

OPERATIONAL SERVICES AGREEMENT

[_____ Facility]

BRITISH COLUMBIA LOTTERY CORPORATION

and

[_____]

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OPERATIONAL SERVICES AGREEMENT

THIS AGREEMENT MADE AS AT THE [_____] DAY OF [_____], [2___] (the “Effective Date”)

BETWEEN:

BRITISH COLUMBIA LOTTERY CORPORATION

74 West Seymour Street
Kamloops, British Columbia
V2C 1E2

(the “Corporation”)

AND:

[_____]

(the “Service Provider”)

RECITALS:

- A. WHEREAS the Corporation is responsible for the conduct, management and operation of Gaming on behalf of the government of British Columbia, and may, without limitation:
- (i) develop, undertake, organize, conduct, manage and operate provincial gaming on behalf of the government of British Columbia; and
 - (ii) enter into agreements with registered gaming services providers for services required in the conduct, management or operation of provincial gaming, under the control of the Corporation;
- B. AND WHEREAS the Corporation wishes to ensure that Gaming is for the benefit of the citizens of British Columbia while treating the Corporation’s service providers in a fair manner that encourages growth and the long-term health of the industry; and
- C. AND WHEREAS the Corporation has requested and the Service Provider has agreed to provide certain services pertaining to the Corporation’s conduct, management and operation of Gaming in the Facility, subject to the terms and conditions set out in this Agreement.

In consideration of the mutual covenants and obligations contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Corporation and the Service Provider agree as follows:

ARTICLE 1
INTERPRETATION

1.1 Certain Rules of Interpretation. In this Agreement:

- (a) Definitions - capitalized terms have the meanings set out in Schedule D (Definitions);
- (b) Currency - unless otherwise specified, references to money amounts are to lawful currency of Canada;
- (c) Headings - headings of Articles are inserted for convenience of reference only and do not affect the construction or interpretation of this Agreement;
- (d) Including - where the word “include”, “includes”, “including”, “included” or other variation on “include” is used in this Agreement, such word is deemed to be followed by the words “without limitation”;
- (e) Amend - where the word “amend” is used in this Agreement, such word is deemed to include change, vary, add to, delete from, supplement, supersede, replace and alter, and “amends”, “amended”, “amendment” or other variation on “amend” has a corresponding meaning;
- (f) Examine - where the word “examine” or the words “inspect”, “investigate”, “test”, “audit” or similar word is used in this Agreement, such word is deemed to include “examine”, “inspect”, “investigate”, “test”, “audit” and similar words, and “examines”, “examined”, “examination” or other variation on “examine” has a corresponding meaning;
- (g) Discretion - a provision relating to the discretion, approval, consent, authorization, determination, option, satisfaction or opinion of the Corporation is in such party’s sole, absolute and unfettered discretion, with no requirement to act reasonably or provide reasons unless expressly required under the provisions of this Agreement;
- (h) No Strict Construction - the language used in this Agreement is the language chosen by the parties to express their mutual intent, and no rule of strict construction will be applied against any party;
- (i) Number and Gender - unless the context otherwise requires, words importing the singular include the plural and vice versa and words importing gender include all genders;
- (j) Statutory References - a reference to a statute includes the regulations, directives and rules made pursuant to such statute and, unless otherwise specified, the provisions of any statute or regulation which amends any such statute, regulation, directive or rule;
- (k) Articles and Schedules - unless the context otherwise requires, references to “Article” or “Schedule” mean the specified Article or Schedule of this Agreement;

- (l) Approvals for Sole Benefit of Corporation - the Corporation's rights of review, consent, discretion, acceptance, specification, designation, approval or confirmation with respect to any matter relating to the Services or this Agreement are for the benefit of the Corporation, and will not in any way relieve the Service Provider of its obligations under this Agreement, and may not be relied on by the Service Provider or any third party for any purpose without the express written agreement of the Corporation; and
- (m) Conduct, Management and Operation - the respective rights and obligations of the parties hereunder will be interpreted so as not to restrict and not to abrogate the Corporation's authority to conduct, manage and operate Lottery Schemes in the Province of British Columbia, and any provision of this Agreement that confers any right, entitlement or obligation on the Service Provider will be deemed to reserve for the Corporation any aspect of the discharge of that right, entitlement or obligation that constitutes in any respect the Corporation's authority to conduct and manage Lottery Schemes in accordance with the Applicable Law, it being the mutual intention of the parties that the rights, entitlements and obligations of the Service Provider under this Agreement will in no way restrict or abrogate the Corporation's authority to conduct, manage and operate the Facility and Gaming or result in the Service Provider conducting, managing and operating any aspect of the Facility or Games.

1.2 Schedules. Schedule A (Business Terms), Schedule B (Service Provider Ownership Information), Schedule C (Privacy Protection Schedule), Schedule D (Definitions) and the BCLC Services Manual and the terms set out therein are integral to and form part of this Agreement.

1.3 Priority of Documents. In the event of any conflict or inconsistency between the provisions of any of the following documents, then, unless the parties agree otherwise in writing, the following descending order of priority will apply to the extent of such conflict or inconsistency:

- (a) first, the terms and conditions of this Agreement; and
- (b) next, the BCLC Services Manual.

ARTICLE 2 **SERVICES**

2.1 Appointment as Service Provider. The Corporation hereby retains and appoints the Service Provider during the Term to provide the Services to the Corporation in the Corporation's conduct, management and operation of Games at the Facility subject to and in accordance with the terms and conditions of this Agreement, the BCLC Services Manual and Applicable Law.

2.2 Corporation's Discretion. The Service Provider acknowledges and agrees that the Corporation, in its discretion, will decide which Games are made available at the Facility at any given time and the Service Provider will provide the Services for such Games.

- 2.3 Non-Exclusive. Nothing in this Agreement is intended to grant to the Service Provider any exclusivity rights as to subject matter, time or geographic location, and the Corporation is free to contract with, or grant any rights to, any other Person in any location that the Corporation deems appropriate in its discretion.
- 2.4 Continuous Services. The Service Provider will provide the Services at the Site continuously and without interruption throughout the Term, subject to the exercise of the Corporation's step-in rights in accordance with Article 23 (Step-In Rights), a suspension in accordance with Article 24 (Suspension), a Force Majeure in accordance with Article 26 (Force Majeure) or a temporary abeyance in accordance with Article 27 (Temporary Abeyance).
- 2.5 Independent Contractor. The Service Provider is an independent contractor engaged by the Corporation to perform the Services. Nothing in this Agreement is intended to create a partnership, joint venture, agency, employment or representation relationship between the Corporation and the Service Provider or Personnel or subcontractors or any other Person. The Service Provider will not, and will cause such Personnel, subcontractors and other Persons not to, represent itself or themselves as a partner, joint venturer, agent, employee or representative of the Corporation to any Person, except as Prescribed by the Corporation.
- 2.6 Assumption of Risk. Except to the extent expressly allocated to the Corporation under this Agreement, all risks, costs and expenses in relation to the performance by the Service Provider of its obligations under this Agreement are allocated to, and accepted by, the Service Provider as its entire and exclusive responsibility.

ARTICLE 3

COMPLIANCE & INTEGRITY OF GAMING

- 3.1 Conduct, Management and Operation. The Service Provider acknowledges that the Corporation is responsible for the conduct, management and operation of the Games at the Facility. The Service Provider will provide the Services under the control of the Corporation.
- 3.2 Compliance. The Service Provider will provide the Services in full compliance with this Agreement and:
- (a) all Applicable Law;
 - (b) all BCLC Services Manual; and
 - (c) all Game Conditions.
- 3.3 BCLC Services Manual Updates.
- (a) The Corporation may in its discretion, amend the BCLC Services Manual, in whole or in part, as it deems necessary, for purposes of the conduct, management and operation of Gaming, the integrity and reputation of Gaming, the player experience, and compliance and consistency with Applicable Law.

- (b) The Service Provider will continue to perform the Services in accordance with the amended BCLC Services Manual.
- (c) The Corporation will post amendments to the BCLC Services Manual on an internet-accessible site or such other location Prescribed by the Corporation, and it is the Service Provider's responsibility to inform itself of and comply with such amendments. The Corporation will use reasonable efforts to provide advance notice of any amendments, except for amendments that are required for urgent or emergency situations.
- (d) The Service Provider is not entitled to any compensation for or contribution to costs arising from an amendment of the BCLC Services Manual except as provided in this Article 3.3.
- (e) In this Article 3.3, "**Contributable Standards Change**" means an amendment of the BCLC Services Manual identified in Appendix B of the BCLC Standards, but excluding any amendment that is Prescribed by the Corporation for purposes of compliance with Applicable Law.
- (f) The Service Provider may, within the period from thirty (30) days to ninety (90) days after the completion of a Fiscal Year, make a written application for compensation for all Contributable Standards Changes that were made in the completed Fiscal Year. The Service Provider is not entitled to any claim for Contributable Standards Changes made prior to the Effective Date. The Service Provider's application will include any information Prescribed by the Corporation, including the reason for the claim for contribution, the justification under this Agreement for the claim, an estimated value of the claim, and all steps taken or reasonably available to mitigate the impact of the Contributable Standards Change. The Corporation will accept such application in the following circumstances and subject to the following conditions:
 - (i) the Service Provider's application is complete;
 - (ii) the claim is limited to the net incremental increase in direct out-of-pocket or third party costs of implementing the Contributable Standards Change in such completed Fiscal Year, and for greater certainty no claim for such costs may be claimed for costs that may be incurred in subsequent Fiscal Years;
 - (iii) the claim for costs relating to Personnel will not include:
 - (A) any benefits or payroll burdens; or
 - (B) costs of training required pursuant to Article 14 (Employment & Training);
 - (iv) in no event will any compensation provided under this Article 3.3 exceed \$100,000 in aggregate per Fiscal Year, and no amounts may be carried over to subsequent Fiscal Years; and

- (v) the Service Provider may claim only once for a Contributable Standards Change, and without limiting the foregoing may not make a claim for any such Contributable Standards Change in more than one Fiscal Year.
- (g) The Corporation will consider applications made pursuant to this Article 3.3, and will make its decisions and payments within ninety (90) days of receipt.
- (h) In the event that the Corporation prescribes a Contributable Standards Change in the last quarter of the Fiscal Year, the Service Provider's claim may include any net incremental increase in direct out-of-pocket or third party costs associated with the said change and incurred during the Fiscal Year or within one hundred and twenty (120) days of the complete Fiscal Year ("**Extended Period**") and the Service Provider will have up to sixty (60) days following the Extended Period to submit its application in accordance with this Article 3.3. Any claim made in the Extended Period will be included in the calculation of the Service Provider's aggregate claim total pursuant to Article 3.3(f)(iv) for the Fiscal Year in which the applicable Contributable Standards Change was made.
- (i) Nothing in this Article 3.3 limits the Service Provider's obligations to comply with all amendments of the BCLC Services Manual, which is absolute.

3.4 Requirements. Without limiting the generality of Articles 3.1, 3.2 and 3.3(a), the Service Provider represents, warrants, covenants and agrees with the Corporation as follows:

- (a) No Unapproved Gaming Activities. The Service Provider will not promote, display, operate or offer for sale any Lottery Scheme (including Games), or operate any Gaming Supplies, except as Prescribed by the Corporation.
- (b) Appropriate Conduct. The Service Provider will not engage in any conduct that in the discretion of the Corporation is contrary to the public interest, or is prejudicial to the integrity or reputation of Gaming, the Facility or the Corporation.
- (c) No Minors. The Service Provider will, using all reasonable efforts, not permit any individual who does not meet the minimum age requirements, as required by Applicable Law or as Prescribed by the Corporation, to enter or be present in the Facility and participate in Games at the Facility.
- (d) No Ineligible Players. The Service Provider will, using all reasonable efforts, not permit any individual who has been barred or self-excluded, or is otherwise prohibited by Applicable Law or as Prescribed by the Corporation, to enter or be present in the Facility or participate in Games at the Facility.
- (e) Responsible Gambling. The Service Provider will comply with the BCLC Services Manual relating to responsible gambling and any responsible gambling policies or programs Prescribed by the Corporation or required by Applicable Law.
- (f) Non-Participation. The Service Provider will not participate in, nor permit any Person providing the Services to participate in, Games at the Facility, except as Prescribed by the Corporation.

- (g) Interest in Other Lottery Schemes. The Service Provider will not provide or attempt or intend to provide, or hold any interest, directly or indirectly, in another Person that provides or attempts or intends to provide, to the Corporation any services of any kind whatsoever other than the Services, without the prior written approval of the Corporation.
- (h) Safety. The Service Provider will comply with the requirements of the *Workers Compensation Act* and Applicable Law relating to occupational health and safety at the Site, and will either be the “prime contractor” for the purposes of the *Workers Compensation Act* or will agree with another Person acceptable to WorkSafe BC to be the “prime contractor”. The Corporation may at any time require the Service Provider to provide evidence of compliance with the requirements under the *Workers Compensation Act*, including as to payment of assessments due under it to the Workers’ Compensation Board.

ARTICLE 4

BUSINESS PLANNING & REPORTING

- 4.1 Annual Business Plan. The Service Provider will comply with, and perform the Services in accordance with, the Annual Business Plan. Prior to the commencement of each Operating Year, the Service Provider will deliver to the Corporation a draft Annual Business Plan in respect of such Operating Year. The Annual Business Plan will be in the form and contain the information required by the BCLC Services Manual and as Prescribed by the Corporation.
- 4.2 Strategic Plan.
 - (a) The Service Provider will comply with, and perform the Services in accordance with, the Strategic Plan.
 - (b) If, as part of an Annual Business Plan, the Service Provider proposes an adjustment of MIR Investments and the MIR Allocation schedule set out in the Strategic Plan, the Service Provider will provide the Corporation with a revised draft Strategic Plan.
 - (c) In the event the Facility is a new facility, or the Facility has been relocated, the Service Provider will provide a draft Strategic Plan, or, if applicable, a revised draft Strategic Plan, within thirty (30) days after calculation by the Corporation of the MIR pursuant to Article A6.3 of Schedule A (Business Terms).
- 4.3 Review by the Corporation. The Corporation will review a draft Plan during the sixty (60) day period following receipt thereof. During this review period, the Service Provider and the Corporation will make appropriate representatives available to discuss such draft Plan.
- 4.4 Acceptance by the Corporation. The Corporation will, within ninety (90) days of receipt of a Plan by the Corporation, advise the Service Provider in writing, either:
 - (a) that the Plan is accepted by the Corporation; or

- (b) that the Plan is not accepted by the Corporation and set out the particulars of the Corporation's comments relating to the Plan.

The Corporation's comments may include a rejection of any or all of the subject matter of the Plan.

If the Plan is accepted, the Service Provider will comply with the Plan. If a Plan is not accepted, the Service Provider will, within fourteen (14) days of receipt of such advice, revise the Plan to address the Corporation's comments and re-submit the Plan to the Corporation. The Corporation will review the revised Plan within fourteen (14) days of receipt of such revised Plan, and either accept the Plan or, if not accepted, set out the particulars of the Corporation's comments relating to the Plan. The process will be repeated until the Plan is accepted. In the event that a Plan is not accepted by the Corporation, the Service Provider will (i) continue to perform the Services and make the MIR Investments in accordance with the then-applicable Plan, (ii) comply with the provisions of the Plan that the Corporation may indicate have been accepted, and (iii) comply with any other requirements Prescribed by the Corporation.

- 4.5 Revisions to Plans. If the Service Provider or the Corporation determines, acting reasonably, at any time that the then-effective Plan may require amendment, the determining party will provide a written request to the other party, such request to include a detailed summary of the proposed revisions to the applicable Plan. During the sixty (60) day period following receipt of such request, the parties will meet and consult with each other in respect of the amendments to such Plan. If the parties agree to amend such Plan, the Service Provider will provide a draft revised Plan to the Corporation for review and in accordance with Article 4.3 and 4.4.

- 4.6 Reporting. The Service Provider will:

- (a) furnish to the Corporation the reports set out in, and in accordance with, the BCLC Services Manual, or as otherwise Prescribed by the Corporation;
- (b) promptly give notice to the Corporation upon the Service Provider becoming aware of any non-compliance of the Service Provider with the BCLC Services Manual, any Material Breach or any Event of Default;
- (c) promptly give notice to the Corporation of any material breach or allegation of a material breach of any Applicable Law committed by a director, officer or Significant Interest holder of the Service Provider of which breach or allegation the Service Provider has knowledge or would have had knowledge upon reasonable inquiry; and
- (d) promptly give notice to the Corporation of any Information Security Incident or any event or circumstance that has occurred or will occur that materially adversely affects the Site or the Service Provider.

- 4.7 Acknowledgement. The Corporation acknowledges that the reporting standards under this Agreement are different from those under any Previous Agreement. As such, if there was a Previous Agreement in effect between the parties, the Service Provider will have

ninety (90) days from the Effective Date to comply with the BCLC Services Manual or any other reporting requirements, before such reporting requirement is considered a Compliance Breach. This provision applies to Compliance Breaches only, and does not apply to Material Breaches or Events of Default.

ARTICLE 5

FACILITY & SITE

- 5.1 **Exclusive Licence of Facility.** The Service Provider grants to the Corporation an exclusive licence to the Facility (and equipment, software, devices, services, systems and networks therein not owned by the Corporation) for:
- (a) the purposes of the Corporation's conduct, management and operation of the Games and Services and the Corporation's exercise of any rights and the Corporation's fulfilment of any obligations in this Agreement; and
 - (b) all purposes ancillary thereto, including the Corporation's installation, operation, maintenance and removal of Gaming Supplies, and such other purposes as Prescribed by the Corporation.

Subject to the Corporation's overriding responsibility to conduct, manage and operate the Facility and Games and the terms and conditions of this Agreement, the Corporation provides the Service Provider with a sub-licence to the Facility as may be necessary to provide the Services and subject to such restrictions as may be Prescribed by the Corporation.

- 5.2 **Non-exclusive Licence of Site.** In addition to the licence to the Facility in Article 5.1, the Service Provider grants to the Corporation a non-exclusive licence to the other portions of the Site (and equipment, software, devices, services, systems and networks therein not owned by the Corporation) for purposes associated with or ancillary to the Corporation's purposes set out in Articles 5.1(a) and 5.1(b), including for use of all common areas of the Site and for unfettered access to and from the Facility, and for purposes of the exercise of its licence in Article 5.1.
- 5.3 **Exercise of Licence Rights.** The Corporation may permit the licence rights granted in this Agreement to be exercised by itself and its directors, officers, employees, agents, contractors, subcontractors, invitees and sub-licensees.
- 5.4 **Maintenance, Use and Repairs.** The Service Provider will:
- (a) provide all furnishings, fixtures, equipment, electrical systems and data systems, within and for the provision of Services at the Facility, all in accordance with the BCLC Services Manual; and
 - (b) maintain, operate and repair the Site, in good order, condition, appearance and repair and all furnishings, fixtures, equipment, electrical systems and data systems therein, in good condition and in accordance with the BCLC Services Manual or as otherwise Prescribed by the Corporation and ensure that the Facility and the

common areas of the Site meet the facility design, amenity, ambiance and signage requirements specified in the BCLC Services Manual.

5.5 Lease. If the Service Provider is not the legal or beneficial owner of the Site:

- (a) concurrently with the execution of this Agreement or otherwise at the request of the Corporation, the Service Provider will execute and deliver, and will use commercially reasonable efforts to cause the owner of the Site to execute and deliver, a tripartite agreement among the Corporation, the Service Provider and the owner of the Site, in form and substance satisfactory to the Corporation, acting reasonably, pursuant to which the Corporation is provided with contractual assurances satisfactory to the Corporation concerning:
 - (i) its exercise of the rights in respect of the Site that are given and granted, or that are purported to be given and granted, to the Corporation under this Agreement;
 - (ii) the performance of the obligations of the Service Provider in respect of the Site made under this Agreement; and
 - (iii) the postponement and subordination of any interest of such owner in any asset or other property of the Service Provider in favour of any interest of the Corporation in any asset or other property of the Service Provider; and
- (b) the Service Provider will promptly give notice to the Corporation if and when the Service Provider becomes aware of a change in legal or beneficial ownership of the Site.

5.6 Change of Ownership. If the Service Provider is the legal or beneficial owner of the Site, the Service Provider will not, without the prior written consent of the Corporation, transfer, assign or otherwise dispose of legal or beneficial ownership of the Site.

5.7 Non-Disturbance Agreement. Concurrently with the execution of this Agreement or otherwise at the request of the Corporation, including as a condition of any consent under Article 17 (Transfer, Sale & Assignment), the Service Provider will execute and deliver, and will use commercially reasonable efforts to cause any mortgagee of the lease of the Site (whether leasehold or freehold) to execute and deliver, a tripartite agreement among the Corporation, the Service Provider and the mortgagee, in form and substance satisfactory to the Corporation, pursuant to which the Corporation is provided with contractual assurances satisfactory to the Corporation concerning:

- (a) its exercise of the rights in respect of the Site that are given and granted, or that are purported to be given and granted, to the Corporation under this Agreement; and
- (b) the performance of the obligations of the Service Provider in respect of the Site made under this Agreement,

upon and after the mortgagee taking any enforcement or realization proceedings under its mortgage of the Site (whether leasehold or freehold).

5.8 Restrictions on Use. The Service Provider will not, and will cause its affiliates to not use, occupy or possess or suffer or permit the use, occupation or possession of:

- (a) the Site or any part thereof; or
- (b) any lands that are in reasonable proximity to the Site that are owned, leased or otherwise under the control of the Service Provider or its affiliates,

for any use, occupation or possession that in the discretion of the Corporation is incompatible with, or that could prejudice the integrity or the reputation of the Facility or Gaming.

5.9 Prohibited Communications. The Service Provider will not, directly or indirectly through any means including via an agent, and will ensure that its affiliates, directors, officers, partners, Personnel, consultants, agents, advisors, representatives or subcontractors do not, engage in or commence any discussions, plans, applications, approvals, permitting or licensing procedures with any municipality, host local government or prospective host local government regarding any new facility, relocation or substantial change, except as Prescribed by the Corporation.

5.10 Relocations and Substantial Changes. In accordance with the *Gaming Control Act*, the Service Provider may make an application to the Corporation for approval to relocate or make a substantial change to the Facility or the type or extent of Games at the Facility. In addition to any other requirements that the Corporation may Prescribe for such application, the Corporation may require that the Service Provider and its affiliates execute and deliver a project development agreement as set out in the BCLC Services Manual and in a form and in substance satisfactory to the Corporation, prior to the Corporation consenting to the Service Provider's application.

ARTICLE 6

GAMING SUPPLIES

6.1 Provision, Maintenance and Repair. The Corporation will provide, maintain and repair the Gaming Supplies necessary for its conduct, management and operation of Gaming at the Facility.

6.2 Installation, Relocation and Security of Gaming Supplies. The Service Provider will:

- (a) not permit any Gaming Supplies to be installed or used at the Facility, except as Prescribed by the Corporation;
- (b) locate the Gaming Supplies as and where Prescribed by the Corporation;
- (c) not relocate or interfere with the proper operation of any Gaming Supplies, unless Prescribed by the Corporation;

- (d) permit the Corporation and the Corporation's authorized representatives to examine the Gaming Supplies, at such times and in such manner as Prescribed by the Corporation;
- (e) assist the Corporation and the Corporation's authorized representatives in the examination of the Gaming Supplies, and in the conduct of any examination, including security examination, or enforcement activities, at such times and in such manner as Prescribed by the Corporation;
- (f) upon request by the Corporation, remove any Gaming Supplies;
- (g) provide for the physical security and logical security of the Gaming Supplies in accordance with the BCLC Services Manual and to safeguard the proper operation thereof, and immediately give notice to the Corporation of any loss, damage or malfunction to or of the Gaming Supplies; and
- (h) keep the Gaming Supplies free and clear of all liens, security interests or other encumbrances.

6.3 No Rights to Gaming Supplies. The Service Provider acknowledges and agrees that Service Provider does not hold and will not acquire property rights or Intellectual Property Rights or other interests in or to Gaming Supplies, except as Prescribed by the Corporation.

6.4 Leased Games. The Corporation may, after consultation with the Service Provider, supply Leased Games to the Facility. The parties acknowledge and agree that the costs, if any, of leasing or licensing Leased Games supplied by the Corporation to the Facility will be borne by both the Corporation and the Service Provider. The Service Provider's proportion of such costs is the percentage that is equal to the Service Provider's percentage of Commission (excluding FIC) applicable to such Leased Games as set out in Article A4.1 of Schedule A (Business Terms).

6.5 Additional Optional Gaming Supplies. The Service Provider may apply to the Corporation for Gaming Supplies that are in addition to those Prescribed or provided by the Corporation. The Service Provider will provide the reasons for the application for the additional Gaming Supplies. The Corporation may consider the application and, at the Corporation's option, may provide the additional Gaming Supplies on such terms as may be agreed to by the parties or, failing agreement, as Prescribed by the Corporation.

ARTICLE 7

SECURITY & SURVEILLANCE

7.1 Security and Surveillance. The Service Provider will:

- (a) provide and maintain sufficient digital and other monitoring, security and surveillance equipment and systems in and around the Site, all in accordance with the BCLC Services Manual;

- (b) provide, train and certify sufficient security and surveillance Personnel in accordance with the BCLC Services Manual;
- (c) provide for the physical and logical security of the Facility (and all individuals, equipment, software, devices and systems therein) in accordance with the BCLC Services Manual or as otherwise Prescribed by the Corporation, and safeguard the proper operation thereof, and immediately give notice to the Corporation of any loss or damage to the Facility, any Gaming Supplies or property of a third party within the Facility or any injury to any individual within the Facility; and
- (d) maintain the security, currency, accuracy and integrity of Corporation Data and SP Surveillance Data and all equipment and systems on which such data and information is obtained, transmitted or stored.

7.2 Lease of Equipment. In the event that the Service Provider leases any monitoring, security or surveillance equipment and systems for use in the Facility, it must ensure that such lease agreement contains provisions that:

- (a) prohibit the lessor from accessing, using or disclosing any Corporation Data and SP Surveillance Data; and
- (b) grant the Corporation unfettered access to such information, and such right will continue after expiry or earlier termination of the lease agreement until all Corporation Data and SP Surveillance Data has been obtained by the Corporation and removed from such equipment and systems.

ARTICLE 8

FINANCIAL MATTERS & OBLIGATIONS

8.1 Revenue and Gaming Accounts. The Service Provider will:

- (a) collect, receive and hold the Revenue, the Net Win and the Chip Liability for and on behalf of and as agent for the Corporation;
- (b) deposit the Net Win into the Gaming Accounts as Prescribed by the Corporation at the times, the manner and the amount Prescribed by the Corporation;
- (c) not deposit into the Gaming Accounts any funds other than the Net Win, unless otherwise Prescribed by the Corporation;
- (d) not commingle the Net Win with the funds of the Service Provider, unless otherwise Prescribed by the Corporation;
- (e) adhere to cash management policies and procedures as set out in the BCLC Standards, or as otherwise Prescribed by the Corporation;
- (f) accept, on behalf of and as agent for the Corporation, bets on Games;
- (g) on behalf of and as agent for the Corporation, pay all Winnings and otherwise redeem for cash when tendered for redemption all Chips;

- (h) not install or operate any cash dispensing machines, except as provided in Schedule A (Business Terms), and will comply with the BCLC Standards in respect of any cash dispensing machines; and
- (i) for any cash dispensing services at the Site, not charge, or permit anyone to charge, service fees that exceed prevailing market rates.

8.2 Appointment as Trustee. The Service Provider acknowledges and agrees that the Corporation is the sole and absolute legal and beneficial owner of the Revenue, together with any additional monies received or collected by the Service Provider as a result of exchanging cash for Chips in the Facility, and that the Service Provider receives, holds and deals with those funds as trustee for the Corporation.

8.3 Gaming Accounts. Unless otherwise Prescribed by the Corporation, the Corporation Gaming Accounts are for the Corporation's sole use and benefit, managed solely by the Corporation, and, without limiting the foregoing, the Corporation is not required to maintain any amounts in the Corporation Gaming Accounts or to use them or apply the funds in them solely for the Facility. The Corporation may remove any amounts, including the Net Win, from the Gaming Accounts at any time at its discretion.

8.4 Gaming Bankroll. Unless otherwise Prescribed by the Corporation, the Service Provider will provide and maintain the Gaming Bankroll in such amount as is required for the purposes of making change, redeeming Chips and promptly paying Winnings.

8.5 Commission. In consideration of the Service Provider's provision of the Services, the Corporation will pay the Service Provider the remuneration set out in Schedule A (Business Terms). The Service Provider acknowledges and agrees that notwithstanding any references to the remuneration that is applicable to any particular Game or any other part of the Services, the remuneration calculated under this Agreement is for the whole of the Services.

8.6 Calculation of Weekly Amount. The Corporation will provide the Service Provider with a statement of account weekly or at such intervals as may be Prescribed by the Corporation. The statement of account will include:

- (a) a calculation of the Revenue;
- (b) a calculation of the Net Win; and
- (c) a calculation of that portion of the Net Win that the Corporation will pay the Service Provider in respect of payment for the Services for the previous week or Prescribed interval, as applicable, which is determined as follows:
 - (i) the total amount of the Commission owing to the Service Provider for the previous week, based on the percentages set out on Schedule A (Business Terms);

PLUS

- (ii) the reimbursement for F&B Redeemed, pursuant to the terms and conditions of the Loyalty Program;

PLUS OR MINUS, as applicable
- (iii) any other amounts owing to or from the Service Provider pursuant to the terms and conditions of the Loyalty Program (other than in respect of F&B Redeemed pursuant to (ii) above);

PLUS OR MINUS, as applicable
- (iv) any amounts owing to or from the Service Provider pursuant to the terms and conditions of Promotional Programs;

LESS
- (v) monthly, any amounts owing by the Service Provider to the Corporation in respect of Leased Games pursuant to Article 6.4;

LESS
- (vi) any amounts owing by the Service Provider to the Corporation in respect of any additional optional Gaming Supplies pursuant to Article 6.5;

PLUS OR MINUS, as applicable
- (vii) a calculation of any amount owing to the Corporation under this Agreement, in respect of any adjustments or corrections, pursuant to Article 8.10 and any reconciling items arising from Article 8.7(b)(ii);

PLUS OR MINUS, as applicable
- (viii) any other amount owing to or from the Service Provider under this Agreement;

PLUS
- (ix) all amounts payable to the Service Provider in respect of any sales or value-added tax and of all other applicable taxes,

all without duplication, the total of the foregoing, being the “**Weekly Amount**”, and if the total of the Weekly Amount is a negative number, the Service Provider is liable to the Corporation for the absolute value of such total, and will pay the Corporation such value upon demand, or at the Corporation’s option such value will be applied as a reduction or adjustment on the statement of account for a Prescribed future Weekly Amount.

8.7 Deposit of Net Win and Payment of Weekly Amount. The Corporation will, at its option, require the Service Provider to follow one of the following processes, in accordance with such terms and conditions as Prescribed in the BCLC Services Manual from time to time,

including required timelines. The Corporation will give sixty (60) days notice of a required change in process between Article 8.7(a) and Article 8.7(b). The Corporation will require the Service Provider to either:

- (a) deposit Net Win into a Corporation Gaming Account, in which case the Corporation will pay any outstanding Weekly Amount upon delivery by the Corporation of a statement of account pursuant to Article 8.6; or
- (b) deposit Net Win into a Service Provider Gaming Account, in which case the Corporation will pay the Weekly Amount as follows:
 - (i) the Corporation may transfer estimated Net Win for a Prescribed interval from such Service Provider Gaming Account to the Corporation's bank account through an electronic funds transfer process, less estimated Commission owing to the Service Provider for such Prescribed interval in the Service Provider Gaming Account;
 - (ii) the Corporation will ensure the Weekly Amount is paid to the Service Provider Gaming Account upon delivery by the Corporation of a statement of account pursuant to Article 8.6 accounting for any relevant transfer under Article 8.7(b)(i), which may involve either a payment by the Corporation to the Service Provider Gaming Account or an electronic funds transfer from the Service Provider Gaming Account to the Corporation's bank account; and
 - (iii) the Service Provider will execute and deliver all documents required to enable such electronic funds transfers.

8.8 Taxes.

- (a) All amounts payable to the Service Provider under this Agreement are exclusive of any sales or value-added tax and of all other applicable taxes. The Service Provider will collect and remit all applicable taxes to the appropriate governmental authority in a timely manner. The Service Provider will provide the Corporation with all information and documentation required for the Corporation to calculate applicable taxes under this Agreement, including upon request any information the Corporation requires in relation to the labour component applicable to the Services.
- (b) Subject only to Article 8.8(c), the parties acknowledge that under this Agreement the Corporation is not providing any form of reimbursement, as the term "reimbursement" is used for purposes of sales taxes, value-added taxes or income taxes.
- (c) The parties will treat a reimbursement provided in Article 3.3(f) for a Contributable Standards Change as a reimbursement for purposes of sales taxes, value-added taxes and income taxes.

8.9 Chip Exchange. If:

- (a) the Service Provider closes the Facility or this Agreement expires or is terminated;
- (b) the nominal inventory of Chips for the Facility is decreased in the Computer System but not all the Chips are physically in the control of either BCLC or the Service Provider;
- (c) the Service Provider rebrands the Facility or there is an approved relocation planned for the Facility; or
- (d) the Corporation determines that a Chip exchange is necessary or desirable,

then, at the direction of the Corporation, the Service Provider will collect such classes of Chips Prescribed by the Corporation and, other than under Article 8.9(a), replace them with new Chips in accordance with the procedures set out in the BCLC Standards. The Service Provider is responsible for reimbursing the Corporation for an amount equal to the total of the face value of all Chips that are lost, stolen, or otherwise unaccounted for and not collected, which amount may be set off against amounts owing to the Service Provider.

8.10 Adjustments and Disputed Amounts.

- (a) The Corporation may include, on any statement of account, a summary of any debits or credits required to the Weekly Amount to reflect advances or other payments previously made in respect of the Weekly Amount and to reflect required adjustments or corrections that have not been recorded on a previous statement of account, and the Weekly Amount will be adjusted accordingly.
- (b) The Corporation may also make other adjustments to the statement of account to reflect the correction of errors on previous statements of account, other provisions in this Agreement, Service Provider initiated *ex-gratia* payments or other adjustments as agreed to in writing by the parties.
- (c) The inclusion of any amount on a statement of account or invoice will not be construed as an acceptance or approval of incomplete or improper Services or any other matter provided by the Service Provider which is not in conformance with the requirements of this Agreement and will not operate to relieve the Service Provider from any of its obligations under this Agreement.

ARTICLE 9 **FINANCIAL ACCOUNTS & RECORDS**

9.1 Accounts and Records. The Service Provider will:

- (a) maintain books of account and records as required by the terms and conditions of this Agreement, the BCLC Services Manual, or as otherwise Prescribed by the Corporation, and cause such books of account and records to be made available to the Corporation and the Corporation's authorized representatives within a reasonable time and no later than 24 hours from a request by the Corporation or the Corporation's authorized representatives; and

- (b) make available to the Corporation and the Corporation's authorized representatives such information and material as may be required by the Corporation for the purposes of an examination and otherwise co-operate and give such assistance as may be necessary for the Corporation and the Corporation's authorized representatives to carry out their examination,

and the obligations on the part of the Service Provider in this Article 9.1 will survive expiry or earlier termination of this Agreement for a period of seven (7) years.

- 9.2 Inconsistencies. In the absence of manifest error or unless otherwise agreed by the parties, in the event of any inconsistency between any records generated by the Service Provider or the Computer System, the final record will, in each case, be determined by the information and records generated by the Computer System and the Service Provider is bound thereby and will account to the Corporation on the basis of information generated by the Computer System. The Corporation will not be liable for any reduction in the Service Provider's remuneration that may directly or indirectly result from any malfunction of the Computer System or Service Provider errors.

ARTICLE 10

EXAMINATIONS

- 10.1 Authority to Examine. In addition to any of the Corporation's other rights of examination under this Agreement, the BCLC Services Manual or Applicable Law, at any time and in the Corporation's discretion, the Corporation and its authorized representatives may conduct physical, logical and electronic examinations, in relation to this Agreement, the Services, Gaming, the Facility, and the Site and in conjunction with such examinations:
- (a) the Service Provider will provide the Corporation and its authorized representatives, at all reasonable times, with unfettered access to the Facility, Gaming Supplies, the common areas of the Site, all of the Services and any other location where the Service Provider carries on business or stores records, and all systems, devices, networks, services, software and information used (currently or in the past) to provide, monitor, protect or operate the Facility, the Gaming Supplies or the Site or to provide the Services;
 - (b) the Corporation may examine, remove for examination and reproduce records (physical or electronic) in the possession of the Service Provider, its affiliates, its subcontractors and their respective Personnel that are associated in any way with the subject of the examination, any information or records required to be provided pursuant to this Agreement or the BCLC Services Manual, or that relate to the financial health and solvency of the Service Provider;
 - (c) the Corporation may interview and examine all Service Provider's Personnel and all subcontractors and their Personnel, and the Service Provider will make available and cause to be made available all such Personnel, subcontractors and their Personnel as and when requested by the Corporation;
 - (d) during the examination, the Service Provider will grant the Corporation and its authorized representatives access to the Service Provider's records, third party

examination reports, systems, facilities, controls, processes, procedures, monitoring and measurement systems;

- (e) the Service Provider will provide, and cause to be provided, all such information and records as are requested by the Corporation as part of any of its examinations under this Agreement; and
- (f) the Service Provider will do all such things as requested to assist the Corporation in any and all such examinations.

For clarity, the foregoing does not replace or prevent the exercise of any statutory authority or power that the Corporation or any other governmental authority may have in respect of its examination or compulsion powers.

- 10.2 Examination Results. To the extent that any default, deficiency, failure or error by the Service Provider is discovered under any examination permitted under this Agreement, the Service Provider will promptly remedy such default, deficiency, failure or error at its own cost. Nothing in this Agreement will prevent the Corporation or any governmental authority from exercising any power it may have under any Applicable Law. The Corporation is entitled to use the results of any examination and to disclose the results to any governmental authority as required under Applicable Law.
- 10.3 Third Party Examination and Reporting. No less than once per Operating Year, the Service Provider will have an independent certified professional accounting firm or another independent third party reasonably acceptable to the Corporation conduct such examinations, including audits, assessments or reports, as are required in the BCLC Services Manual.
- 10.4 Cost. The cost of performing all initial examinations conducted pursuant to Article 10.1 will be borne by the Corporation. In addition, the Service Provider will bear the cost of all follow-up examinations that are reasonably required to ensure that the Service Provider has cured any default, deficiency, failure or error, except to the extent that the Corporation would have incurred such cost for other ordinary course examinations.

ARTICLE 11

MARKETING & PROMOTION

- 11.1 Loyalty Programs. The Service Provider will participate in, support, promote and contribute to the Loyalty Programs that the Corporation Prescribes. The Service Provider will not operate a Promotional Program other than a Loyalty Program Prescribed by the Corporation without prior written consent.
- 11.2 Marketing Programs. The Service Provider may conduct its own Marketing Programs and Contests throughout the Term, and will do so in compliance with the BCLC Services Manual and Applicable Law.
- 11.3 CASL Compliance. Without limiting the requirements to comply with Applicable Law, the Service Provider will comply with CASL.

- 11.4 Signage. The Service Provider will display only such signage as is permitted by the BCLC Services Manual or approved by the Corporation, and will install and display such signage as is supplied by the Corporation.
- 11.5 Name of Facility. The Service Provider will not change the name or branding of the Facility without the Corporation's prior written consent.
- 11.6 Cancellation. If, in the opinion of the Corporation, any Contests, Marketing Programs or Promotional Programs operated or managed by the Service Provider might prejudice the integrity or the reputation of the Facility, Gaming or the Corporation's authority to conduct, manage and operate Lottery Schemes on behalf of the government of British Columbia:
- (a) the Corporation may in writing instruct the Service Provider to cease and desist any such Contests, Marketing Programs or Promotional Programs; and
 - (b) the Service Provider will immediately cease and desist any such Contests, Marketing Programs or Promotional Programs.

ARTICLE 12

PROTECTION, USE & DISCLOSURE OF DATA & INFORMATION

- 12.1 Covenant. A Recipient will keep any Confidential Information disclosed to it by the Disclosing Party confidential and not disclose the same to any third party without the prior written consent of the Disclosing Party, and in the case of the Service Provider, will use the Corporation's Confidential Information only for the purpose of performing the Service Provider's obligations under this Agreement. Notwithstanding the foregoing, the Corporation is entitled to disclose any Confidential Information to the Gaming Policy & Enforcement Branch, the Minister of Finance, the Minister responsible for the Corporation or to any other governmental authority as required by Applicable Law or to any other extent reasonably required to enforce the rights and remedies under this Agreement. Further, nothing in this Agreement will prevent the Corporation from disclosing any information which is proprietary to the Corporation under the terms of this Agreement to any party the Corporation may see fit without the prior or any consent of the Service Provider. The Service Provider may disclose Confidential Information to its representatives, advisors and consultants to the extent reasonably required to perform its obligations under this Agreement, provided such persons agree to confidentiality provisions equivalent to those of this Article 12.1. Notwithstanding the above, either party is entitled to disclose any information supplied by the other party if such party is required to disclose such information by court order or by other compulsion of law.
- 12.2 Ownership of Corporation Data. The Service Provider will (a) generate Corporation Data, (b) preserve and maintain all Corporation Data in its possession or under its control, and (c) transfer Corporation Data to the Corporation, all in accordance with the BCLC Services Manual, as required to comply with this Article 12.2 and in the manner and at the times Prescribed by the Corporation. The Service Provider acknowledges and agrees that the Corporation Data is the sole and exclusive property of the Corporation, and that the use of the Corporation Data is subject to the Corporation's control (even if in the custody of the Service Provider).

- 12.3 SP Surveillance Data. The Service Provider will (a) generate SP Surveillance Data, (b) preserve and maintain all SP Surveillance Data, and (c) provide the Corporation with a copy of such SP Surveillance Data, all in accordance with the BCLC Services Manual, as required to comply with this Article 12.3 and in the manner and at the times Prescribed by the Corporation. The Corporation acknowledges and agrees that the SP Surveillance Data is the sole and exclusive property of the Service Provider. The Service Provider hereby grants to the Corporation an irrevocable, unconditional, perpetual, non-exclusive, royalty-free right (i) to possess, use, maintain, modify, translate, adapt and display the SP Surveillance Data for any purposes consistent with the Corporation's business and operations and compliance with Applicable Law, including such purposes as the Corporation may, in its discretion, consider necessary or advisable in connection with the operation, security, maintenance of the Facility, (ii) to distribute and transfer such SP Surveillance Data to any third party, or any governmental authority, (iii) to use the SP Surveillance Data in conducting analysis for the purposes of improving or changing any BCLC Services Manual, Services, BCLC IP, and (iv) for the purposes of conduct, management and operation of the Facility.
- 12.4 Privacy and Access Laws. The Service Provider acknowledges that all information submitted to the Corporation is subject to the provisions of FIPPA.
- 12.5 Protection of Personal Information and Data. In providing the Services, the Service Provider will only collect, use and disclose Corporation Data, SP Surveillance Data and any other information that is Personal Information in accordance with the terms of this Agreement, BCLC Services Manual, Applicable Law, and in accordance with the purpose and terms that the Corporation has collected and disclosed such Corporation Data, SP Surveillance Data and any other information that is Personal Information. The Service Provider will comply with the terms of the Privacy Protection Schedule attached to this Agreement as Schedule C (Privacy Protection Schedule). The Service Provider will make commercially reasonable efforts to prevent an Information Security Incident.
- 12.6 Disaster Recovery and Backup. The Service Provider will maintain a disaster recovery and business continuity plan for all technology, operational, financial, human or other resources reasonably required to provide the Services in accordance with the BCLC Services Manual. Each Operating Year as part of the Annual Business Plan, the Service Provider will provide the Corporation with an executive summary of the Service Provider's then-current version of the disaster recovery and business continuity plan, and will revise it to adequately address concerns that the Corporation raises with the Service Provider. The Service Provider will perform disaster recovery and business continuity tests as required by the BCLC Services Manual.
- 12.7 Computer System Access. The Service Provider will access the Computer System only in accordance with the BCLC Services Manual and will not modify, revise or otherwise change, or allow any other person to modify any aspect of the Computer System in any manner that would or would reasonably be expected to interfere with or compromise the systems, infrastructure, architecture, security, integrity, coding or functionality of the Computer System, any data residing on or being processed by the Computer System, or otherwise adversely impact the Corporation. Without limiting the foregoing, the Service Provider will ensure that: (a) access to the Computer System by the SP Systems is only

through the network(s) and means specified in the BCLC Services Manual, and (b) the SP Systems will comply with the BCLC Services Manual. The Service Provider will comply with any testing, security, controls and production requirements as outlined in the BCLC Services Manual. The Service Provider will only remove Corporation Data from the Computer System as expressly permitted by the Corporation or the BCLC Services Manual, and in any event will segregate, physically and logically, all Corporation Data from its own data, including as required by the BCLC Services Manual. In the event of an Information Security Incident, the Service Provider will follow the procedure set out in the BCLC Services Manual.

- 12.8 No Disabling Code. The Service Provider represents and warrants that the Services, and all systems, networks, devices or services that provide, monitor, access, or secure the Services including the SP Systems, will not contain any virus, Trojan horse, self-replicating or other computer instructions that may: (a) alter, destroy, inhibit or discontinue the Corporation's effective receipt of the Services, BCLC IP or any Corporation Data, (b) erase, destroy, corrupt or modify any data, programs, materials or information used by the Corporation or its users, (c) store any data, programs, materials or information on the Corporation's computers, including the computers of its users, (d) bypass any internal or external security measure to obtain access to the Corporation's resources, or (e) introduce software, code, routine, program or similar material prohibited in the BCLC Services Manual.
- 12.9 Data Examinations. In addition to the Corporation's other examination rights under this Agreement, examiners may conduct on-site, physical, and logical security reviews, vulnerability testing and disaster recovery testing for the SP Systems containing or accessing the Computer System, Corporation Data or BCLC IP, and otherwise examine the Service Provider's operations for compliance with requirements set out in this Agreement and the BCLC Services Manual. If vulnerabilities are identified, the Service Provider will (a) promptly document and implement a mutually agreed-upon remediation plan, (b) upon the Corporation's request, provide the Corporation with the status of the implementation, and (c) otherwise comply with any requirements of the BCLC Services Manual. The Corporation is not responsible for any harm that results from these examinations.
- 12.10 Notice & Examination. The Service Provider will immediately give notice to the Corporation of any actual or suspected security breach of, or unauthorized or suspicious access to, the Service Provider's systems, devices, software, services or networks or the Computer System as required by the BCLC Services Manual, including an Information Security Incident, and will provide the Corporation with all such access and information as the Corporation requests in an examination, and will take all such steps as the Corporation requires to rectify such actual or suspected security breach or access.
- 12.11 Vulnerability Testing. Without limiting the application of any required vulnerability testing or assessment set out in the BCLC Services Manual, the Service Provider will assess and remediate the vulnerabilities of the Service Provider's systems, devices, software, networks or services (including the SP Systems and those of any subcontractor) that could compromise the data, systems, or critical functioning of the information technology infrastructure of the Service Provider, the Corporation, the Computer System, or their

respective users, Players, clients or customers or that impacts the Service Provider's external-facing, internal or partner environments or the Services, as required by the BCLC Services Manual.

ARTICLE 13 **INTELLECTUAL PROPERTY**

- 13.1 **BCLC IP.** All BCLC IP is and will be owned exclusively by the Corporation. The Service Provider hereby irrevocably and unconditionally assigns, transfers and conveys and will cause its Personnel and subcontractors and their Personnel to irrevocably and automatically assign, transfer and convey to the Corporation, in each case without additional consideration, all right, title and interest throughout the world in and to the BCLC IP when the Service Provider (or its Personnel or subcontractors or their Personnel) acquires, conceives, creates, develops or first reduces to practice the BCLC IP. The Service Provider will cause its Personnel and subcontractors and their Personnel to irrevocably and unconditionally waive, to the extent permitted by Applicable Law, any claims they may now or hereafter have in any jurisdiction to so-called "moral rights" with respect to any BCLC IP.
- 13.2 **Licence of BCLC IP.** Subject to the Service Provider's compliance with all of the terms and conditions of this Agreement, the Corporation hereby grants to the Service Provider a royalty-free, non-transferable and non-exclusive right and licence to use the BCLC IP, during the Term, without any further right to sub-license, solely as necessary to perform its obligations under this Agreement and for no other purpose. The Service Provider agrees, now and hereafter, not to challenge the ownership or validity of any of the BCLC IP, including the Corporation Data.
- 13.3 **Licensed IP.** The Corporation will in writing advise the Service Provider of requirements of third party agreements and licences pertaining to the use of Licensed IP. The Service Provider will conduct itself in such a manner that allows the Corporation to fulfill its obligations and maintain its good standing in respect of any third party agreements and licences pertaining to the use of the Licensed IP, and the Service Provider will comply with covenants and obligations under such third party agreements and licences as if it were an original signatory thereto.
- 13.4 **Use of Trademarks.** During the Term, the Service Provider may use such trademarks of the Corporation as the Corporation may approve in the BCLC Services Manual or otherwise in writing (the "**Approved Corporation Trademarks**"), and the Corporation may use such trademarks of the Service Provider as the Service Provider may approve in writing (the "**Approved Service Provider Trademarks**"), for the sole purposes of advertising or promoting the Facility, in each case subject to and in accordance with this Article 13. For the avoidance of doubt, the Service Provider may not use any trademarks of the Corporation other than Approved Corporation Trademarks and the Corporation may not use any trademarks of the Service Provider other than Approved Service Provider Trademarks.
- 13.5 **Standards for Trademarks.** The Service Provider may not use the Approved Corporation Trademarks except in accordance with such style guidelines as are set forth in the BCLC Services Manual or as the Corporation may otherwise Prescribe and, without limiting the

generality of the foregoing, will clearly indicate in all advertising that the Approved Corporation Trademarks are owned by the Corporation and used with the Corporation's permission. The Service Provider will not, directly or indirectly, advertise, exploit, promote or otherwise deal with any of the Approved Corporation Trademarks in any manner that might adversely affect the goodwill attaching to and symbolized by such trademarks. In addition to the foregoing, each party agrees, in respect of the other party's trademarks, to fully and promptly comply with any instructions or directions regarding the use, appearance, location, size, context, cessation or similar matter of the other party's trademarks when provided by the other party. Without limiting the application of the other provisions of this Article 13.5, the licensee of the other party's trademarks will not remove, alter, obscure or otherwise change any proprietary notice affixed by such party to its materials.

- 13.6 Goodwill. All goodwill in the Approved Corporation Trademarks will accrue to the Corporation. All goodwill in the Approved Service Provider Trademarks will accrue to the Service Provider. At no time during or after the term of this Agreement will the Service Provider challenge or assist others to challenge the trademarks, service marks or trade names of or claimed by the Corporation or the registration thereof or attempt to register any trademarks, service marks or trade names confusingly similar to those of the Corporation.

ARTICLE 14 **EMPLOYMENT & TRAINING**

- 14.1 Engagement of Personnel. The Service Provider will engage such Personnel as may be necessary to provide the Services, provided that in the engagement of such Personnel, the Service Provider will:
- (a) engage or employ only such Personnel as are trained, competent and otherwise satisfy the standards and qualifications Prescribed by the Corporation;
 - (b) ensure such Personnel are registered, licensed and approved as required by Applicable Law; and
 - (c) maintain exclusive supervision and control over the Personnel engaged or employed directly or indirectly by the Service Provider to provide the Services, and exercise exclusive responsibility and authority for hiring, supervising, directing, compensating, disciplining, terminating and administering such Personnel, and costs related thereto, provided that the Service Provider complies with the applicable provisions of this Agreement.
- 14.2 Supervisory Personnel. The Service Provider will appoint competent supervisory Personnel and will require attendance by sufficient supervisory Personnel at the Facility at all times while open to the public.
- 14.3 Cooperation with Other Contractors. The Service Provider will cooperate with other contractors and subcontractors of the Corporation.

- 14.4 Obligations of Service Provider. The Service Provider is exclusively responsible for and will comply with:
- (a) all obligations as employer of Personnel employed by the Service Provider to provide the Services, including payment of all wages, salaries and benefits and deduction and remittance of all statutory withholdings for income tax, employment insurance and Canada Pension Plan, payment of Workers' Compensation Board assessments and the like; and
 - (b) all obligations of the Service Provider to Personnel under contracts with independent contractors retained by the Service Provider to provide the Services, including payment of service fees, sales, services or value added tax and any other fees or taxes associated therewith.
- 14.5 Standard Training Programs. The Service Provider will ensure that, in accordance with the BCLC Standards or as otherwise Prescribed by the Corporation, all Personnel successfully complete required training programs, including updated or remedial training.
- 14.6 Remedial Training Programs. In the event of a Material Breach:
- (a) the Corporation may require that the Service Provider and all Personnel successfully complete a remedial training program and all such Personnel must cooperate in, participate in, fully and satisfactorily complete such remedial training program;
 - (b) such training will be completed at the cost of the Service Provider; and
 - (c) the Corporation will invoice the Service Provider for costs incurred by the Corporation for such training and the Service Provider must promptly pay such invoice.
- 14.7 Appointment of Compliance Officer. The Service Provider will appoint a compliance officer approved by the Corporation. The compliance officer will report directly to a senior officer of the Service Provider in a position approved by the Corporation, which position may include the chief executive officer, the chief operating officer, the board chair or, if Prescribed by the Corporation, the equivalent senior officer of a direct or indirect owner of the Service Provider. The compliance officer will hold the qualifications, certifications and experience Prescribed in the BCLC Standards. The compliance officer's duties will include the following:
- (a) monitoring compliance of the Service Provider, its Personnel, subcontractors and their Personnel with the BCLC Services Manual, the Game Conditions and Applicable Law;
 - (b) liaising with the Corporation; and
 - (c) organizing attendance at remedial training.

ARTICLE 15
INSURANCE

- 15.1 Insurance. The Service Provider will purchase and maintain such policies of insurance as reasonably Prescribed by the Corporation and will deliver satisfactory proof of such insurance to the Corporation upon request and as soon as reasonably practicable after any material change to such policies of insurance.

ARTICLE 16
REPRESENTATIONS & WARRANTIES

- 16.1 Representations and Warranties. The Service Provider represents, warrants and covenants to the Corporation that:
- (a) if a corporation, the Service Provider is a [_____] duly organized and validly existing under the laws of [_____] and has full power and capacity to perform all its obligations in this Agreement and in all other documents, instruments and agreements required to be executed and delivered by the Service Provider pursuant to this Agreement;
 - (b) if a partnership, the Service Provider is a [_____] partnership duly created and validly existing under the [_____] and has full power and capacity to enter into, carry out the transactions contemplated by and duly observe and perform all its obligations contained in this Agreement and all other documents, instruments and agreements required to be executed and delivered by the Service Provider to this Agreement, and the general partner of the Service Provider is a [_____] duly organized and validly existing under the laws of [_____] has been duly appointed general partner of the Service Provider, and has full power and capacity to perform both its own obligations and those of the Service Provider on the Service Provider's behalf in this Agreement and in all other documents, instruments and agreements required to be executed and delivered pursuant to this Agreement;
 - (c) the execution and delivery of this Agreement and all other documents, instruments and agreements required to be executed and delivered by the Service Provider, and the general partner of the Service Provider, if applicable, pursuant to this Agreement have been duly authorized by all necessary action, have been duly executed and delivered and constitute legal, valid and binding obligations of the Service Provider enforceable in accordance with their terms and do not contravene or violate (i) any provision of its constating documents, (ii) any Applicable Law, or (iii) any other Person's rights;
 - (d) the information set out in Schedule B (Service Provider Ownership Information) is true and correct and, except as set out in Schedule B (Service Provider Ownership Information), there is as at the date of this Agreement no outstanding offer, agreement or other arrangement pursuant to which:

- (i) any Person is entitled to subscribe for or take by means of transfer or by conversion any form of investment, security or voting rights in the Service Provider or, if applicable, the general partner of the Service Provider; or
 - (ii) if applicable, the partnership agreement governing the Service Provider will be amended;
- (e) the Service Provider, and, if applicable, the general partner of the Service Provider, and all Persons who control or have a Significant Interest in the Service Provider, and if applicable, the general partner of the Service Provider, are eligible for registration as gaming services providers under the *Gaming Control Act*;
 - (f) the Service Provider is a registered gaming services provider under the *Gaming Control Act*, and will maintain such registration throughout the Term;
 - (g) all Personnel who are required by Applicable Law to be registered as gaming workers are registered and will maintain such registrations throughout the Term;
 - (h) all Personnel have and will maintain throughout the Term all skills, qualifications, expertise and experience necessary to perform the Services with a high degree of quality, consistent with industry standards applicable to top tier providers of similar services and otherwise in accordance with the terms of this Agreement;
 - (i) the Service Provider has no knowledge of any material fact or matter not disclosed to the Corporation by the Service Provider that, if known by the Corporation, might reasonably be expected to deter the Corporation from entering into this Agreement or completing the transactions contemplated in this Agreement or that might materially adversely affect the ability of the Service Provider to perform its obligations under this Agreement;
 - (j) without limiting the representation in Article 16.1(i), the Service Provider is itself, or is through subcontracting or other arrangements, fully capable of participating in the Loyalty Programs and other Promotional Programs, including providing for redemption by Players for food and beverage products at the Facility;
 - (k) the Service Provider either is the registered and beneficial owner of, or has an exclusive lease in respect of, the Site; and
 - (l) no Event of Default has occurred.

ARTICLE 17

TRANSFER, SALE & ASSIGNMENT

17.1 Definitions. For the purpose of this Article 17:

- (a) a Person is an “**associate**” of another Person if:
 - (i) one is a corporation of which the other is an officer or director;

- (ii) one is a corporation that is controlled by the other or by a group of Persons of which the other is a member;
 - (iii) one is a partnership of which the other is a partner;
 - (iv) one is a trust of which the other is a trustee or a beneficiary or an associate of either;
 - (v) one is a relative, including a spouse, of the other or a relative of the other spouse, if the relative has the same home as the other;
 - (vi) both are corporations controlled by the same Person;
 - (vii) both are members of a voting trust that relates to voting shares of the Service Provider; or
 - (viii) both, in the reasonable opinion of the Corporation, are parties to an agreement or arrangement the purpose of which is to require them to act in concert with respect to their interests, direct or indirect, in the Service Provider, or they are otherwise acting in concert with respect to those interests;
- (b) “**control**” means control in any manner that results in control in fact, whether directly through the ownership of securities or indirectly through a trust, an agreement or arrangement, the ownership of any body corporate or otherwise, and, without limiting the generality of the foregoing:
- (i) a body corporate is controlled by a Person if:
 - (A) securities of the body corporate to which are attached more than fifty per cent (50%) of the votes that may be cast to elect directors of the body corporate are held by or for the benefit of that Person, and the votes attached to those securities are sufficient, if exercised, to elect the majority of the directors of the body corporate; or
 - (B) the body corporate is a publicly traded company and securities of the body corporate to which are attached more than ten per cent (10%) of the votes that may be cast to elect directors of the body corporate are held by or for the benefit of that Person unless that Person gives notice to and satisfies the Corporation that the Person does not in fact control the body corporate; or
 - (ii) a partnership or unincorporated organization is controlled by a Person with an ownership interest therein representing more than ten per cent (10%) of the assets of the partnership or organization or such ownership interest is held, by or for the benefit of that Person;
- (c) “**corporation**” includes a body corporate, partnership and unincorporated organization; and

- (d) “**ownership interest**” means an interest in a corporation under all circumstances or under some circumstances that have occurred and are continuing, and includes a security currently convertible into such an interest and currently exercisable options and rights to acquire such an interest or such a convertible security.

17.2 Assignment. No transfer, sale, assignment or other disposition of this Agreement, or the rights hereunder, whether contingent, absolute or otherwise by the Service Provider is valid without first obtaining the consent of the Gaming Policy & Enforcement Branch, and thereafter, obtaining the prior written consent of the Corporation. Any consent of the Corporation may be subject to conditions Prescribed by the Corporation, and any such transfer, sale, assignment or other disposition will only be effective upon compliance with such conditions. Any transfer, sale or assignment or other disposition of this Agreement or of the rights hereunder whether contingent, absolute or otherwise by the Service Provider without the prior written consent of the Corporation will render this Agreement null and void at the option of the Corporation, without any further obligations whatsoever on the part of the Corporation. Notwithstanding the foregoing, the Service Provider may not transfer or assign any of its rights or obligations under this Agreement to anyone who is not registered as a gaming services provider under the *Gaming Control Act*.

17.3 Ownership Constraint.

- (a) No Person will hold, beneficially own or control, either directly or indirectly, ownership interests in the Service Provider which, in the aggregate, are five per cent (5%) or more of the total ownership interests in the Service Provider (referred to in this Article 17 as a “**Significant Interest**”), unless the Person first obtains the written consent of the Gaming Policy and Enforcement Branch, and then obtains the written consent of the Corporation; and
- (b) a Person who holds, beneficially owns or controls, either directly or indirectly, a Significant Interest will not:
- (i) dispose, in any manner whatsoever, of any portion of such Significant Interest; or
 - (ii) acquire, in any manner whatsoever, a greater Significant Interest,

if such disposition or acquisition would result in a change of control of the Service Provider, unless the Person has first obtained the written consent of the Gaming Policy and Enforcement Branch, and then obtains the written consent of the Corporation, to such disposition or acquisition.

Any consent of the Corporation under this Article 17.3 may be subject to conditions Prescribed by the Corporation, and no Person will hold, beneficially own or control, either directly or indirectly, a Significant Interest except in compliance with such conditions and any such disposition or acquisition will only be effective upon compliance with such conditions.

For the purposes hereof, each Person who is a member of a group of Persons all of whom are associates of each other will each be deemed to beneficially own all ownership

interests of the Service Provider which are collectively held, beneficially owned or controlled, either directly or indirectly, by the members of such group.

For the purposes of this Article 17, the requirements of this Article 17.3 are, together, the “**Ownership Constraint**”.

17.4 Amend Corporate/Governing Documents. If the Service Provider is a corporation, the Service Provider will as soon as practicable and in any event within one hundred and eighty (180) days of the Effective Date amend its articles, bylaws, shareholders agreement, partnership agreement or other such applicable governing document so as to adopt the Ownership Constraint (defined in Article 17.3), as well as such ancillary provisions required to enable the Service Provider to enforce the Ownership Constraint, to provide for the following:

- (a) the Service Provider will not issue or register the transfer of any ownership interest in the Service Provider if to the knowledge of the Service Provider such issue or transfer will contravene the Ownership Constraint;
- (b) the Service Provider will, upon acquiring knowledge of any contravention of the Ownership Constraint by a holder of an ownership interest:
 - (i) promptly notify the Corporation;
 - (ii) suspend all voting and participation rights attached to such ownership interest in the Service Provider (to the extent permitted by Applicable Law); and
 - (iii) not distribute any funds that may be payable or become payable to the ownership interest until such contravention is remedied; and
- (c) if any holder of an ownership interest is in contravention of the Ownership Constraint, the Service Provider will immediately provide written demand to such holder to remedy the contravention, and if such holder fails to remedy the same within thirty (30) days following receipt of written demand therefor from the Service Provider, the Service Provider will forthwith take all reasonable steps available at law to cause such holder to sell or purchase equitable interests in the Service Provider as required in order to remedy such contravention,

and the Service Provider will comply with the foregoing requirements of Articles 17.4(a) to 17.4(c) whether or not the Service Provider has amended its articles, bylaws, shareholders agreement, partnership agreement or other such applicable governing document.

17.5 Observe and Comply. Following the amendments referred to in Article 17.4 to the articles, bylaws, shareholders agreement, partnership agreement or other such applicable governing or constating document of the Service Provider becoming effective, the Service Provider will duly observe and comply with all such provisions and provide the Corporation upon request with any information it may reasonably request in order to monitor such compliance.

- 17.6 Holders of Significant Interest. The Service Provider represents and warrants that every Person holding a Significant Interest is fully and accurately set out in Schedule B (Service Provider Ownership Information). The Corporation acknowledges and agrees that the Significant Interests as set out in Schedule B (Service Provider Ownership Information) have been consented to by the Corporation. The Service Provider will not permit any Person to beneficially own or control, directly or indirectly, acquire or dispose of a Significant Interest without the prior consent of the Corporation as required by this Article 17.
- 17.7 Secured Interests. The Service Provider may, subject to first obtaining the written consent of the Corporation, grant a security interest in the Service Provider's interest in this Agreement to a bank under the *Bank Act (Canada)* or other lender approved in writing by the Corporation (hereinafter called the "**Secured Party**") and on such terms and conditions approved in writing by the Corporation provided that such approval will in no manner whatsoever:
- (a) prevent the Corporation from exercising its rights and remedies under this Agreement as against the Service Provider in the event the Service Provider is in default of this Agreement; or
 - (b) authorize or permit the Secured Party to provide the Services to the Corporation in the place of the Service Provider other than with the express written consent of the Corporation and on such terms and conditions as may be Prescribed by the Corporation.
- 17.8 Security Interest. As collateral and security for the performance of its obligations under this Agreement and such other obligations as Prescribed by the Corporation, the Service Provider grants to the Corporation a security interest in the Revenue, the Net Win, the Chip Liability and any account in which the Corporation may permit the deposit of the Net Win, Chip Liability, the Corporation Data, the Computer System, the Corporation's Confidential Information, the BCLC IP and the Gaming Supplies, and any proceeds thereof, and agrees that the Corporation may register financing statement(s) or other registrable instrument(s) in any applicable personal property registry or other registry to perfect the security interest granted in favour of the Corporation, and the Service Provider will cooperate with the Corporation and execute all instruments and documents required by the Corporation in furtherance of the foregoing. To the extent permitted by Applicable Law, the Service Provider irrevocably waives the right to receive a copy of each financing statement or financing change statement (or any verification statement pertaining thereto) filed under applicable personal property security statutes by or on behalf of the Corporation in respect of this Agreement or any other security agreement.
- 17.9 Security and Priority Agreements. At the Corporation's request, the Service Provider will execute and deliver such security as the Corporation deems necessary or desirable, in form and substance satisfactory to the Corporation in its discretion, to secure the Corporation's interest in the Net Win, the Chip Liability and any account in which the Corporation may permit the deposit of the Net Win, Chip Liability, the Corporation Data, the Computer System, the Corporation's Confidential Information, the BCLC IP and the Gaming Supplies. At the request of the Corporation, the Service Provider will use

commercially reasonable efforts to cause any other party having an interest in the asset or other property of the Service Provider to execute and deliver agreements granting priority in favour of the Corporation's security interest in the Net Win, the Chip Liability and any account in which the Corporation may permit the deposit of the Chip Liability, the Corporation Data, the Computer System, its Confidential Information, the BCLC IP and the Gaming Supplies. The Corporation may make obtaining such agreements a condition of providing a consent under this Article 17.

- 17.10 Assignment of Interest. If the Corporation has consented to the grant of a security interest over the Service Provider's interest in this Agreement pursuant to Article 17.7 then, in the event the Service Provider is in default of the security interest of the Secured Party, the Corporation will, upon the legal request of the Secured Party, permit the assignment of the Service Provider's interest in this Agreement, subject to first obtaining the written approval of the Corporation, to a Person approved by the Corporation and on such terms and conditions approved by the Corporation. Any such assignment will require the assignee service provider to enter into an amendment to this Agreement, which would, in the Corporation's discretion, bring the terms of this Agreement current with the requirements of the Corporation for issuance of service agreements to new service providers. No assignment of the Service Provider's interest in this Agreement will prevent the Corporation from otherwise exercising its rights and remedies under this Agreement.
- 17.11 Notice and Costs of Request for Consent. The Service Provider will provide at least thirty (30) business days' notice, or such longer period for notice as may be set out in the BCLC Services Manual, to the Corporation of any proposed change that would require the Corporation's consent under this Article 17, such notice to be accompanied by the material and information set out in the BCLC Services Manual. If the Service Provider provides less than thirty (30) business days' notice (including the provision of the accompanying material and a proposed replacement for Schedule B (Service Provider Ownership Information)), or such longer period for notice as may be set out in the BCLC Services Manual, for any request for consent pursuant to this Article 17, the Service Provider will pay the Corporation's reasonable internal administrative and personnel costs and all reasonable third party costs in connection with considering any such request. The Corporation will invoice the Service Provider for any amounts owing under this Article 17.11 and the Service Provider will promptly pay such amount to the Corporation. If the Service Provider provides less than fifteen (15) business days' notice of any request for consent or if, after making a request for consent, the Service Provider requests a consent within a shortened period of time, the Corporation will not be required to consider the request and, at its discretion, may not consent to the request on the basis that inadequate time was provided for the Corporation to consider the request. The Corporation will not be liable to the Service Provider for any loss arising from any failure or refusal of the Corporation to provide or consider any particular consent requested under this Article 17.
- 17.12 Changes of Directors and Officers. The Service Provider will give notice to the Corporation of any changes in its board of directors or officers within five (5) days of such change.

17.13 Updated Schedule B (Service Provider Ownership Information). The Service Provider will, with the Corporation's consent, update Schedule B (Service Provider Ownership Information) as required to be true and complete. Each Operating Year as part of the Annual Business Plan, the Service Provider will provide the Corporation with a certificate confirming that Schedule B (Service Provider Ownership Information), as may be updated pursuant to this Article 17.13, is true and complete.

ARTICLE 18

SUBCONTRACTORS

18.1 Prior Written Consent. The Service Provider will not subcontract any Services relating to cash operations, live table dealers, security or surveillance without the prior written consent of the Corporation. Any subcontracting of such Services without the prior written consent of the Corporation will render this Agreement null and void at the option of the Corporation, without any further obligations whatsoever on the part of the Corporation.

18.2 Responsibility for Subcontractors. The Service Provider is responsible to the Corporation for the performance of all subcontractors and will require the subcontractors to perform their services in accordance with the terms and conditions of this Agreement. The Service Provider is fully responsible to the Corporation for acts and omissions of subcontractors and their Personnel and of any other Persons directly or indirectly engaged by them.

ARTICLE 19

MATERIAL CONTRACTS

19.1 Definition of Material Contracts. For the purposes of this Article 19, "**Material Contracts**" includes the following:

- (a) leases of the Site, or any portion thereof, and any modifications, extensions or renewals thereof;
- (b) financing, borrowing and related security contracts and instruments;
- (c) contracts and instruments for the acquisition, sale or lease of security or surveillance systems, information technology systems, including the SP Systems, or equipment or any portion thereof, that has been or is intended to be installed and operated in or about the Facility;
- (d) any trust, shareholders or partnership agreement or options to acquire any interest in the Service Provider; and
- (e) any other contracts Prescribed by the Corporation as being material to its conduct, management and operation of Gaming at the Facility,

whether or not such Material Contracts are those of the Service Provider or of any Person in which the Service Provider directly or indirectly holds an interest.

- 19.2 Notice of Material Contracts. The Service Provider will provide the Corporation with notice of all Material Contracts, including the effective date of the contract, the legal names of the contracting parties and subject matter of the contract, as follows:
- (a) in the case of Material Contracts executed prior to the Effective Date, within ten (10) business days of the Effective Date;
 - (b) in the case of Material Contracts to be executed after the Effective Date, at least ten (10) days prior to the execution thereof; and
 - (c) in any case, within ten (10) days of receiving a written request from the Corporation.
- 19.3 Provision of Material Contracts. The Service Provider will provide the Corporation with true copies of any Material Contracts within ten (10) days of receiving a written request from the Corporation. At any time, the Corporation may contact any landlord, lender, holder of Significant Interest, or Secured Party of the Service Provider or any of its affiliates and request records and information relating to that party's relationship or Material Contracts with the Service Provider.

ARTICLE 20

DEFAULT

- 20.1 Default Notice. In the event of a Compliance Breach or Material Breach, the Corporation may give a Default Notice to the Service Provider. The Default Notice will stipulate the nature of the Compliance Breach or Material Breach, steps required to cure the Compliance Breach or Material Breach and the date on which the Compliance Breach or Material Breach must be cured, provided that if a date is not stipulated in the Default Notice by which the Compliance Breach or Material Breach must be cured the deemed date will be thirty (30) days following the date of the Default Notice.
- 20.2 Cure by Service Provider. The Service Provider will cure all Compliance Breaches and Material Breaches by the date or deemed date in the Default Notice. If the Compliance Breach or Material Breach cannot be cured within the date stipulated in the Default Notice, the Service Provider may cure the Compliance Breach or Material Breach within such longer period of time as may be agreed by the Corporation to cure the Compliance Breach or Material Breach with exercise of commercially reasonable efforts provided that:
- (a) the continued Compliance Breach or Material Breach is not, in the reasonable opinion of the Corporation, prejudicial to the integrity or reputation of the Facility, Gaming or the Corporation's authority to conduct, manage and operate Lottery Schemes on behalf of the government of British Columbia; and
 - (b) the Service Provider is, in the reasonable opinion of the Corporation, exercising commercially reasonable efforts to cure the Compliance Breach or Material Breach and continues to exercise such efforts until the Compliance Breach or Material Breach has been cured by the Service Provider.

- 20.3 Corporation's Right to Cure. Without limiting any other rights or remedies of the Corporation, in the event of a Compliance Breach or Material Breach, the Corporation may, at its discretion, cure the Compliance Breach or Material Breach at the Service Provider's expense and invoice the Service Provider for such expense.
- 20.4 Withholding for Event of Default. Without limiting any other rights or remedies of the Corporation, upon the occurrence of an Event of Default, with five (5) business days' notice the Corporation may, without limiting the Service Provider's obligations and liabilities under this Agreement, withhold ten per cent (10%) of the weekly Commissions payable to the Service Provider under this Agreement. The Corporation will release such withholding at such time as the Event of Default is cured or such earlier time that the Corporation determines that the withholding is no longer required.
- 20.5 Services to Continue. The Service Provider may not, under any circumstances (including a Payment Dispute or non-payment of disputed amounts), cease to provide the Services, except as expressly provided for in this Agreement, including while a dispute (including any ADR Dispute) is being resolved, regardless of whether remedies are enforced, provided that such obligation to continue to perform the Services is without prejudice to the right to dispute the relevant matter in accordance with the provisions of this Agreement.
- 20.6 Equitable Remedies. Each party acknowledges and agrees that:
- (a) a breach or threatened breach by either party of any of its obligations under this Agreement, and in particular Article 12 (Protection, Use & Disclosure of Data & Information), Article 13 (Intellectual Property) and Schedule C (Privacy Protection Schedule) would give rise to irreparable harm to the other party for which monetary damages may not be an adequate remedy;
 - (b) if a breach or a threatened breach by such party of any such obligations occurs, or if either party feels it is necessary to obtain any emergency or provisional remedy to protect its rights, the other party will, in addition to other rights and remedies that may be available to such party at law, at equity or otherwise in respect of such breach, be entitled to equitable relief, including a temporary restraining order, an injunction, specific performance and any other relief that may be available from a court of competent jurisdiction, without any requirement to:
 - (i) post a bond or other security; or
 - (ii) prove actual damages or that monetary damages will not afford an adequate remedy;
 - (c) it will not oppose or otherwise challenge the appropriateness of equitable relief or the entry by a court of competent jurisdiction of an order granting equitable relief, in either case, consistent with the terms of this Article 20; and
 - (d) this Article 20.6 will apply notwithstanding that a dispute is subject to the ADR Procedure in accordance with Article 21 (Alternative Dispute Resolution for ADR Disputes).

ARTICLE 21
ALTERNATIVE DISPUTE RESOLUTION FOR ADR DISPUTES

- 21.1 ADR Dispute. Any ADR Dispute may at either party's option be resolved in accordance with this Article 21 (the "**ADR Procedure**"). An ADR Dispute will follow all steps set out in this Article 21, unless indicated otherwise for an ADR Dispute in the BCLC Services Manual or otherwise Prescribed by the Corporation. Notwithstanding the foregoing, all other disputes relating to this Agreement, including disputes that are partly an ADR Dispute and partly a dispute that is not an ADR Dispute, are not subject to the ADR Procedure.
- 21.2 ADR Dispute Notice. When an ADR Dispute occurs either party may give notice of the ADR Dispute ("**ADR Dispute Notice**") to the other party to the ADR Dispute setting out the pertinent facts, the remedy or relief sought and the grounds on which such remedy or relief is sought, and the parties to the ADR Dispute will use all reasonable efforts to resolve the ADR Dispute in accordance with the ADR Procedure.
- 21.3 Step One - Facility Level. For ADR Disputes, the parties will each designate an individual in a senior capacity at the Facility level, or that individual's designate, to act as a representative under this ADR Procedure (the "**Party Representative**"). Any such ADR Dispute will be referred to the Party Representatives for resolution.
- 21.4 Step Two - Senior Management. If the Party Representatives fail to resolve the ADR Dispute within five (5) business days after delivery of the ADR Dispute Notice, or for ADR Disputes relating to MIR Events or Payment Disputes, the ADR Dispute will be referred for resolution to the individual responsible for the Facility at the Corporation at the Director level, and the Chief Financial Officer for the Service Provider ("**Senior Management**") or to such other officers or managers as any party may by notice to the other party specify for such purpose.
- 21.5 Step Three - CEO. If Senior Management fails to resolve the ADR Dispute within seven (7) business days after the ADR Dispute has been referred to them, the Service Provider's President or equivalent senior officer will attend the head offices of the Corporation to discuss the ADR Dispute with the Corporation's CEO or designate.
- 21.6 Step Four - Non-Binding Referee.
- (a) If the Service Provider's President and the Corporation's CEO or designate fail to resolve the ADR Dispute within ten (10) business days after the ADR Dispute has been referred to them, either party may in writing initiate the appointment of a referee (the "**Referee**") who will render a non-binding decision with respect to the ADR Dispute. The Referee will be selected as follows:
- (i) either party may within ten (10) business days after the written initiation of the appointment of a referee submit to the other party in writing the names of three (3) acceptable candidates for Referee who are immediately available to perform the role of Referee in either Metro Vancouver or Kamloops, British Columbia; and

- (ii) if the parties have not agreed upon a Referee within five (5) business days after a submission of names by a party as provided above, then either party may request that the Referee be selected pursuant to the Rules of the British Columbia International Commercial Arbitration Centre, for that purpose only.

A candidate will be disqualified to act as a Referee if such candidate refuses to execute a confidentiality agreement.

- (b) The Referee's fees, disbursements and other costs will be shared equally by the parties. Within five (5) business days after the selection of the Referee, the parties will each submit to the Referee and the other party a copy of the ADR Dispute Notice, a complete list of the issues in ADR Dispute, the remedies sought, and a list of documents and any other information they believe relevant to the ADR Dispute. The Referee may in the course of the examination:
 - (i) require the other party to supply or prepare for examination by the Referee and the other party, any document or other information the Referee considers necessary;
 - (ii) examine the Facility or Services giving rise to the ADR Dispute;
 - (iii) convene meetings of the parties to discuss the issues in dispute in the presence of the Referee; and
 - (iv) take evidence from such witnesses and experts, as the Referee may deem appropriate.

The Referee will provide a written report setting out the Referee's decision.

- (c) If neither party disputes the Referee's decision, the Referee's decision will be binding on the parties. If either party disputes the Referee's decision, the disputing party will give notice to the other party within ten (10) business days after receipt of the Referee's report setting out fully the reasons for disagreeing with the Referee ("**Referee Dispute Notice**"). After delivery of a Referee Dispute Notice, the ADR Dispute may be determined in a court of competent jurisdiction and the parties are entitled to seek any other legal remedies available to them pursuant to Applicable Law and this Agreement. The parties agree that the Referee's report, findings of the Referee and any without prejudice settlement offers made by either party are intended to be subject to settlement privilege and not intended to be admissible in any court proceeding relating to resolution of the dispute by the court.

21.7 No Relief of Obligations. Pursuit of the resolution of an ADR Dispute under any part of this Article 21 does not relieve the Service Provider of its responsibility to ensure continued and timely performance of the Services. Pending resolution of the ADR Dispute the Service Provider will comply with all requirements Prescribed by the Corporation in relation to the continued and timely performance of the Services.

ARTICLE 22
INCREASED MONITORING

22.1 Increased Monitoring. If:

- (a) an Event of Default occurs; or
- (b) the Service Provider's reports and other documentation submitted include reporting errors on more than three (3) occasions in any rolling twelve (12) consecutive month period,

without prejudice to any other right or remedy available to the Corporation, the Corporation may increase its monitoring and examinations of the performance by the Service Provider under this Agreement and carry out any increased monitoring or examinations which it reasonably requires for a period of up to one hundred and eighty (180) days. The Service Provider will reimburse the Corporation for all reasonable costs and expenses incurred by the Corporation in carrying out such additional increased monitoring or examinations and in particular, will reimburse the Corporation \$500 per day per Corporation employee or independent contract personnel (increased each year after the second Operating Year for cost of living at the Corporation's discretion) and for all third party costs and expenses utilized in such increased monitoring or examinations, within ten (10) business days after the Corporation delivers an invoice to the Service Provider for such amounts.

ARTICLE 23
STEP-IN RIGHTS

23.1 Step-In. If:

- (a) an Event of Default occurs and the Services are suspended pursuant to Article 24 (Suspension); or
- (b) an Event of Default occurs and the Corporation gives notice to the Service Provider of the steps and actions it considers appropriate to mitigate, rectify and protect against the consequences of such Event of Default and to ensure performance of the Services to meet the requirements of this Agreement (or as close as possible to those requirements as the circumstances permit) and the Service Provider either:
 - (i) does not confirm, within five (5) business days of such notice, or such shorter period as is appropriate in the case of an emergency, that it is willing to take such steps and actions as are required in the notice or does not within such five (5) business days present an alternative plan that the Corporation may, within a further five (5) business days, accept or reject, acting reasonably; or
 - (ii) fails to take the steps referred to or required in such notice or accepted alternate plan within such time as set out in such notice or accepted

alternate plan or within such time as the Corporation, acting reasonably, will stipulate,

then the Corporation may take such steps as it considers necessary or expedient to mitigate, rectify or protect against the Event of Default either by itself or by engaging any third party service provider to take any such steps, which may include the Corporation or any third party service provider performing any of the Services (including suspended Services).

- 23.2 Alternative Service Provider Authorization and Release. If the Corporation or any third party service provider performs any of the Services (including suspended Services), the Service Provider hereby authorizes and directs the Corporation and all third party service providers to provide such Services (including suspended Services), in accordance with the Service Provider's obligations under this Agreement, on its behalf and as its agent, and hereby confirms and ratifies the acts (save and except unlawful acts) of the Corporation and the third party service provider to the extent those acts are in accordance with the Service Provider's obligations under this Agreement. The Service Provider hereby releases and forever discharges the Corporation and any third party service provider who performs any of the Services (including suspended Services) from any Claim whatsoever for any act performed in accordance with this Article 23 or for any alleged neglect or default in the course of any act performed pursuant to this Article 23.
- 23.3 No Release of Responsibilities. The exercise by the Corporation of any of its rights under this Article 23 will not reduce or affect in any way the Service Provider's responsibilities under this Agreement.
- 23.4 Costs. The Service Provider will pay the Corporation the amount of all direct costs and expenses reasonably incurred by the Corporation in exercising its rights under this Article 23 and an additional mark-up of twenty per cent (20%) of such costs and expenses in respect of indirect costs and overhead not otherwise directly attributable to the exercise of such rights.
- 23.5 Access. If the Corporation exercises its rights under this Article 23, the Service Provider will immediately provide all passwords, encryption, licence and other keys, administrative access and rights and other similar required information related to any systems, networks, devices, software or services, and all access to the Facility and the Site, including all physical keys and security codes required for access, reasonably required for the Corporation to fully and completely exercise all of its rights under this Article 23.

ARTICLE 24 **SUSPENSION**

- 24.1 Event of Suspension. Upon an Event of Default, the Corporation may suspend the Services in whole or in part and such suspension will continue for such period of time that such Event of Default remains unremedied or the Corporation is of the reasonable opinion that the integrity or reputation of the Facility, Gaming or the Corporation's authority to conduct, manage and operate Lottery Schemes on behalf of the government of British Columbia is prejudiced or at risk of prejudice. The Corporation may suspend the Services

with or without notice, provided that if the Corporation suspends the Services without notice the Corporation will promptly advise the Service Provider of any such suspension.

- 24.2 Suspension Resulting in Termination. Any suspension under this Article 24 that continues for a period of eighteen (18) months is deemed to be a termination under Article 25 (Term & Termination).

ARTICLE 25

TERM & TERMINATION

- 25.1 Term. The Term is set out in Schedule A (Business Terms).
- 25.2 Extension. At its discretion, upon twelve (12) months' notice to the Service Provider the Corporation will have the option to extend the Term for up to five (5) additional years, on the same terms and conditions provided that:
- (a) the extension will not include the further right of extension under this Article 25.2; and
 - (b) the Service Provider will not be entitled to FIC unless the Corporation and the Service Provider agree to an extension of the MIR, the MIR Allocation and the Strategic Plan applicable to the extension.
- 25.3 Termination by the Corporation. The Corporation may terminate this Agreement with notice upon the occurrence of any of the following events:
- (a) in the event any Applicable Law renders the performance of this Agreement wholly or partially illegal and as a result thereof, after the application of Article 29.7, the Corporation is reasonably likely to be materially deprived of the benefit of this Agreement;
 - (b) an Event of Default; or
 - (c) a suspension under Article 24 (Suspension) that continues for a period of eighteen (18) months.
- 25.4 Termination Rights upon Force Majeure. The Corporation may terminate this Agreement as provided in Article 26.2.
- 25.5 Extension of Services at Site after Term. Without limiting the Corporation's option under Article 25.2, on or before the commencement of the eighteenth (18th) Operating Year, the Corporation, may, at its discretion, determine that it is desirable for the Service Provider to continue to provide the Services at the Facility beyond the expiry of the Term. In that event, the Corporation will consult with the Service Provider about entering into a new services agreement. Subject to Article 25.2, if the parties fail to reach agreement by the commencement of the nineteenth (19th) Operating Year, the Services will not be extended at the Facility beyond the Term.

- 25.6 Removal of Property. Upon expiry or earlier termination of this Agreement, the Corporation is at liberty to enter into the Facility and the common areas of the Site as required by the Corporation for purposes of removing the Gaming Supplies owned or supplied by the Corporation, should the Corporation choose to do so.
- 25.7 Return of Materials and Property. Within ten (10) business days following the expiry or earlier termination of this Agreement, the Service Provider will:
- (a) return to the Corporation all documents and tangible materials (and any copies) containing, reflecting, incorporating or based on the Corporation's Confidential Information;
 - (b) permanently erase all of the Corporation's Confidential Information, including the Corporation Data from its computer systems; and
 - (c) upon the Corporation's request, certify in writing that it has complied with the requirements of this Article 25.7.
- 25.8 Cooperation and Assistance. The Service Provider will provide reasonable cooperation and assistance to the Corporation, in the event of the Corporation's transition to an alternative service provider.
- 25.9 MIR Non-Compliance. Upon termination of this Agreement, if the Service Provider has failed to make its MIR Investments in the amounts, within the time frames, and as otherwise required by the Strategic Plan, the Service Provider is liable for and will pay the Corporation liquidated damages (the "**Estimated Damages**") calculated as the MIR Investments that the Service Provider was required to make in accordance with the Strategic Plan, but did not make, multiplied by one decimal five (1.5). Within ten (10) days of such demand, the Service Provider will pay to the Corporation the Estimated Damages. The parties intend that the Estimated Damages constitute liquidated damages and not a penalty. The parties acknowledge and agree that the Corporation's harm or actual damages caused by the Service Provider's failure to make the MIR Investments would be impossible or very difficult to quantify accurately, and that the Estimated Damages are a reasonable estimate of the anticipated or actual harm or actual damages that arose from such a failure. The Service Provider's payment of the Estimated Damages is the Service Provider's sole liability and entire obligation and the Corporation's exclusive remedy for such a failure, but will not limit any other liability resulting from a termination of the Agreement.
- 25.10 Effect of Expiry or Termination. Expiry or earlier termination of this Agreement does not relieve either party from any of its obligations outstanding under this Agreement up to the date of expiry or earlier termination or limit the remedies allowed by law or equity to which a party may be entitled in relation to such obligations or in relation to the expiry or earlier termination of this Agreement.

ARTICLE 26
FORCE MAJEURE

- 26.1 Force Majeure. If either party is bona fide delayed or hindered in or prevented from the performance of any term, covenant or obligation required under this Agreement, by a Force Majeure, the party will, subject to Article 26.2, be relieved from the fulfilment of such term, covenant or obligation during the period of such interruption, and the period for like performance of any such term, covenant or obligation will be extended for a period equivalent to the period of such delay.
- 26.2 Termination Rights upon Force Majeure. If a Force Majeure prevents a party from performing all or substantially all of its obligations, covenants and agreements under this Agreement for more than one hundred and eighty (180) days, the Corporation will have the option of terminating this Agreement on thirty (30) days' notice to the Service Provider.

ARTICLE 27
TEMPORARY ABEYANCE

- 27.1 Event of Abeyance. Upon the request of the Service Provider and as the result of an event that has occurred or will occur that materially adversely affects the Service Provider, the Facility, or the Services, the Corporation may at its discretion temporarily hold the Service Provider's obligations and any other rights granted to the Service Provider pursuant to this Agreement in abeyance (but without extension of the Term), and such abeyance will continue for such period of time as the Corporation determines is reasonably necessary as a result of the adverse event. At any time, the Corporation may provide thirty (30) days' notice of the termination of the abeyance, in which case all obligations and rights granted under this Agreement will resume and the Service Provider will provide the Services in accordance with this Agreement.

ARTICLE 28
INDEMNITY & LIMITATION OF LIABILITY

- 28.1 Service Provider's Indemnity. The Service Provider will indemnify and save harmless the Corporation and its directors, officers, employees, representatives, consultants and agents from and against all Claims based on, arising from, occurring from or relating to, directly or indirectly:
- (a) any act or omission of the Service Provider or its Personnel or its subcontractors or their Personnel in relation to this Agreement, including:
 - (i) illegal acts or omissions, including illegal transactions; and
 - (ii) fraud, negligence, and/or wilful misconduct;
 - (b) any non-compliance by the Service Provider or its Personnel or its subcontractors or their Personnel with, or breach of, the provisions, covenants, representations and warranties contained in this Agreement, the Game Conditions, the BCLC Services Manual or Applicable Law;

- (c) any loss of or physical damage to property or assets, including Gaming Supplies, of the Corporation or its directors, officers, employees, representatives, consultants and agents, including at the Facility or the Site;
- (d) any Claims of any third party, including for loss of or physical damage to property or assets or injury (including death), including at the Facility or the Site;
- (e) the Service Provider's Marketing Programs and Promotional Programs, including any Contests;
- (f) any lost, stolen and otherwise unaccounted for monies or Chips, based on their face value;
- (g) any counterfeit monies or Chips accepted by the Service Provider, based on their face value;
- (h) any improper or unauthorized use or disclosure of Corporation Data or an Information Security Incident;
- (i) any violation of any Intellectual Property Right of any third party or the Corporation;
- (j) any obligations of the Service Provider relating to any labour or employment arrangements and the relevant Applicable Law;
- (k) any Winnings paid to Players who were ineligible to win such amounts because they (i) were barred or self-excluded, (ii) did not comply with the Game Conditions, or (iii) for any other reason pursuant to Applicable Law or the BCLC Standards were not permitted to enter or be present in the Facility or participate in Games at the Facility; and
- (l) any payments made by the Corporation on behalf of the Service Provider for which reimbursement is required under this Agreement or by Applicable Law,

except to the extent caused, or contributed to, by any negligent act or omission, or any wilful misconduct by the Corporation.

28.2 Corporation's Indemnity. Subject to Article 28.3, the Corporation will indemnify and save harmless the Service Provider and its directors, officers, employees, representatives, consultants and agents from and against all Claims based on, arising from, occurring from or relating to, directly or indirectly any wilful misconduct of the Corporation or any Person engaged or employed by the Corporation in the performance of the Corporation's obligations under this Agreement, except to the extent the Service Provider is liable to indemnify the Corporation under Article 28.1.

28.3 Limitation of Liability. The Service Provider acknowledges and agrees that the Corporation will not be liable to the Service Provider, whether in contract or in tort or on any other basis whatsoever, for:

- (a) loss or injury resulting from the installation, operation or removal of the Gaming Supplies or failure, malfunctions or interruptions in use or cessation of operation thereof nor reasonable defacement of the Facility caused by the installation, repair or removal of the Gaming Supplies; or
- (b) any indirect or consequential losses or damages, including loss of revenue, loss of profits, loss of use, loss of contract, loss of goodwill, loss of business or loss of business opportunity or any exemplary, punitive or special damages.

ARTICLE 29

GENERAL TERMS

- 29.1 No Fettering of Discretion. Nothing in this Agreement will fetter or otherwise interfere with or limit the rights, powers and authority of the Corporation to enact, amend, administer and enforce any laws, regulations or rules, and unless otherwise expressly provided for in this Agreement the Service Provider is not entitled to claim or receive any compensation or other relief whatsoever as a result of the Corporation enacting, amending, administering or enforcing any laws, regulations or rules.
- 29.2 Set Off. If, under this Agreement or any document delivered under this Agreement, the Service Provider becomes required to pay any sum of money to the Corporation, then such sum may, at the election of the Corporation, and without limiting or waiving any right or remedy of the Corporation under this Agreement, be set off against and will apply to any amounts owed by the Corporation to the Service Provider including the Commission, until such sum has been completely set off.
- 29.3 General Duty to Mitigate. In all cases where the Corporation may be liable to pay the Service Provider any amount, including for any costs, damages or compensation, or may be required to grant any extension of time for performance of the Service Provider's obligations, the Service Provider will use all reasonable efforts to mitigate such amount required to be paid by the Corporation and the length of the extension of time. Upon request from the Corporation, the Service Provider will promptly submit a detailed description, supported by all such documentation as the Corporation may reasonably require, of the measures and steps taken by the Service Provider to mitigate and meet its obligations under this Article 29.3.
- 29.4 Survival. The provisions of Article 1 (Interpretation); Articles 2.6, 3.2(a) and 6.3; Article 7 (Security & Surveillance); Article 9 (Financial Accounts & Records); Article 10 (Examinations); Article 12 (Protection, Use & Disclosure of Data & Information); Article 13 (Intellectual Property); Article 18.2; Article 21 (Alternative Dispute Resolution for ADR Disputes); Articles 25.5, 25.6, 25.7, 25.8, 25.9 and 25.10; Article 26 (Force Majeure); Article 28 (Indemnity & Limitation of Liability); Article 29 (General Terms); Schedule B (Service Provider Ownership Information); Schedule C (Privacy Protection Schedule) and Schedule D (Definitions) and, without limiting the foregoing, all representations and warranties and indemnities in this Agreement that are indicated to survive after the expiry or earlier termination of this Agreement and all rights accrued prior to expiry or earlier termination of this Agreement will survive the expiry or earlier termination of this Agreement.

29.5 Notice. All notices hereunder will be in writing and addressed to the parties as follows (or as otherwise specified by either party in a notice given in accordance with this Article or as Prescribed by the Corporation in the BCLC Services Manual):

If to the Corporation: British Columbia Lottery Corporation
 74 West Seymour Street
 Kamloops, BC V2C 1E2

Attention: Legal Services

E-mail: **legalservices@bclc.com**

If to the Service
 Provider:

[_____]

Attention:

E-mail:

Notices sent in accordance with this Article are deemed effectively given: (a) when received, if delivered by hand (with written confirmation of receipt), (b) when received, if sent by a nationally recognized overnight courier (receipt requested), (c) on the date sent by e-mail (in each case, with confirmation of transmission), if sent during normal business hours of the recipient, and on the next business day, if sent after normal business hours of the recipient, or (d) on the third (3rd) business day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid.

29.6 Time of the Essence. Time is of the essence in this Agreement.

29.7 Severability. If any provision of this Agreement or its application to any party or circumstance is restricted, prohibited or unenforceable, such provision is ineffective only to the extent of such restriction, prohibition or unenforceability without invalidating the remaining provisions of this Agreement and without affecting the validity or enforceability of such provision in any other jurisdiction or without affecting its application to other parties or circumstances.

29.8 Waiver. A waiver by a party hereto of any right, benefit or default under this Agreement on any particular occasion will not be deemed or construed to be a waiver of any such right, benefit or default thereafter or a waiver of any other right, benefit or default, as the case may be. A waiver of any right, benefit or default under this Agreement on any particular occasion will not be effective against the Corporation unless the waiver is in writing and executed by an authorized signatory of the Corporation.

29.9 Entire Agreement. This Agreement and the instruments and documents to be executed pursuant to it constitutes the entire agreement between the Service Provider and the Corporation with respect to all matters contained herein, and supersedes all other communications, representations, agreements and understandings, oral or written, between the parties hereto or their respective representatives with respect to the matters

herein. All prior operational services agreements between the Corporation and the Service Provider with respect to services at the Facility, including any Previous Agreement, are hereby terminated.

- 29.10 Amendments. This Agreement may only be amended by an agreement of the parties in writing.
- 29.11 Governing Law. This Agreement is made under and is governed by and construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein.
- 29.12 Attornment. For the purposes of any legal actions or proceedings brought by either party against the other party in accordance with this Agreement, the parties hereby irrevocably submit to the exclusive jurisdiction of the courts of the Province of British Columbia and acknowledge their competence and the convenience and propriety of the venue and agree to be bound by any judgment thereof and not to seek, and hereby waive, review of its merits by the courts of any other jurisdiction.
- 29.13 Further Actions. The parties hereto will execute and deliver all such further documents, do or cause to be done all such further acts and give all such further assurances as may be necessary to give full effect to the intent of this Agreement.
- 29.14 Remedies. The remedies to which any party hereto may resort are cumulative and not exclusive of any other remedies allowed by law or equity to which such party may be entitled, and such party would be entitled to pursue any of its remedies concurrently, consecutively and alternatively.
- 29.15 Counterparts. This Agreement may be executed in counterparts, each of which is deemed to be an original and all of which will together constitute one and the same instrument.
- 29.16 Electronic Transmissions. Delivery of an executed copy of this Agreement by means of electronic communication capable of producing a printed copy is deemed to be execution and delivery of this Agreement as of the date set forth on page one (1) of this Agreement.

IN WITNESS WHEREOF the parties hereto have executed this Agreement,

BRITISH COLUMBIA LOTTERY CORPORATION

by its authorized signatories:

Per: _____

Name: _____

Date: _____

Per: _____

Name: _____

Date: _____

[SERVICE PROVIDER]

by its authorized signatories:

Per: _____

Name: _____

Date: _____

Per: _____

Name: _____

Date: _____