

## KENTUCKY PLACEMENT TERMS AND CONDITIONS

THESE KENTUCKY PLACEMENT TERMS AND CONDITIONS (these “Terms”) are between ATLANTIC BINGO SUPPLY, LLC, a Delaware limited liability company (for itself and on behalf of any of its affiliated operating companies, “Distributor”) and that certain entity referenced on the Term Sheet (defined below) or the Invoice (defined below) (the “User”). As applicable, these Terms: (a) are integrated into that certain KENTUCKY PLACEMENT TERM SHEET between User and Distributor (the “Term Sheet”), or (b) if User has no Term Sheet or other written agreement with Distributor, these Terms set forth the terms that govern the placement and lease of the Devices (as hereinafter defined) as referenced in an invoice provided by Distributor to Customer (the “Invoice”) for the lease of Devices (as defined below) for use at User’s Site (defined below). **USER AGREES TO BE FULLY BOUND BY THESE TERMS BY: (1) USER’S EXECUTION OF AN APPLICABLE TERM SHEET WHICH REFERENCES THESE TERMS, (2) ACCEPTING DELIVERY OF THE DEVICES AND PUTTING THEM TO USE AS DESCRIBED HEREIN AND AS PROVIDED IN THE INVOICE, OR (2) PAYMENT OF THE APPLICABLE INVOICE.** “Agreement” shall mean, as applicable, either: (1) these Terms together with the Term Sheet, or (2) these Terms and the Invoice.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

**1. Lease of Devices.** Subject to these Terms, Distributor leases to User and User accepts from Distributor the electronic gaming devices, equipment and accessories, including but not limited to electronic instant bingo devices, electronic pull tab devices, electronic instant bingo tablets, electronic pull tab tablets, electronic redemption kiosks, bingo card minders, point of sale equipment, and pull tab dispensers described on the Term Sheet or the Invoice, as applicable, and any other related products, services, accessories and equipment that may be requested and delivered from time to time by Distributor (together, the “Devices”). Such Devices are to be used at the locations (each a “Site”) pursuant to the payment terms and pricing (“Fees”) both as indicated on the Term Sheet or the Invoice and approved by Distributor, and as may be amended from time to time.

**2. Term.** This Agreement shall start on, as applicable, the later of the date that the Devices are delivered at the site and are legally placed in service, or the date as set forth in the Term Sheet, if applicable (the “Effective Date”). This Agreement shall continue for the period of time identified on the Term Sheet or the Invoice (and if no time is indicated on the Invoice, for a term of one (1) year) (the “Term”). The Term shall automatically renew for additional one (1) year periods, unless terminated pursuant to Section 6 below or either party provides the other party written notice of intent to terminate at least 60 days prior to the end of the initial or any renewal Term.

**3. Obligations.** During the Term, each party agrees as follows:

- (a) Distributor warrants that the Devices will operate as intended and in accordance with the documentation provided with the Devices by the Distributor.
- (b) Distributor agrees to provide periodic maintenance, repairs, updates, service and ongoing operational and technical support to User to keep the Devices in good working condition.
- (c) Distributor will respond to all service requests promptly.
- (d) Both parties will hold and maintain all licenses and endorsements needed to conduct charitable gaming in jurisdictions where the Devices will be used.
- (e) User warrants that it has the right to place the Devices at the Site listed on the Invoice and will ensure that the Site is operated in compliance with law.
- (f) User will obtain Distributor’s prior written consent before moving any Device to a different location and will maintain a record of all Device locations.
- (g) User will pay for all expenses to operate the Devices, including paying prizes to players and maintaining electricity and continuous dedicated internet access for the Devices at each Site and, if required for system operation, secure Wi-Fi. User is responsible for all disputed prizes and any malfunction of a device voids all plays and prizes.
- (h) User will protect the Devices while they are in User’s control and will promptly notify Distributor if any Device malfunctions or is compromised.
- (i) User will not remove, conceal or alter any labels, plates or other markings on the Devices, or add any of these onto the Devices.
- (j) User acknowledges that Distributor owns the Devices and will not allow a mortgage, claim, lien or charge of any kind upon any Device.
- (k) User will give Distributor access to the Devices during normal operating hours to maintain or service the Devices, and to remove the Devices if Distributor deems such action necessary for any reason, including underutilization.
- (l) If the Devices cannot be remotely accessed, User agrees to provide Distributor all required recordkeeping information through other means.

**4. Payment Terms.** User will pay Distributor fees for the Devices in use at the Site based on a percentage of the amount of Adjusted Gross Receipts collected by the User on a weekly basis, as set forth on the Term Sheet or the applicable Invoice. “Adjusted Gross Receipts” is defined as gross receipts minus prizes paid. As set forth in Distributor’s Invoice, Distributor may itemize components of the Fees into (1) amounts for the electronic pull tabs consumed, (2) amounts of the lease of the Devices, and (3) a fee for the Distributor’s service and maintenance obligations of the Devices as set forth herein, which shall be the amount remaining after the costs of the electronic pull tabs and lease are subtracted from the total Fees. Distributor shall provide User with weekly invoices detailing the Fees due (and components thereof) and User agrees to an automatic clearing house (ACH) or electronic funds transfer (EFT), as may be required by applicable law, from User’s designated account to Distributor for such amounts. The Fee is due and payable in U.S. currency within 5 days of each invoice date and is subject to reasonable adjustments from time to time in Distributor’s sole discretion. Any late Fee shall be subject to a reasonable interest charge, not to exceed the amount allowed by law. User’s obligation to pay Fee is absolute and unconditional and is not subject to any delay, reduction, set-off, defense or counterclaim by User. Any incentives or credits offered by Distributor shall only be applied if User is in good standing when they are presented for redemption. Distributor reserves the right to adjust pricing (in addition to other available remedies) if User breaches any applicable obligation of exclusivity. If User breaches or terminates this Agreement for any reason (including removal of the Devices from the Site), then User shall pay to Distributor as liquidated damages an amount equal to \$2,500 per Device, and any unused Device credits shall be void. User acknowledges that the foregoing is a reasonable approximation of damages sustained by Distributor in the event of a breach or early termination of this Agreement by User. User hereby authorizes Distributor to make EFT or ACH transfers from User’s designated account at the financial institution listed above and agrees to the use of such ACH and/or EFT transfers to pay any Fees or other charges as they come due under this Agreement, and to process any adjustments that are needed for the account, including those for any transaction credited/debited in error. ACH and EFT transfers will be processed weekly for any outstanding balances that are then due and payable, in Distributor’s sole discretion. In the event banks are closed, the ACH or EFT transfer will be processed the next business day. If required by applicable law, User agrees to remit to Distributor all state sales tax assessed or imposed on applicable portions of the Fees and/or the lease of the Devices to User in addition to the Fees payable hereunder, as invoiced, collected and remitted to the applicable taxing authority by Distributor. If applicable, User shall provide Distributor of evidence of exemption from the applicable tax.

**5. Intellectual Property Rights.** User agrees that Distributor owns or has obtained the rights to all patents, trademarks, service marks, trade names, copyrights, trade secrets, inventions, improvements, literature, designs, software, data and all other intellectual property provided as part of the Devices, created by the use of the Devices or used in connection with the Devices (together, the “Intellectual Property”) and this Agreement does not transfer or license any right, title or interest in

or to the Intellectual Property to User or any other third party. Unless otherwise restricted by applicable law, User gives Distributor the right to offer its patrons the option to participate in Distributor's loyalty rewards program to help User responsibly increase the use of the Devices at the Site and agrees to assist Distributor with these efforts through tablets at the Site. USER GRANTS DISTRIBUTOR THE RIGHT TO USE, TRANSFER AND/OR CONVEY, IN ANY MANNER, ALL DATA AND INFORMATION OBTAINED THROUGH SUCH LOYALTY REWARDS PROGRAM, AND HEREBY CONSENTS TO ANY SUCH USE, TRANSFER OR CONVEYANCE BY DISTRIBUTOR.

**6. Termination.** In addition to any rights of termination set forth in the Term Sheet (if applicable), either party may terminate this Agreement upon the other party's breach and the failure to cure such breach within 30 days after written notice. Notwithstanding, Distributor may immediately terminate this Agreement or disable the Devices without notice if the law is amended or interpreted to prohibit the use of any of the Devices; the User violates any applicable law or regulation, or temporarily or permanently loses any authorization or license necessary to lawfully operate the Devices, or removes the Devices from the Site; or Distributor stops distributing the Devices, decides to disable the Devices or its license is suspended or revoked at any time. The termination of this Agreement shall not relieve User of any Rent due to Distributor up to the date of termination, and any used credits will need to be repaid to Distributor and any unused credits will be void. Any provision of this Agreement contemplating performance or observance after termination shall survive termination. At the end of the Term or upon termination of this Agreement, User shall immediately cease using the Devices and shall return all Devices to Distributor, normal wear and tear excepted.

**7. Disclaimer of Warranties; Limitation of Liability; Indemnity.** EXCEPT AS PROVIDED HEREIN, DISTRIBUTOR AND ITS AFFILIATES DISCLAIM ALL EXPRESS AND IMPLIED WARRANTIES OF ANY KIND, INCLUDING ANY STATUTORY OR IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, OR ARISING FROM COURSE OF DEALING AND USAGE OF TRADE. THE DEVICES ARE PROVIDED TO USER ON AN "AS IS" BASIS. ANY REMEDIES OF USER SET FORTH HEREIN AND AGREED TO IN WRITING SHALL BE THE SOLE AND EXCLUSIVE REMEDIES AND SHALL NOT BE DEEMED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. NOTWITHSTANDING ANYTHING ELSE CONTAINED IN THIS AGREEMENT, USERS' TOTAL CLAIM UNDER ANY AND ALL THEORIES OF LIABILITY, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, FOR ANY CAUSE OF ACTION ARISING OUT OF THE DEVICES OR THIS AGREEMENT, SHALL NOT EXCEED THE AMOUNT OF RENT PAID BY USER DURING THE IMMEDIATELY PRECEDING 6-MONTH PERIOD FOR THE PARTICULAR PRODUCT GIVING RISE TO SUCH CLAIM. IN NO EVENT SHALL USER BE ENTITLED TO ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR CONTINGENT DAMAGES WHATSOEVER WITH RESPECT TO CLAIMS MADE WITH RESPECT TO THE DEVICES OR THIS AGREEMENT, INCLUDING WITHOUT LIMITATION ANY CLAIM FOR LOSS OF USE, LOST REVENUES OR LOST PROFITS, OR FOR THE PAYMENT OR AWARDED OF ANY PRIZES, OR LOSSES SUSTAINED AS THE RESULT OF INJURY (INCLUDING DEATH) TO ANY PERSON OR DAMAGE TO ANY PROPERTY. ANY CAUSE OF ACTION ARISING FROM OR RELATING TO THE DEVICES OR AN ALLEGED BREACH OF THIS AGREEMENT BY DISTRIBUTOR MUST BE BROUGHT WITHIN 1 YEAR AFTER ACCRUED.

**8. Confidentiality.** All information concerning the terms of this Agreement, including these Terms, the Fees, Device descriptions and specifications, and other commercially sensitive information relating to this Agreement shall be kept confidential and shall not be disclosed by User except as required by law or appropriate governmental agency.

**9. Miscellaneous.** All notices required by these Terms must be in writing and are effective when delivered in person, when received by email, one (1) business day following deposit with a recognized national air courier service, or three (3) business days after being deposited in the United States mail to the appropriate party. Notices shall be sent to the respective address above and as listed on the Term Sheet or Invoice, with a copy to [legal@atlanticbingosupply.com](mailto:legal@atlanticbingosupply.com). This Agreement constitutes the entire agreement between the parties with respect to the subject matter and supersedes all prior agreements or understandings. In addition to the rights set forth in this Agreement, Distributor is entitled to any other remedy available by contract, at law or in equity. This Agreement may be updated by Distributor from time to time and a copy of the current Agreement can be found at [WWW.ATLANTICBINGOSUPPLY.COM/KY\\_PLACEMENT\\_TERMS](http://WWW.ATLANTICBINGOSUPPLY.COM/KY_PLACEMENT_TERMS). Each party is an independent contractor in relation to the other and this Agreement does not create a joint venture or agency of any kind. Distributor's failure to require performance of any of User's obligations at any time shall not affect Distributor's right to enforce any provisions of this Agreement at a subsequent time. User warrants that it has all due authority to enter into this Agreement, and entering into this Agreement does not violate any other agreements with third parties. References to the singular include the plural and vice versa. This Agreement is governed by the laws of the State of Ohio, without regard to conflict of law principles. Both parties' consent to personal jurisdiction in any court of appropriate subject matter jurisdiction in the State of Ohio.

**Version dated 1/18/2023**