and (in the case of a breach capable of remedy) fails to remedy the same within 30 days after receipt of a written notice giving particulars of the breach and requiring it to be; or (b) the other is dissolved, becomes insolvent, fails or is unable or admits in writing its inability to pay its debts, institutes or has instituted against it proceedings seeking a judgment of insolvency or a petition for its winding up or bankruptcy; has a resolution passed for its winding up or administration; seeks or becomes the subject of the appointment of a receiver, manager, administrator, administrative receiver or similar official in respect of its assets; enters into any arrangement or composition with its creditors; ceases or threatens to cease to carry on any significant part of its business.

9.2 Termination of this Agreement shall not affect the rights and liabilities of either party subsisting at the date of termination.

10. SITE SAFETY

10.1 When the Seller is carrying out any installation, commissioning, repair, servicing or other works in relation to the Goods or is performing the Services at any Delivery Address the Seller shall observe, and shall ensure that its employees, agents, sub-contractors and any other persons under its control observe and comply with the Company's then current safety and other regulations. It shall be the Seller's obligation to require and obtain details of all such relevant regulations and to make the same known to its employees, agents, sub-contractors and other persons under its control.

11. ETHICS AND ANTI-BRIBERY

11.1 The Seller shall not knowingly or intentionally act or make any omission or otherwise do anything which in Company's reasonable opinion: (a) causes (or is likely to cause) damage to and/or prejudice Company's good name and/or reputation; and/or (b) adversely affects (or is likely to adversely affect) the Company's regulatory or other licences and/or its ability to obtain and/or retain the same. The Seller shall adhere to the Company's Code of Ethics at <https://investors.inseinc.com/governance-documents>.

11.2 The Seller shall not (directly or indirectly) pay, offer, give or promise to pay or authorise the payment of, any portion of the compensation or reimbursements received hereunder or any other monies or other things of value to an officer or employee of a government or any department, agency, or instrumentality or public international organisation; any political party or official thereof; any candidate for political office; any sub-contractor or supplier, any Company's partner, or any other person at the suggestion, request or direction or for the benefit of any of the above-described persons and entities for purposes of influencing official actions or decisions or securing any improper advantage in order to obtain or retain business, or engage in acts or transactions otherwise in violation of any applicable anti-bribery legislation, including the OECD Convention on Combating Bribery in International Business Transactions (as amended from time to time), and equivalent local laws, including the Foreign Corrupt Practices Act of the United States, the Bribery Act 2010 of the UK and similar multilateral anti-bribery agreements.

12. GENERAL

12.1 The Order is personal to the Seller and the Company and neither party shall assign or transfer or purport to assign or transfer to any other person any of its rights or sub-contract any of its obligations under the Agreement.

12.2 No waiver by either party of any breach of the Agreement by the other party shall be considered as a waiver of any subsequent breach or delay of the same or any other provision. No delay by either party in exercising any right or remedy shall constitute a waiver or estoppel, unless expressly stated in writing signed by an authorised signatory of the first party.

12.3 If one party's business is suspended, interrupted or restricted as a result of any fire, explosion, flood, accident, act of terrorism, intervention of government or other authority or any cause beyond such party's reasonable control, such Party shall not be in breach of the Agreement provided always that either the Company or the Seller shall be entitled by giving notice in writing to the other to terminate the Agreement without prejudice to any accrued rights of either party in the event that such period of suspension, interruption or restriction continues for six weeks or more.

12.4 If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected thereby.

12.5 If the sale and purchase of the Goods and/or Services requires the Company to have any permit or licence from any government or authority, the Order shall be conditional upon such permit or licence being obtained at the relevant time.

12.6 Neither party will without the prior written consent of the other party advertise or publicise in any way the fact that any Agreement exists between the Seller and the Company. Each party will keep confidential any information received from the other party which is marked as confidential or which could reasonably be assumed to be confidential and to restrict such information only to those persons with a need to know for the purposes of carrying out the Agreement. The Seller shall keep confidential any Specifications, tooling, documents and materials which belong to the Company and shall procure that they are not disclosed to any third party.

12.7 Any notice required or permitted to be given by either party to the other under these conditions shall be in writing addressed to that other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.

12.8 The parties hereby acknowledge and agree that the Company may purchase goods and services for itself and on behalf of any companies in the Inspired Gaming group of companies from time to time) and such group companies shall be entitled to benefit from the terms of an Agreement and enforce its terms against the Seller.

13. RIGHTS CUMULATIVE AND OTHER MATTERS

13.1 The rights, powers, privileges and remedies provided under any provision of this Agreement are cumulative and are not exclusive of any rights, powers, privileges or remedies provided under any other provision of this Agreement or by applicable Law or otherwise.

13.2 No failure to exercise nor any delay in exercising by any party to this Agreement of any right, power, privilege or remedy under this Agreement shall impair or operate as a waiver thereof in whole or in part.

13.3 No single or partial exercise of any right, power, privilege or remedy under this Agreement shall prevent any further or other exercise thereof or the exercise of any other right, power, privilege or remedy.

14. FURTHER ASSURANCES

At any time after the date hereof each of the parties shall, at the request and cost of the requesting party, execute or procure the execution of such documents and do or procure the doing of such acts and things as the party so requiring may reasonably require for the purpose of giving to the party so requiring the full benefit of all the provisions of this Agreement.

15. INVALIDITY

If any provision of this Agreement shall be held to be illegal, void, invalid or unenforceable under the applicable laws of any jurisdiction, the legality, validity and enforceability of the remainder of this Agreement in that jurisdiction shall not be affected, and the legality, validity and enforceability of the whole of this Agreement in any other jurisdiction shall not be affected.

16. COSTS

Subject to any express provisions to the contrary, each party to this Agreement shall pay its own costs of and incidental to the negotiation, preparation, execution and carrying into effect of this Agreement.

17. RELATIONSHIP OF THE PARTIES

17.1 Nothing in this Agreement shall constitute, or be deemed to constitute, a partnership between the parties nor, subject to any express provisions to the contrary, shall it constitute, or be deemed to constitute, any party the agent of any other party for any purpose.

17.2 Subject to any express provisions to the contrary, neither party shall have any right or authority to and shall not do any act, enter into any contract, make any representation, give any warranty, incur any liability, assume any obligation, whether express or implied, of any kind on behalf of the other party or bind the other party in any way.

18. THIRD PARTY RIGHTS

No person who is not a party to this Agreement shall have any rights under the Contracts (Rights of Third Parties) Act 1999 or other analogous law to enforce any term of this Agreement.

19. LAW/DISPUTE RESOLUTION

19.1 This Agreement shall be subject to English law and the exclusive jurisdiction of the English courts.

19.2 At the first instance the parties will use reasonable endeavours and act in good faith to resolve any disputes or claims that may arise in connection with this Agreement. In the event that the matter is not resolved within 14 days of being notified by one party to the other the matter shall be referred to the Purchasing Director or its equivalent of each party for resolution.

19.3 If the negotiations referred to in condition 19.2 should fail to resolve the dispute within 28 days the matter shall be referred to the Finance Directors of both parties.

19.4 In the event that any dispute is not resolved within 28 days of referral through the Finance Directors in accordance with condition 19.3 above then either party may seek legal redress through the exclusive jurisdiction of the English courts. Neither party shall be prevented, by the inclusion of this condition, from applying at any time to the English courts for such interim or conservatory measures (including but not limited to injunctive relief or measures relating to the preservation of property) as may be considered appropriate.