GATEWAY
CASINOS & ENTERTAINMENT LIMITED

GATEWAY CASINOS & ENTERTAINMENT LIMITED
GENERAL TERMS AND CONDITIONS

1. **Context.** In this purchase order, "**purchase order**" means this purchase order in each case as the same may be supplemented, amended, restated or replaced from time to time, including the terms and conditions set forth in this purchase order, "**Gateway**" means Gateway Casinos & Entertainment Limited or any subsidiary or affiliate thereof (as such terms are defined in the *Business Corporations Act* (Ontario)), as identified on the face page of this purchase order as the "Purchaser, "**OLG**" means the Ontario Lottery and Gaming Corporation, "**goods**" means the goods to be provided by the vendor as contemplated in this purchase order, "**services**" means the services to be provided by the vendor as contemplated in this purchase order, and "**vendor**" means the party identified on the face page of this purchase order as the "Vendor".

2. **Acceptance.** Acceptance of this purchase order, or any part of it, is subject to the terms and conditions set forth in this purchase order, and any other terms and conditions incorporated by reference or appended to this purchase order. This purchase order becomes a contract upon (a) receipt by Gateway of the acknowledgement in writing of acceptance by the vendor of this purchase order, or (b) commencement by vendor of the provision of the goods or services as called for herein. Any acknowledgements which state terms additional to, or different from those set forth in this purchase order will not be effective unless such terms are agreed upon in writing by Gateway. The vendor agrees that this purchase order contains the complete and exclusive statement of the terms of and constitutes the entire agreement between the vendor and Gateway relating to the subject matter contemplated herein and no other agreement, understanding or proposal which modifies or changes any term or condition of this purchase order shall be binding unless it has been reduced to writing and accepted by Gateway. Gateway may insist upon strict compliance with these terms and conditions despite any previous custom, practice or course of dealing to the contrary. Notwithstanding anything contained or implied in any invoices or other documentation of the parties, these terms and conditions shall govern all purchase orders that are issued by Gateway to the vendor.

3. **Compliance with Applicable Law and Policies**. Vendor shall be responsible for obtaining all necessary permits, licenses, approvals, consents and authorizations (the "**Permits**") required by Applicable Law (as defined below) for providing the goods and services under the Contract, and shall comply with: (i) the Ontario Lottery and Gaming Corporation – Gaming Policies prescribed by the **OLG** and any applicable mandatory operating procedures in effect as of the date of the Contract, together with all additional policies and procedures, and all amendments thereto, prescribed by OLG from time to time (the **OLG Policies**"); (ii) any policies and procedures provided by Gateway (the "**Gateway Policies**" and, together with the OLG Policies, the "**Policies**") and (iii) any domestic or foreign statute, law, treaty, code, ordinance, rule, regulation, restriction or by-law (zoning or otherwise), including but not limited to the Gaming Control Act, 1992 (Ontario) (the "**Act**"), the Alcohol and Gaming Regulation and Public Protection Act, 1996 (Ontario) and the Ontario Lottery and Gaming Corporation Act, 1999 (Ontario), along with all administrative policies, guidelines and directives adopted by the Alcohol and Gaming Commission of Ontario (the "**AGCO**") thereunder and all applicable regulations and conditions in connection with the Permits (collectively, "**Applicable Law**"). Vendor represents and warrants that: (a) it is registered, licensed, approved, and otherwise qualified and competent to perform the requirements of the Contract in accordance with and as required by the Contract, Applicable Law and the Policies; and (b) it has obtained all the Permits and is not in default or breach under such Permits and there exists no circumstances or fact that, individually or together with any other existing circumstance or fact, could reasonably be expected to result in a default under, breach, revocation or limitation of such Permits.

4. **Compliance with AGCO Registration Requirements.** Vendor acknowledges and agrees that, pursuant to the Act and during its provision of the goods and services as contemplated in this purchase order (the "**Term**"), it is required to either (a) be registered and maintain the applicable registration (or where applicable, exemption) granted to it by the AGCO under the Act; (b) satisfy the Gateway due diligence assessment for Non-gaming Related Suppliers (the "**DDA**"); or (c) be exempt from registration pursuant to the Act. Vendor agrees that it shall, immediately upon signing of this purchase order, provide Gateway with evidence satisfactory to Gateway that the vendor is either registered, has satisfied the DDA, or is exempt from registration. If vendor has completed the DDA then vendor shall provide to Gateway, no later than May 1 of each year, the total value of non- gaming related goods and services (exclusive of applicable taxes) the vendor anticipates selling to Gateway, OLG, and/or gaming operators in Ontario during the next 12 month period (April 1 to March 31) and, if such value will exceed $650,000 then vendor shall be obligated to register with AGCO; and (ii) not make or permit any change in any of the information provided as part of the DDA without the prior written consent of Gateway. If vendor fails to comply with its obligations under this section, the Act, or any requirement of the AGCO then: (a) Gateway may terminate this purchase order at any time without penalty or other liability to the vendor; (b) Gateway shall not be obligated to make any payment to vendor under this purchase order; (c) vendor shall continue to be obligated to provide the goods and services under this purchase order; and (d) Gateway shall maintain its right to exercise any other right or remedy available to it under this purchase order or otherwise at law. Notwithstanding any other provision of this purchase order, where goods and services require approval of the AGCO under the Act or otherwise, no payments shall be made to a vendor unless the goods and/or services have been approved by the AGCO so that the use of the goods and services by or on behalf of Gateway is permitted by the AGCO and otherwise legal in Ontario. The vendor will have no recourse of any kind if non-payment by Gateway is due to the fact that the goods and services are not approved by the AGCO.

5. **Price & Terms of Payment.** The rates set out on the invoice must not differ from the rates on this purchase order, which, unless otherwise expressly set forth in this purchase order, are understood to be inclusive of the price of all goods and services specified on this purchase order as well as all transportation costs, license fees and export or import related duties, tariffs, taxes or fees that may be required for the vendor to deliver the goods to the delivery point specified in this purchase order. Unless expressly set forth in the purchaser order or authorized in writing by a purchase order change order, no extra charges or fees will be allowed over the price shown on this purchase order. No extra charges or fees will be allowed for packing, reels, boxes, crating or cartage unless so specified on this purchase order. Unless otherwise agreed upon by Gateway and the vendor, acting reasonably, any discrepancy in pricing and/or miscellaneous charges must be communicated in writing, to the Gateway Procurement Department prior to shipment. Terms of payments are as specified in this purchase order. The time period allowed for payment, as specified herein, shall commence upon receipt of vendor's invoice or upon receipt of the goods or completion of the services, as applicable, whichever is later.

6. **Shipment and Inspection.** If goods are not shipped to and received by Gateway at the destination as specified on this purchase order, the vendor accepts that the goods may be returned and the order cancelled. Gateway shall have the right to inspect and reject any or all of the goods upon within twenty-four (24) hours of receipt, which shall be exercisable notwithstanding Gateway having paid for the goods. Inspection by Gateway shall not relieve the vendor from its responsibility of furnishing material strictly in accordance with specification. Goods not in accordance with specifications or defective goods may be returned to the vendor for full refund and replacement at the vendor's risk and expense, including transportation charges and any applicable duties, tariffs, taxes or fees both ways (unless otherwise expressly set forth in this purchase order), but no goods shall be replaced without a formal replacement order signed by Gateway. Gateway shall not, by reason of its failure to inspect the goods, be deemed to have accepted any defective goods or goods which do not conform to the specifications thereof, or to have waived any of Gateway's rights or remedies arising by virtue of such defect or non-conformance. When Gateway's inspection at vendor's location is specified before shipment, the vendor will promptly notify Gateway when material is ready for inspection, and in no case will the vendor ship the material without obtaining Gateway's approval or release. Where the vendor fails to deliver the goods or services on or before the delivery date set out in this purchase order, Gateway may cancel this purchase order or any part of it without prejudice to its other rights, and may return, at the vendor's expense, part or all of any shipment of material(s) received prior to or after the delivery date, and irrespective of whether this order is cancelled, Gateway may charge the vendor with any loss or expense sustained as a result of the later delivery or failure to deliver. Packing slips must accompany all shipments.

7. **Delivery Of Goods and Services.** This purchase order's number must appear on all packing slips, invoices, packages, shipping cases, bills of lading, express receipts, acknowledgements and correspondence. All invoices must be sent directly to the attention of: Gateway Casinos & Entertainment Limited, Accounts Payable Department.

8. **Costs; Risk of Loss.** Notwithstanding any provision hereof to the contrary, title to, and risk of loss of, the goods shall remain with the vendor until the goods are delivered to the destination specified in this purchase order, or if no such point is specified, then, when the goods are delivered to Gateway. Unless otherwise set out in this purchase order, in addition to bearing the cost and freight necessary to transport the goods to the named destination, the vendor must purchase cargo insurance against Gateway for risk of loss and/or damage to goods in transit. Title to the goods shall transfer from the vendor to Gateway at the named point of delivery. Unless otherwise expressly set forth in this purchase order, the vendor shall carry out and pay for all customs clearance formalities required for the export or import of the goods into or out of any country to deliver the goods to the named point of delivery, including but not limited to Canada if the point of delivery is an address in Canada, and bear the cost of any and all associated duties, tariffs, taxes or fees. If a purchase order references an INCOterm®, the corresponding shipping terms as published by the International Chamber of Commerce shall apply in relation to that order, but in the event of any inconsistency between the INCOterms® and the provisions of these General Terms & Conditions, the provisions of these General Terms & Conditions shall prevail.

9. **Confidentiality.** For the purposes of this purchase order, "**Confidential Information**" includes any and all information of Gateway or its business partners (including OLG) that has been or may hereafter be disclosed in any form, whether in writing, orally, electronically or otherwise, or otherwise made available by observation, inspection or otherwise by Gateway or its representatives (collectively, a "**Disclosing Party**") to the vendor or its representatives (collectively, a "**Receiving Party**") or that has been jointly or cooperatively developed by the parties in connection with the performance of their respective obligations under this purchase order, including: business and financial information; "**Intellectual Property**", (meaning all trade names, brand names, business names, trade-marks (including logos), trade-mark registrations and applications, works, service marks, service mark registrations and applications, trade dress rights, copyrights, copyright registrations and applications, inventions, issued patents and pending applications and other patent rights, industrial designs, industrial design registrations and applications and other industrial design rights, integrated circuit topographies, mask works, rights to use Internet domain names and URLs, trade secrets, know-how, policies, equipment and parts lists and descriptions, instruction manuals, inventions, inventors' notes, research data, unpatented blue prints, drawings and designs, paintings, digital illustrations, photographs, formulae, processes,

technology, software and all source and object code versions thereof and all related documentation, all data bases, flow charts, service/operator manuals, internal control manuals and any enhancements, modifications or substitutions thereof and other intellectual property, together with all rights under licenses, registered user agreements, technology transfer agreements and other agreements or licenses or instruments relating to any of the foregoing); ideas; trade secrets; the material covered by this purchase order; and notes, analysis and studies. Confidential Information shall not include information that (a) is now or subsequently falls within the public domain without a breach by the Receiving Party of any obligation owed to the Disclosing Party; (b) became known to the Receiving Party prior to disclosure by Disclosing Party and such prior knowledge can be established; or (c) became known to the Receiving Party from a third party without breach of a confidentiality obligation. Subject to Section 10, any Confidential Information disclosed pursuant to this purchase order shall be retained in confidence by the Receiving Party, disclosed only to employees of the Receiving Party and any permitted subcontractor engaged by vendor to provide or assist with the provision of the goods and services, in each case with a need to know, and used solely for the purposes of carrying out the purposes of this purchase order. Notwithstanding the foregoing, the Receiving Party shall not be restricted from disclosing the Disclosing Party's Confidential Information solely as may be compelled pursuant to any law, regulation or judicial or governmental order, provided that any such disclosure shall be limited to the extent of the legal requirement and the Receiving Party shall promptly notify the Disclosing Party and cooperate with Disclosing Party, at the Disclosing Party's expense, so that it may provide comment to the Receiving Party or intervene and object to such disclosure or seek a protective order or other appropriate protection. Upon request by Disclosing Party, Receiving Party shall provide reports and confirmations about the physical and logical controls that vendor is using to keep Confidential Information secure, which controls shall not be changed without Disclosing Party's consent thereafter, and shall add such additional physical and logical controls as reasonably required by Disclosing Party from time to time. Disclosing Party may, at its sole discretion, require that Receiving Party's employees and subcontractors execute and deliver to Disclosing Party, a confidentiality agreement. Vendor agrees that a breach of such confidentiality agreement by any employee or subcontractor shall constitute a breach of this purchase order by vendor. Upon expiry or termination of this purchase order, the Receiving Party shall return or destroy all Confidential Information of the Disclosing Party, as directed by the Disclosing Party, except as may be required by the Receiving Party to exercise its rights under this purchase order. An officer of the Receiving Party shall certify such return or destruction. Confidential Information is to be securely wiped from any and all computers of Receiving Party, its employees and subcontractors in such a way as to render the data unrecoverable. Receiving Party will confirm the mechanisms and procedures that will be employed to ensure that Confidential Information cannot be recovered or restored once the engagement is completed. Such process must be approved by Disclosing Party in writing in advance. This Section 9 will survive any termination or expiration of this purchase order.

10. **FIPPA and Privacy.** Vendor hereby acknowledges that: (a) pursuant to the "**Operating Agreement**" (meaning any one or more casino operating and services agreement(s) entered into between Gateway and the OLG from time to time which govern any casino location in respect of which the goods and services are being provided), Gateway and OLG are subject to the *Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. F.31 ("**FIPPA**") and FIPPA applies to and governs all records, and it may receive "**RPI**" (meaning records of OLG or Gateway, personal information, and information about identifiable individuals that is obtained by the vendor from Gateway or OLG or during provision of the goods and services) in order to carry out its obligations under this purchase order; (b) the privacy provisions of FIPPA governing the collection, retention, use, disclosure and security of RPI continue to apply while this purchase order is in effect and thereafter; (c) all records provided by Gateway to vendor shall be and remain the property, and remain under the control, of Gateway, and shall be delivered to Gateway by vendor as directed by Gateway; (d) all records containing RPI that are created or maintained in the course of providing the goods and services pursuant to this purchase order shall be and remain the property of Gateway; and (e) all records shall be returned to Gateway at the end of the Term, or sooner if required by Gateway. Gateway shall not be liable in any way whatsoever to vendor or any of vendor's employees, contractors, agents, subcontractors or representatives if their information is disclosed based on an order or decision of the Information and Privacy Commissioner or otherwise as required under applicable law. Vendor agrees: (a) to keep all records, files, documents, and other materials containing RPI secure, including ensuring its computer security is adequate to protect RPI against unauthorized access and disclosure; (b) not to directly or indirectly collect, use, disclose or destroy any RPI for any purposes not directly related to the performance of its obligations under this purchase order; (c) to restrict access to RPI to those of its employees or subcontractors who have a need to know it for the purposes of providing the goods and services hereunder; (d) that any records or information supplied to Gateway may be disclosed by Gateway where it is obligated to do so by a governmental authority to the extent that such governmental authority has or performs legislative, judicial, regulatory, administrative or other functions within its jurisdiction; (e) not to use RPI for its own purposes and to notify Gateway of any breach or potential breach of this purchase order relating to RPI (f) to ensure that its collection, use, disclosure, retention and/or disposal of RPI is consistent with Part III of FIPPA; (g) to cooperate with OLG and Gateway in responding to freedom of information requests relating to RPI pursuant to Part II of FIPPA; (h) to cooperate with OLG and Gateway in responding to requests from individuals for access to RPI as it relates to them; (i) to retain for such periods of time and to dispose of RPI as and when prescribed by OLG or Gateway; (j) and not to match or otherwise link or associate RPI collected in providing the goods and services with RPI obtained from other sources. Vendor represents, warrants and covenants that: (a) no RPI will be held, stored, located or transferred outside of Ontario; and (b) any and all RPI disclosed to it hereunder, and whether disclosed or stored in any form or medium, including physical hardcopy format or on computer databases, will be stored and processed in Ontario only. The vendor shall not subcontract, assign or delegate to any third party its obligations in respect of the protection of RPI without prior written approval of Gateway. The privacy provisions of FIPPA and this Section 10 supersede Section 9 of this purchase order with respect to the collection, retention, use and disclosure of RPI. In the event of any inconsistency between the terms of this purchase order relating to Confidential Information and the terms relating to RPI, the terms relating to RPI shall prevail. Gateway shall be entitled to audit or inspect the vendor's compliance with the obligations under this section. This Section 10 will survive any termination or expiration of this purchase order.

11. **Representations and Warranties:** The vendor represents and warrants to Gateway as follows (and acknowledges that Gateway is relying upon these representations and warranties which shall survive all inspections and acceptance in connection with the services or goods contemplated by this purchase order): (a) vendor has duly authorized, executed and delivered this purchase order; (b) vendor is an entity duly constituted and validly subsisting under the laws of its jurisdiction of incorporation; (c) there are no known claims pending, threatened or anticipated and there is no litigation or proceeding that would have a material adverse effect on the ability of vendor to complete the services; (d) all goods or services covered by this purchase order and the delivery and provision of the same comply with applicable federal, provincial and municipal laws, regulations, by-laws, orders, directions and policies including those affecting the production, processing, packaging, labelling, contents, adulteration or shipment of food products in Canada and the United States of America from time to time. Without restricting the generality of the foregoing, such goods or services are not adulterated or misbranded within the meaning of applicable law (including, without limitation, the *Food and Drug Act* (Canada) and the *Safe Food for Canadians Act* (Canada)), and not an article which may not be introduced into inter-provincial or international trade; (e) the goods furnished or services provided under this purchase order do not infringe any patent, trademark, trade name, copyright or other Intellectual Property rights of a third party; and (f) the vendor has good and marketable title to the goods, free and clear of all mortgages, liens, charges, pledges, security interests, encumbrances or other claims whatsoever.

12. **Services Warranties.** Without limiting any other representations or warranties applicable to the goods or services, the goods covered by, and all services rendered under this purchase order shall have a warranty period of one year from the date of delivery or completion, as applicable (the "**Warranty Period**"). Vendor represents and warrants that all services shall be properly performed in a good and workmanlike manner and be free from any defect or deficiency for the duration of the Warranty Period. If Gateway believes that there is a breach of the warranties set forth herein regarding the services, Gateway will notify vendor, in writing, setting out the nature of such breach. Vendor shall promptly investigate such breach, and shall advise Gateway, within ten (10) business days of receipt of Gateway's written notification of the breach, of vendor's planned corrective action. Vendor shall provide additional services or take such other action as required to correct any such breach of representation or warranty within a further period of twenty (20) business days, at no additional cost to Gateway. If vendor is unable to correct any such breach within the foregoing thirty (30) business day period following notice of such breach, then Gateway may, in Gateway's sole discretion: (i) be released from its obligation to pay vendor for the services to the extent affected by such breach; (ii) receive, at Gateway's option, a refund or credit of fees paid to vendor with respect to the services to the extent affected by such breach; or (iii) terminate this purchase order immediately upon notice to vendor, and Gateway shall thereupon be relieved from all liability hereunder.

13. **Goods Warranties.** Without limiting any other representations or warranties applicable to the goods or services, vendor represents and warrants to Gateway that (a) the goods covered by this purchase order shall be of good material and workmanship and free from defects in material, design and workmanship, shall be of good and merchantable quality, shall conform to all applicable plans, specifications, requirements and samples and shall be suitable for the purpose of use intended by Gateway; and (b) vendor has obtained any and all rights, permits, licenses and third party consents required in connection with the sale and use of the goods purchased by Gateway. During the Warranty Period, vendor shall repair or replace all or part of any goods which is determined by Gateway, in its sole discretion, to be in breach of the warranties set forth herein regarding the goods, and vendor is solely responsible for paying all costs associated with such repair or replacement including, without limitation, all costs for any required parts, labour, shipping, materials and design. Goods returned during the Warranty Period for repair or replacement shall be repaired or replaced by vendor and returned to Gateway within five business days, and vendor is solely responsible for paying the associated shipping and packaging costs of such repair or replacement. Any such repaired or replaced goods shall be subject to the acceptance process in Section 6, and the Warranty Period shall recommence from the date of acceptance of such repaired or replaced goods. In the event vendor is unable to repair or replace the defective goods within such turnaround time, Gateway may, (i) at vendor's sole cost, return such defective goods to vendor and vendor shall refund Gateway in full for the defective goods and any other related costs or (ii) terminate this purchase order immediately upon notice to the vendor, and Gateway shall thereupon be relieved of all liability hereunder.

14. **Insurance.** Except as otherwise agreed by Gateway in writing, Vendor shall maintain the following insurance: (a) comprehensive general liability insurance in an amount of not less than five million ($5,000,000) for any one occurrence for bodily injury, property damage, death or products and completed operations. (b) automobile liability insurance in respect of all licensed vehicles with limits of not less than five million ($5,000,000) inclusive per occurrence for bodily injury, death and damage to property, covering all licensed vehicles owned or leased by vendor; (c) eight million ($8,000,000) OPCF 6c Public Passenger Vehicle Liability if applicable; (d) insurance that covers all vehicles owned leased or hired in the performance of services and for its own property used; (e) insurance for its property on a replacement cost basis,

including a provision of a waiver of subrogation against Gateway; and (e) if the Service includes professional services or advice including engineering or design, professional liability insurance covering Gateway in respect of any negligent acts, errors or omissions in the Services with a limit of not less than five million $5,000,000. Vendor shall provide evidence of the above insurance coverage to Gateway upon request. Unless otherwise agreed by Gateway in writing, each such policy shall include Gateway as an additional insured listed as: "Gateway Casinos & Entertainment Limited a/o GTWY Holding Limited a/o it's wholly or majority owned subsidiaries and any interest which may now exist or hereinafter be created or acquired which are owned, controlled or operated by any one or more of those named insureds" and shall include a cross-liability/severability of interests clause, contractual liability and, if applicable, owners' and contractors' protective coverage.

15. **Vendor Employees.** Vendor shall be solely responsible for its employees, including ensuring that, at the vendor's expense all required employer filings, contributions, deductions, and payments are made or remitted, as the case may be, with respect to applicable employer health taxes and under applicable laws. Without limiting the generality of the foregoing, vendor covenants, represents and warrants that vendor has obtained and will maintain any health, medical, disability or similar insurance that vendor deems advisable, but in any event no less than that amount of insurance as would be customary, prudent and reasonable in vendor's industry. Vendor acknowledges that Gateway will not be providing any health, medical, disability or similar benefits as an incident of vendor's engagement hereunder. Vendor shall be solely responsible for and shall ensure that it recruits, interviews, hires, engages, retains, trains, supervises, manages, controls, directs, compensates, disciplines, terminates and otherwise administers all of its personnel hired, retained, engaged or assigned to perform the services or provide the goods, in all cases, in compliance with this purchase order, Applicable Laws and Policies. Vendor further agrees to maintain, at the vendor's expense, for its employees, unemployment insurance covering its operations in all of Gateway's facilities where services will be performed. The vendor further agrees to require its subcontractors, agents and representatives to maintain, unemployment insurance covering its operations in all of Gateway's facilities where services will be performed. Vendor shall indemnify, defend and hold harmless Gateway Indemnitees from all Losses and Claims (as defined in section 19 of this purchase order), arising from any health, medical, disability or similar claims which vendor or any of vendor's officers, directors, employees, contractors, representatives or agents may have during or after vendor's engagement hereunder. Vendor further agrees that it shall not permit any of its personnel (or any personnel of vendor's subcontractors, agents or representatives) to perform work on Gateway's premises if such personnel are banned or trespassed from any gaming facilities in Ontario.

16. **Workers' Compensation.** When work is performed hereunder on Gateway's premises by the vendor's employees, the vendor acknowledges and agrees that it is the employer of such employees for the purpose of the Workplace Safety and Insurance Act (Ontario), as amended, and for all other purposes and the vendor agrees that it shall comply with the provisions of the Workplace Safety and Insurance Act (Ontario), as the case may be, in relation thereto. The vendor also covenants and agrees to maintain at the vendor's expense such Public Liability, Property Damage, Employer's Liability and Compensation insurance as will protect Gateway from the aforesaid risks and claims under any applicable Workplace Safety and Insurance Act (Ontario) and Occupational Disease Acts. The vendor agrees to submit certificates of insurance evidencing its insurance coverage when requested by Gateway and the vendor further agrees to increase the limits of its coverage when in Gateway's opinion existing coverage is not adequate.

17. **Independent Contractor.** Vendor shall perform its obligations under this Agreement as an independent contractor and not as an employee or agent of Gateway, notwithstanding the issuance of any specific authorization or direction. Vendor shall have no power or authority to bind Gateway or to assume or create any obligation, express or implied, on Gateway's behalf, nor shall Vendor represent that Vendor has such power or authority. Vendor is authorized to enter into any commitment or contract in connection with this Agreement only in its own name and under which Vendor is solely liable, financially or otherwise.

18. **Intellectual Property and Ownership of Work Product.** Gateway shall own all right, title and interest in and to all "**Work Product**" (meaning all Intellectual Property that arises or is developed in providing the goods and services, whether independently or jointly by the parties, or is otherwise created pursuant to this purchase order and regardless of whether identified in this purchase order, and includes any enhancements or modifications made to any Intellectual Property of Gateway, or any Intellectual Property licensed by a third party to Gateway, that is conceived, created, or developed prior to, or independent of any goods or services provided under this purchase order ("**Gateway Background IP**"), whether or not made by vendor or Gateway during the course of providing the goods and services, but excludes Intellectual Property that vendor uses in providing the goods and services and that vendor can show was developed independently of this purchase order ("**Vendor Background IP**")). The parties intend that the Work Product shall be considered work-for-hire to the extent they qualify under applicable law. To the extent that all rights in the Work Product do not automatically vest in Gateway, vendor hereby assigns to Gateway all of its right, title and interest in and to all Work Product, including, without limitation, all Intellectual Property therein. Vendor shall ensure that any individuals supplied to provide the goods and services have entered into appropriate agreements to give effect to the rights and obligations herein, including, without limitation, assignment of Intellectual Property and waivers of author's moral rights, if any, in the Work Product. Further, Gateway may, in Gateway's sole discretion and without the consent of vendor, disclose for any purpose, to any third party, the Work Product in the original, complete and unaltered form provided by vendor with all restrictive legends and disclaimers intact. Gateway Background IP shall remain the exclusive property of Gateway. Nothing in this purchase order shall be construed as granting any license or other right in Gateway Background IP to vendor, except as may be expressly set forth herein. Vendor owns all right, title and interest in and to the Vendor Background IP, except that, to the extent that there is any embedded or integrated Vendor Background IP in the Work Product ("**Embedded Vendor IP**"), or to the extent that use of the Work Product would infringe any rights in the Vendor Background IP, vendor hereby grants to Gateway an irrevocable, perpetual, world-wide, non-exclusive, paid-up license, with the right to sub-license, make, use, sell, reproduce and otherwise use such vendor Background IP to the extent necessary to permit Gateway to fully exploit the Work Product (for certainty, such license shall not expire or terminate upon the expiry or termination of this purchase order but shall continue in perpetuity). Vendor shall maintain all Work Product and Gateway Background IP in confidence in accordance with the confidentiality obligations herein. Vendor may use the Work Product and Gateway Background IP during the Term if and as required for providing the goods and services, but for no other purpose.

19. **Indemnification and Remedies.** Vendor shall indemnify, defend and hold harmless Gateway and its officers, directors, employees, shareholders, subsidiaries, agents affiliates and additional insureds ("**Gateway Indemnitees**") from any "**Loss**" (meaning any and all losses, costs, obligations, liabilities, settlement payments, awards, judgments, fines, penalties, damages, expenses, deficiencies or other charges, including costs and expenses incurred in connection with investigating, defending or asserting any claim, demand, settlement, action or proceeding (each a "**Claim**") incident to any matter (including court filing fees, court costs, arbitration fees or costs, witness fees, and reasonable fees and disbursements of legal counsel, investigators, expert witnesses, consultants, accountants and other professionals)) that arises from or is caused by: (a) any breach of this purchase order by vendor or any person acting under its direction or control (including any subcontractors and independent contractors) or that arises from any incorrectness or breach of a representation or warranty by vendor; (b) any willful or negligent act, error or omission of vendor, or any person acting under its direction or control (including any subcontractors and independent contractors); (c) injury or death to persons or damages to property; (d) allegations that any services, Vendor Background IP, Work Product, or tangible property or Intellectual Property owned by a third party, infringes any Intellectual Property or other proprietary right of a third party; (e) matters in relation to vendor replacing or causing to be replaced, within a reasonable time, any individuals engaged in performing vendor's obligations under this purchase order, which Gateway may, acting reasonably, require (it being understood that that Gateway's rights do not obligate vendor to take any other action regarding such individual (other than replace such individual) including, without limitation, the termination or breach of any employment or other contractual relationship with such individual. However, vendor in its sole and absolute discretion may take such action as it deems appropriate under the circumstances); (f) any defect, whether latent or apparent, in any product of vendor which was sold to Gateway hereunder; and (g) matters in relation to Sections 15, 17 and 25. This indemnity shall survive termination of this purchase order regardless of the cause or reason of such termination. The remedies provided to Gateway herein are to be cumulative, and in addition to any other rights or remedies provided by law or in equity or otherwise. No single or partial exercise by Gateway of any right or remedy precludes or otherwise affects the exercise of any other right to remedy to which Gateway may be entitled. Notwithstanding any other provision of this purchase order, Gateway shall not be liable for any indirect, incidental, special, punitive, exemplary or consequential damages, including but not limited to any loss of anticipated profits or benefits, regardless of whether such has been notified to Gateway, and Gateway's cumulative liability to vendor, or any other party for any Loss shall not, in any event, no matter the cause of such Loss, exceed the agreed upon sum paid by Gateway for the goods and services, as contemplated in this purchase order.

20. **Termination at Option of Gateway.** Notwithstanding any other provisions of this purchase order, Gateway may, in its sole discretion, terminate this purchase order including with respect of all or a portion of the goods or services to be provided hereunder, at any time, without penalty or further liability, immediately upon ten (10) days' prior written notice to the vendor. Upon such termination, Gateway shall pay vendor the price of all goods and services which have been provided in accordance with this purchase order, including the actual cost of work in progress. Payments made under this Section 20 shall not exceed the total price specified in this purchase order.

21. **Termination for Default of Vendor.** Notwithstanding any other provisions of this purchase order, Gateway may terminate this purchase order forthwith, without liability, and without limiting any of its other rights or remedies, upon written notice to vendor and/or it subcontractors, agents, or representatives if: (a) vendor is in breach of any of its obligations under this purchase order; (b) vendor is in breach of any of its representations or warranties; (c) an action or claim against the vendor may, in Gateway's reasonable opinion, harm the continued business operations of Gateway; (d) vendor is unable to pay its debts when due or is insolvent, is ordered or adjudged to be bankrupt, is placed in the hands of a receiver, enters into any scheme or composition with its creditors, is dissolved, liquidated or wound up, or makes any assignment for the benefit of its creditors; and (e) vendor fails to register (or obtain exemption) or is no longer validly registered (or exempt), or the goods supplied or to be provided, fail to become certified or are no longer certified under Applicable Law.

22. **Publication.** Vendor will not advertise or publicize anything relating to this Agreement, including, without limitation, its existence or the existence of a relationship with Gateway, without the prior written approval of Gateway. Vendor will not release any publication or announcement of any type in connection with the Deliverables under this Agreement, without the prior written approval of Gateway.

23. **Key Individuals.** Key Individuals who will be performing the services will vary based on Gateway's requirements and locations. Vendor will notify Gateway each time services are required with the name of the individual(s) who will be performing the service and will obtain the prior written consent of Gateway.

24. **Foreign Services.** Vendor must obtain under the Immigration Act and Regulations of Canada and any applicable customs laws and regulations the necessary authorization to allow the vendor to provide to Gateway the goods or services herein described in this purchase order.

25. **Taxes.** All taxes, customs duties, tariffs and similar levies incurred by vendor in the course of supplying the goods and services to Gateway are the responsibility of vendor. Gateway will not reimburse such taxes, customs duties, tariffs and similar levies incurred. The Vendor shall immediately notify Gateway of any change in its status as a Goods and Services Tax/Harmonized Sales Tax (GST/HST) registrant. Without limiting any other provisions herein, Vendor shall charge the proper amount of tax to Gateway, collect the proper amount of tax from Gateway and remit the proper amount of tax to all applicable taxation authorities in accordance with all applicable tax laws with respect to any fees, payments or charges to be paid to Vendor hereunder.

26. **Withholding Taxes.** For greater certainty and notwithstanding any other provisions of this purchase order, Gateway is expressly authorized and directed to deduct from all fees, payments and charges otherwise payable to the vendor and remit to the Canadian taxation authority all withholding taxes, as may presently, or after this purchase order takes effect, be imposed by law or regulation as an obligation upon Gateway with respect to any fees, payments and charges to be paid to the vendor and this deduction and remittance is expressly authorized by the vendor and shall not in any event constitute a default under this purchase order. If Gateway does not withhold or remit such taxes and it is subsequently determined that such taxes should have been withheld or remitted, the vendor shall promptly indemnify Gateway for the full amount of such tax upon demand being made by Gateway. Vendor shall have no right to recover any tax withheld from Gateway. Vendor agrees to accept and does hereby assume exclusive liability for the payment of any and all payroll taxes and/or contributions of employees insurance, old age pensions and/or annuities which are now or hereafter may be payable in respect of or measured by or with reference to the wages, salaries or other remuneration paid or payable to the vendor's employees; and the vendor further agrees, upon request, to furnish Gateway with any and all certificates and statements required by law or by any administrative agency to evidence the assumption by the vendor of the aforesaid liability.

27. **Designs, Data, Drawing and Procedures.** When machinery, equipment or other articles or services to be furnished under this purchase order are to be produced in accordance with design plans, drawings or procedures to be furnished by the vendor, approval of plans drawings and/or procedures by Gateway shall in no way reduce or modify the vendor's obligation to meet performance and other requirements of this purchase order. By such approval, Gateway in no way assumes any part of the vendor's responsibility for acceptable designs or procedures, or the satisfactory performance of resulting machinery, equipment or other items manufactured in accordance with such designs or procedures. All specifications, drawings, plans, designs or data, and all rights thereto, whether furnished by Gateway or vendor, become or remain the property of Gateway and must be returned upon request.

28. **Use of Samples.** Gateway reserves the right to use samples of goods provided under this purchase order for future quoting requirements for any third party.

29. **Anti-Kickback.** Vendor (and any officer, partner or employee of the vendor) shall not accept benefits arising from the performance of the vendor's obligations, which are offered by the third parties.

30. **Interference with Gaming.** Vendor shall not interfere with the proper, secure and efficient operation of any casino equipment, casino gaming, gaming supplies, or other operations at any casino, other than as provided for specifically in this purchase order.

31. **Anti-Bribery.** Vendor warrants that no bribe, gift or other inducement has been paid, given, promised or offered to any officer, agent or employee of Gateway, for, or with a view to the obtaining of this contract by the vendor. Vendor further warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee.

32. **Compliance with Law.** Vendor shall comply with all applicable laws and regulations, as amended from time to time, including those administered by federal, provincial, municipal or other local governing bodies having jurisdiction, and shall obtain, maintain and comply with all required permits, licenses, clearances and registrations.

33. **Safety and Health.** Vendor shall take all reasonable precautions in the performance of the work to protect the safety and health of employees and of members of the public and shall comply with all applicable safety and health regulations and requirements together with all applicable Gateway Policies. Vendor will also be required, where applicable, to complete Gateway Contractor Safety Qualification requirements.

34. **Non-Discrimination.** Vendor shall comply with all applicable human rights legislation and conduct itself in a manner which is consistent with the non- discrimination policies of the Government of Ontario in the performance of the vendor's obligations.

35. **Reports; Audit & Inspection.** Vendor shall keep accurate records and books of account showing all charges, disbursements, and expenses invoiced to Gateway by vendor in providing the goods and services. In connection with providing the goods and services, vendor will provide periodic reports in a format as reasonably determined by Gateway. At minimum, such reports will be monthly and will describe the progress of providing the goods and services. Vendor shall furnish to Gateway, when so requested: (a) reports on the progress of providing the goods and services; (b) reports describing the time spent and activities undertaken by vendor; and (c) such other information reasonably necessary for Gateway to ensure the prompt and complete provision of the goods and services by vendor. Gateway and OLG shall have the right, upon reasonable written notice, to audit and inspect vendor's books and records to verify that vendor has complied with this purchase order and applicable law. Each such audit or inspection shall take place at vendor's office and as soon as possible following request. Vendor will at all times cooperate with and provide such assistance to Gateway, OLG, Gateway's auditors or firms, and OLG's auditors or firms conducting reviews, inspections, or audits of internal controls or of other matters as required in order to facilitate such reviews, inspections, reporting and auditing, all in accordance with such timelines as may be prescribed by Gateway or OLG from time to time.

36. **Force Majeure.** If, for reasons beyond its reasonable control, Gateway is prevented from using the goods or services procured under this purchase order, Gateway may suspend performance of this purchase order without additional costs or obligation to Gateway. If vendor is prevented from performance of its obligations within the time required for reasons beyond its reasonable control, vendor shall not be in breach of such obligations, provided that vendor exercises reasonable efforts to overcome or reduce the circumstances preventing performance. In no circumstances shall lack of funds or changes to the vendor's costs of supplying or delivering the goods or services be deemed an event of force majeure. Neither party shall be required to settle any strike or other labour dispute except on terms acceptable to it.

37. **No Use of Gateway Name, Logo.** Vendor shall not use the name "**Gateway Casinos & Entertainment Limited**", the "**Ontario Lottery and Gaming Corporation**", "**OLG**" or any of Gateway's or OLG's other logos, designs, colours, or registered or unregistered trade-marks, official marks or trade names used, owned or licensed by Gateway or OLG, except with the prior written approval of Gateway or OLG, as applicable.

38. **Material Adverse Effect.** Vendor shall not authorize, take, omit from taking or ratifying any action, or engage in any conduct or allow any of its employees, assignees, designees, or subcontractors to engage in any conduct, that constitutes a Material Adverse Effect or that Gateway has advised the vendor in writing has been determined by Gateway to constitute a Material Adverse Effect, where "**Material Adverse Effect**" means any change, event, circumstance, occurrence, violation, inaccuracy, misrepresentation failure, breach, claim, loss or other matter that (alone or in combination) is or could reasonably be expected to be (i) materially adverse to the business, assets, liabilities, financial condition, results of operations or prospects of OLG, Gateway, or any casino gaming, (ii) materially adverse to the proper, secure and efficient provision of the goods and services or the operation of any casino gaming, (iii) contrary to the public interest in any material respect or materially adverse or materially prejudicial to the reputation or integrity of OLG, Gateway, casino gaming, or His Majesty the King in right of Ontario, or (iv) adverse or prejudicial to OLG's authority to conduct and manage lottery schemes).

39. **Change in Vendor; No Assignment by Vendor.** Vendor shall not assign, subcontract, transfer, or pledge this purchase order or any of its rights or obligations hereunder, without the prior written consent of Gateway. Any implicit or explicit change in control or ownership of the vendor resulting in a change to any of the information provided to Gateway as part of the DDA, or to the AGCO as part of its registration or exemption process, is prohibited without the prior written consent of Gateway and may be subject to re-completion of the DDA or AGCO registration/exemption process, as required by any of Gateway, the AGCO, or OLG.

40. **Assignment by Gateway to OLG; New contract with OLG.** Gateway shall have the right to assign this purchase order or any of its rights or obligations hereunder, in whole or in part, to any party including OLG or any person nominated by OLG, without consent but on notice to vendor, without cost or penalty to Gateway or such assignee, and upon such assignment, Gateway shall be automatically released from all liability under this purchase order, without any further act or formality, to the extent that the assignee agrees to be bound by this purchase order. At the election of OLG, in lieu of an assignment of this purchase order, vendor agrees to enter into a replacement contract on substantially the same terms and conditions as set out herein, including price (except to the extent that the price for the goods and services hereunder is based on a volume-based discount that is no longer reasonably appropriate), with OLG or any person nominated by OLG. There will be no charge, penalty or fee imposed on OLG, or any person nominated by OLG as the new contracting party or assignee, for any such assumption or new contract.

41. **Notice of non-compliance.** If the vendor becomes aware of any actual or suspected (a) failure by it or any assignee, designee or subcontractor to perform or comply in any material respect with any obligation, covenant or agreement required

to be performed or complied with by it or any assignee, designee or subcontractor under this purchase order, or (b) if the vendor reasonably believes that any failure of the nature described in the foregoing clause (a) may occur (with or without the passage of time or provision of notice or both), then the vendor will notify Gateway promptly in writing of such failure, suspicion or belief, as applicable, together with such information and particulars relating thereto as Gateway may request, acting reasonably.

42. **Notices generally.** All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and addressed to the parties at the addresses set forth on the face page of this purchase order or to such other address that may be designated by the receiving party in writing; and any notice delivered by electronic mail to Gateway shall be sent to Purchasing@gatewaycasinos.ca whereas any notice delivered by electronic mail to Vendor shall be sent to the email address of the Vendor representative who received the purchase order (unless Vendor designates another email address in writing for purposes of receiving notices hereunder by electronic mail). All notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), certified or registered mail (in each case, return receipt requested, postage prepaid) or electronic mail. Except as otherwise provided in this Agreement, a notice is effective only (a) upon receipt of the receiving party, and (b) if the party giving the notice has complied with the requirements of this section.

43. **Relationship with OLG.** Vendor acknowledges and agrees that: (a) Gateway is an independent contractor to the OLG in respect of casino gaming pursuant to one or more Operating Agreements and Gateway is not an agent of the OLG or of His Majesty the King in Right of Ontario; (b) other than as set out in Section 44, the inclusion of portions of any Operating Agreement in this purchase order will not create or imply a contractual relationship between the vendor and OLG; and (c) vendor does not have the authority to and shall not: (i) bind OLG nor Gateway: (ii) act as agent for OLG nor Gateway; nor (iii) execute any document on behalf of OLG nor Gateway.

44. **Privity; Third Party Beneficiaries.** This purchase order does not create privity between vendor and any person or party other than Gateway. This purchase order is not intended for the express or implied benefit of any third party, other than the AGCO, OLG and vendor acknowledges and agrees that AGCO and OLG are each a third party beneficiaries under this purchase order and shall be entitled to enforce against vendor, in their own right and for their own benefit, each and every provision of this purchase order. No third party, other than the AGCO or OLG, is entitled to rely, in any manner or for any purpose, on the advice, opinions, reports, or other services of vendor.

45. **Concurrent Term with Operating Agreement.** At Gateway's option, the Term of this purchase order shall end concurrently with the termination or earlier expiration of the Operating Agreement.

46. **Termination at OLG's Request.** Notwithstanding any other provision of this purchase order, Gateway may, in Gateway's sole discretion, terminate this purchase order including with respect to all or a portion of the goods and services or suspension of the vendor from providing any portion of the goods and services, at any time, without penalty or further liability, immediately and without notice if required to do so by OLG.

47. **Interpretation.** Words importing the singular include the plural and vice versa. Words importing gender include all genders; The captions and headings contained herein are for reference only and in no way affect this purchase order or its interpretation; No amendment, supplement or modification of this purchase order shall be binding unless executed in writing by the parties hereto in the same manner as the execution of this purchase order; No waiver of any of the provisions of this purchase order shall be deemed or shall constitute a waiver of any other provision (whether or not similar) nor shall any waiver constitute a continuing waiver unless otherwise expressed or provided; All of the covenants and agreements in this purchase order shall be binding upon the parties hereto and their respective successors and permitted assigns and shall ensure to the benefit of and be enforceable by the parties hereto and their respective successors and their permitted assigns; If one or more of the provisions contained herein shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby; All parties agree that this purchase order may be executed in counterpart and transmitted by telecopier, facsimile or other electronic means and that the reproduction of signatures by way of telecopier, facsimile or other electronic means in counterpart will be treated as though such reproduction were executed originals.

48. **Miscellaneous.** (a) If vendor is instructed to ship using Gateway's preferred carriers, vendor shall not insure the goods on Gateway's account; (b) clerical errors, whether in mathematical computations or otherwise, made by Gateway on this purchase order or any other forms delivered to vendor shall be subject to corrections; and (c) time is of the essence in the performance of this purchase order.

49. **Further Assurances.** Vendor shall, at its sole cost, execute and deliver any further agreements and documents and provide any further assurances as may be reasonably required by Gateway to give effect to this Agreement and, without limiting the generality of the foregoing, will do or cause to be done all acts and things, execute and deliver or cause to be executed and delivered all agreements and documents and provide any assurances, undertakings and information as may be required from time to time by any federal, provincial, local, municipal, regional, territorial, aboriginal, or other government or court, domestic or foreign.

50. **Governing Law.** This purchase order shall be governed by, subject to and interpreted in accordance with the laws of the Province of Ontario and the federal laws of Canada as applicable therein. The vendor agrees that the Courts of the Province of Ontario shall have exclusive jurisdiction to entertain any action or other legal proceeding based on or arising out of this purchase order.

51. **Security Interest**: In the event that Gateway grants a security interest or right to purchase to the Vendor over any property in any provision of the Contract, this provision shall apply and shall supersede and govern every such grant of security interest or right to purchase. The Vendor acknowledges that OLG has a prior ranking security interest over, and prior ranking right to purchase, all gaming equipment, gaming supplies, food and beverage equipment and supplies, and certain non-gaming equipment and supplies used at or held for use in connection with the use and operation of all of Gateway's Ontario casinos and facilities. Accordingly, the Vendor acknowledges that any security interest or right to purchase granted to the Vendor in the Contract (including any interest perfected by registration in a personal property security system) ranks subordinate to such interests of OLG (and the Vendor shall confirm such subordination upon request by Gateway or OLG). The Vendor agrees that, prior to exercising/enforcing or attempting to exercise/enforce any security interest or right to purchase granted in the Contract, the Vendor shall give prompt notice to OLG and permit OLG a reasonable period of time to (a) pay to the Vendor any remaining balance owing to the Vendor under the Contract in order to obtain a discharge of such security interest or right to purchase in accordance with the terms of the Contract; or (b) otherwise remedy the default of Gateway under the Contract in a manner satisfactory to each of the Vendor and OLG, each acting reasonably. The Vendor shall not exercise/enforce or attempt to exercise/enforce any security interest or right to purchase granted in the Contract unless and until OLG has been provided such notice and a reasonable time to exercise one of the foregoing options.