

## Everi Customer Agreement

This Everi Customer Agreement, effective as of the latest date on the signature page (the “**Effective Date**”), and applicable Attachments and Transaction Documents (together, the “**Customer Agreement**”) set out the terms under which Everi Games, Inc. a Nevada corporation (“**Everi**”) may supply Equipment, Software and Services to LEGAL ENTITY d/b/a DBA NAME (the “**Customer**”) on behalf of its owned or managed locations (the “**Location(s)**”). Hereafter, Everi and Customer may be referred to individually as a (“**Party**”) and collectively as (the “**Parties**”).

### 1. Definitions.

Capitalized terms have the meanings set forth herein. As used in this Customer Agreement:

**1.1 “Attachment”** means supplemental terms included in the Customer Agreement, which relate to Equipment, Software or Services based on Customer's needs. Attachments may be incorporated into the Customer Agreement after the Effective Date.

**1.2 “Confidential Information”** means all information disclosed by a Party or its Subsidiary to the other Party or its Subsidiary which is marked confidential, or which is identified as confidential at the time of disclosure. Confidential Information shall not include any information that was or is: (i) generally available to the public through no fault of the receiving Party or its employees, directors, consultants, or agents; (ii) rightfully in the possession of the receiving Party without restriction before its disclosure by the disclosing Party; (iii) independently developed by the receiving Party or its employees, directors, consultants, or agents, without access to such Confidential Information; or (iv) rightfully received by the receiving Party from a third-party without any duty of confidentiality.

**1.3 “Equipment”** means an Everi branded device (or any component thereof) including its features and accessories available from Everi as specified in a Transaction Document.

**1.4 “Force Majeure Event”** means: (a) acts of God, fire, fire alert, flood, natural catastrophe, national emergencies, pandemic, war, riot, civil commotion, terrorism and malicious damage; compliance with any law or governmental order, rule, regulation or direction not in existence or in the contemplation of the parties as at the date of signature hereof; accident, storm, labor disputes or failure of technical facilities apart from those under the control of the affected Party, its Subsidiaries, or their suppliers and/or subcontractors (to the extent in each case that any of the foregoing are outside a Party's control); (b) any other substantially similar event, circumstance or cause to the foregoing that are outside a Party's control and for the purposes of this Customer Agreement, any event which cannot be controlled or prevented by the affected Party using reasonable efforts and which affects and/or delays the performance of such Party of all or part of its obligations pursuant to this Customer Agreement. Such an event includes, but is not limited to, the unavailability or malfunction of any part of a Party’s systems that is outside of that Party’s control (such as outages caused by third parties such as Internet Service Providers or other connectivity providers, denial of service attacks or cyber-terrorism).

**1.5 “License”** shall have the meaning set forth in Section 4.1.

**1.6 “Services”** means performance of tasks by Everi, such as training, installation, assistance, or support.

**1.7 “Software”** means an Everi branded computer program and related materials and any firmware embedded in or included with Equipment, along with any Updates, Upgrades, or conversions as applicable.

**1.8 “Subsidiary”** means with respect to Everi Holdings, Inc., and any direct or indirect subsidiary of each of these companies, but only for so long as such subsidiary relationship exists; and with respect to Customer, any entity controlled by, controlling, or under common control with Customer, where control means the power, directly

or indirectly, to direct or cause the direction of any entity's management and policies, whether by voting power, contract, or otherwise, but only for so long as such control exists.

**1.9** "Transaction Document" means a document, such as a sales order, invoice, commercial terms letter agreement, data processing agreement, order acceptance or other similar document, that sets forth specific Equipment, Software or Services ordered by or provided to Customer. A Transaction Document may be incorporated into the Customer Agreement after the Effective Date.

## **2. Title, Risk of Loss, Payment, Delivery and Acceptance.**

**2.1** Title to Equipment (but not to any Software embedded in or included with Equipment) and risk of loss or damage to Equipment being purchased by Customer shall transfer to Customer at delivery.

**2.2** Customer shall pay all undisputed amounts charged by Everi, along with any applicable taxes, tariffs, duties, customs or other fees or surcharges imposed by any governmental authority resulting from transactions under the Customer Agreement. If Everi is required to collect any taxes, then Everi will do so unless Customer provides Everi with a valid exemption certificate.

**2.3** Payment is due upon acceptance in accordance with the terms of any applicable Transaction Document. Customer may be subject to interest on unpaid and undisputed amounts from the due date until paid at the lesser of: (i) 1.5% per month (18% per annum); and (ii) the maximum rate allowed under applicable law.

**2.4** Customer shall have no right to set off or retain any amounts due under the Customer Agreement.

**2.5** Delivery terms for Equipment, Software and Services will be set forth in the applicable Transaction Document. Everi does not guarantee specific delivery dates.

**2.6** Within five (5) business days from the date of delivery, the Equipment will be deemed accepted unless Customer provides Everi with a written notice of rejection. Software is deemed accepted upon Customer's receipt of the Software delivery, installation, customer acknowledgement and acceptance form from Everi.

**2.7** Customer grants a first priority security interest (or similar right) in the Equipment to Everi for so long as any amounts are due Everi, and Customer shall purchase insurance sufficient to insure the value of such Equipment, name Everi as an additional insured and loss payee and provide proof of insurance to Everi. Customer will cooperate with Everi to perfect Everi's security interest.

**2.8** Everi may suspend access to and use of Software, repossess Equipment, or suspend the provision of Services if Customer is in default of an undisputed payment (subject to Everi's compliance with Customer's on-site policies regarding physical security, information security and workplace safety, which will not be unreasonably enforced).

## **3. Legal and Regulatory Matters.**

**3.1** Customer represents and warrants that it is acquiring Equipment and Software for its own use and not for resale, lease, distribution, broadcast, transmission, or transfer.

**3.2** Each Party: (i) will comply with the laws and regulations applicable to its respective business where conducted, including gaming, export, import, data protection, anti-corruption and economic sanction law and regulations; (ii) represents and warrants that it has obtained and will maintain all required licenses, permits and approvals and will provide evidence of such upon request by the other Party; (iii) shall cooperate with requests, inquiries and investigations of regulatory authorities or law enforcement agencies related to the performance of the Customer Agreement, including disclosing information which would otherwise be considered confidential; and (iv)

will cooperate with the other Party in any due diligence background investigation of such Party and its Subsidiaries and provide the other Party with any information reasonably necessary to conduct the due diligence investigation and establish the suitability of such Party and its Subsidiaries, at any time during the term of the Customer Agreement.

**3.3** Equipment, Software and Services may require approval of gaming regulatory authorities and other third parties prior to installation or use. Everi's failure to deliver Equipment or Software due to the lack of such approvals will not constitute a breach of the Customer Agreement by Everi. If such approvals cannot be obtained in a reasonable time period, Customer shall have the right to accept alternate Equipment and Software that have previously received regulatory approval by the appropriate regulatory agency. Once the originally requested Equipment and Software receive regulatory approval, Everi will provide Customer with those approved Equipment and Software as soon as practicable and remove and/or cancel any alternate Equipment and Software.

**3.4** This Customer Agreement is contingent upon its continued approval by a Party's Chief Compliance Officer or Global Compliance Governance Committee. Either Party may immediately terminate this Customer Agreement in the event that a Party discovers facts with respect to the other Party or this Customer Agreement that would, in its reasonable opinion, jeopardize its, or any of its Subsidiaries, gaming licenses, permits or status with any applicable regulatory or law enforcement agency. In the event of such termination, neither Party shall have any further rights hereunder and Customer shall pay Everi all undisputed fees due Everi up to the date of termination.

#### **4. License to Software.**

**4.1** Subject to the terms and conditions herein and as specified in an Attachment or Transaction Document, Everi grants Customer a non-exclusive, non-sublicensable, non-transferable, restricted, limited license to use the Software in the manner in which it is intended (the "**License**"). The License does not include any right to directly or indirectly transmit, broadcast, display or otherwise distribute any graphics, images, pictures, animations, user interfaces, and the like to any third-party. If Software is embedded in or included with Equipment, then the License is limited to use with such Equipment and may not be used or transferred separate and apart from such Equipment. Everi may use (or require Customer to use) security measures, including software locks, to limit access to or use of the Software.

**4.2** The License is subject to the Customer: (i) maintaining all copyright notices and other markings included with the Software; (ii) ensuring that only the persons permitted to access the Software are allowed to do so in compliance with the terms of the Customer Agreement; (iii) not reverse assembling, reverse compiling, translating or reverse engineering the Software or otherwise attempting to obtain the source code or other proprietary information from the Software; (iv) not using any elements or parts of the Software or related licensed material separately from the Software; and (v) not selling, licensing, copying or otherwise making the Software available to any third-party.

**4.3** Software may contain third-party software (e.g., open source software) for which notices are provided or which are subject to additional or different terms being less restrictive than the License granted herein. Everi represents that such third-party software may be used by Customer for its intended purpose within the Software. Customer's use of Software is subject to compliance with those third-party terms. Notices and terms applicable to third-party software are in the documentation accompanying such Software (e.g., a user manual, user guide, readme.txt file or notice.txt file).

#### **5. Warranty.**

**5.1** Everi warrants that Equipment used in their specified operating environment and in accordance with the Everi user documentation conform in all material respects to their published specifications during the ninety (90)-day period beginning on the date the Equipment is first used in live operation by Customer. If the Equipment does not function as warranted during such period, Everi shall repair or replace it with a functional equivalent.

**5.2** The warranty for Equipment will be null and void to the extent any non-conformance with specifications is caused by: (i) Customer's modification, alteration or revision of all or any portion of the Equipment; (ii) third-party hardware, software or systems not provided by Everi; (iii) damage caused by third parties or external factors; (iv) failure of Customer to maintain a suitable operating environment and conditions consistent with industry practices; (v) failure to comply with instructions provided by Everi; or (vi) normal wear and tear.

**5.3** Everi agrees to carry and maintain at its own expense all necessary insurance as is customarily maintained by similar businesses throughout the term of this Customer Agreement. Upon request, Everi agrees to provide Customer with a certificate of insurance evidencing such coverage and to name Customer as additional insured on the policy for the duration of this Customer Agreement.

**5.4** **The foregoing warranties are the exclusive warranties provided by Everi and Everi expressly disclaims all other warranties or conditions, express or implied, including any implied warranty of merchantability, fitness for a particular purpose, non-infringement and implied warranties arising from the course of dealing or the course of performance between the parties.**

## **6. Indemnity and Liability.**

**6.1** Everi will defend the Customer against any third-party claim against Customer that the Equipment, Software or Services acquired under the Customer Agreement infringes a patent, trademark, or copyright, and will indemnify for any amounts finally awarded by a court against Customer or included in a settlement approved by Everi, provided Customer: (i) promptly notifies Everi of the claim; (ii) tenders sole control of the defense and settlement of the claim to Everi; (iii) provides reasonable assistance to Everi including mitigation efforts and (iv) makes no admission of guilt or liability. Everi has no responsibility for claims based, in whole or in part, on: (a) Customer's use of third-party hardware or software not provided by Everi; (b) Customer's violation of law or third-party rights caused by Customer's content, materials, designs or specifications; (c) Customer's use of a non-current version or release of Equipment or Software when an infringement claim could have been avoided by using a current version or release; (d) Everi's compliance with Customer's designs, specifications or instructions; (e) modification of the Equipment, Software or Services by any person other than Everi; or (f) Customer's failure to use the Equipment, Software or Services in compliance with Everi's written instructions.

**6.2** Customer shall be solely responsible for setting the Equipment options including, but not limited to, hold percentages, denomination selections, maximum bet, progression, game speed, system protocol, bill validator and ticket dispenser settings. In the event Customer requests Everi to perform these services, Customer understands and agrees that Everi shall have no liability and Customer shall indemnify, defend, and hold Everi harmless for the services provided, including any liability for personal injury, loss of profits, loss or revenue, property damage or patron claims. Everi will not and does not warrant the use, performance, percentage hold or par value of the Equipment in relationship to the option settings.

**6.3** **Except for Everi's indemnification obligations stated above, Everi's entire liability for all claims related to or arising under the Customer Agreement will not exceed the amount of any actual direct damages incurred by Customer up to: (i) the amounts paid (if not recurring); or (ii) the prior 12 months' charges (if recurring), for the Equipment, Software or Services which are the subject of the claim, regardless of the basis of the claim. Everi will not be liable for the acceptance of counterfeit currency of any kind. Neither Party will be liable for special, incidental, exemplary, indirect, or economic consequential damages, or lost profits, wasted expenditure, business, value, revenue, goodwill, or anticipated savings, even if advised of the possibility of such damages. The foregoing limits and exclusions apply collectively to Everi, its Subsidiaries, contractors, and vendors.** The following are not subject to the limitations stated herein, if a Party is legally liable for them: (a) damages for bodily injury or death; (b) damages to real property or tangible personal property; (c) damages that cannot be limited under applicable law (such as those caused by fraudulent or criminal activity) or (d) damages for breach of confidentiality or misappropriation of intellectual property rights.

## **7. Confidentiality.**

**7.1** Each Party will use reasonable efforts to avoid publication, disclosure or dissemination of the other Party's Confidential Information exchanged in performance of the Customer Agreement. The receiving Party may disclose such Confidential Information to its legal representatives, Subsidiaries, employees, agents, or contractors who have a need to know and have agreed in writing to keep such information confidential. The receiving Party will be liable for failure of such persons to treat the disclosing Party's Confidential Information in accordance with the requirements of the Customer Agreement. The receiving Party will destroy all Confidential Information of the other Party: (i) upon the termination of the Customer Agreement; and (ii) with respect to specific Equipment, Software or Services, when the Party no longer is using or possesses such Equipment, Software or Service.

**7.2** If the receiving Party is required by applicable law, regulation, or a valid legal order to disclose any Confidential Information, the receiving Party shall, to the extent legally permitted, promptly notify the disclosing Party of such requirements so that the disclosing Party may seek a protective order or other remedy and the receiving Party shall reasonably assist therewith. If the receiving Party remains legally compelled to make such disclosure, it shall: (a) only disclose that portion of the Confidential Information that it is required to disclose; (b) if a protective order is not granted, use reasonable efforts to ensure that such Confidential Information is afforded confidential treatment and (c) agree that such Confidential Information shall continue to be Confidential Information for purposes of the Customer Agreement.

## **8. Term, Termination and Cancellation.**

**8.1** The term of this Customer Agreement shall begin on the Effective Date and continue for one (1) year. Thereafter, this Customer Agreement shall automatically renew for successive one (1) year terms unless either Party provides the other with no less than ninety (90) days written notice prior to the end of the then-current term of its intention not to renew (collectively, the “**Term**”). Any terms of the Customer Agreement that by their nature extend beyond the expiration of the Term or termination of the Customer Agreement remain in effect until fulfilled.

**8.2** Either Party may terminate the Customer Agreement immediately: (i) upon notice if the other Party is in material breach and fails to remedy that breach within thirty (30) days after being notified to do so; or (ii) in whole if the other Party (a) ceases to do business, (b) becomes insolvent, (c) files, or has filed against it, a petition or resolution for bankruptcy, (d) makes or seeks to make a general assignment for the benefit of its creditors, (e) has a receiver appointed over all or part of its assets, or (f) concludes that its gaming licenses, permits or other approvals with any applicable regulatory or law enforcement agency are at risk by the continued performance of this Customer Agreement, or as otherwise provided in Section 3.

**8.3** If the Customer Agreement is terminated, in addition to all other remedies available to Everi at law or in equity, Everi shall: (i) declare that all amounts remaining unpaid under the Customer Agreement or the applicable Attachment or Transaction Document are immediately due; (ii) restrict access to and use of any Everi-owned Equipment or Software; or (iii) take possession of any Everi-owned Equipment in accordance with Customer's security protocols. Everi is entitled to recover attorneys' fees and expenses incurred in connection with enforcing its rights under this section.

**8.4** All sales are final and Everi will not accept the return of conforming Equipment or Software purchased hereunder. Customer may request to cancel a Transaction Document prior to delivery of Equipment, Software or Services subject to Everi's approval in writing provided Customer pays Everi for completed work.

## **9. Dispute Resolution.**

**9.1** The Parties agree that binding arbitration shall be the exclusive remedy for all disputes, controversies and claims arising out of this Customer Agreement. The Parties intend that such arbitration shall provide final and

binding resolution of any dispute, controversy or claim, and that action in any other forum shall be brought only if necessary to compel arbitration, or to enforce an arbitration award or order. Each Party agrees that it will negotiate in good faith to try to reach an amicable resolution of any dispute arising from this Customer Agreement. If Customer and Everi are unable to negotiate an amicable resolution of a dispute within fourteen (14) days from the date of notice of the dispute, or such other period as the Parties mutually agree in writing, either Party may refer the matter to arbitration as provided herein.

**9.2** Arbitration shall be initiated by written notice by one Party to the other at the address shown on the signature page, and the Commercial Arbitration Rules of the American Arbitration Association and the Federal Arbitration Act (Title 9 of the United States Code) shall thereafter apply.

**9.3** The arbitrators shall have the power to grant equitable and injunctive relief and specific performance as provided in this Customer Agreement. The arbitrator shall be selected pursuant to the Commercial Arbitration Rules of the American Arbitration Association. Except with respect to claims for breach of the obligations of confidentiality or misappropriation of intellectual property, the arbitrators shall not have the power to award indirect, special, consequential, or punitive damages; or any other damages not authorized under this Customer Agreement.

**9.4** Unless the Parties agree upon the appointment of a single arbitrator, a panel of arbitrators consisting of three members shall be appointed. One member shall be appointed by Customer and one member shall be appointed by Everi within ten (10) working days' time following the giving of notice submitting a dispute to arbitration. The third member shall be selected by agreement of the other two members. In the event the two members cannot agree upon the third arbitrator within fifteen (15) working days' time, then the third arbitrator shall be chosen by the American Arbitration Association. Alternatively, the Parties may, prior to any dispute, agree in advance upon a panel of arbitrators or a single arbitrator to which any dispute that may arise shall be submitted for resolution pursuant to this section. In determining any matter, the arbitrators shall apply the terms of this Customer Agreement, without adding to, modifying or changing the terms in any respect, and shall apply federal and Nevada state law. All arbitration hearings shall be held at a place designated by the arbitrators in the county and state in which Customer is located. If either Party brings any legal action or other proceeding for breach of the Agreement, the prevailing Party shall be entitled to recover its reasonable attorneys' fees and expenses.

**9.5** Customer expressly and irrevocably waives its immunity from suit as provided for and limited by this section. This waiver is limited to the Customer's consent to all arbitration proceedings, and actions to compel arbitration and to enforce any awards or orders issuing from such arbitration proceedings which are sought solely in United States District Court for the district in the state in which Customer is located and any federal court having appellate jurisdiction over said court. If the United States District Court for the district in the state in which Customer is located declines to accept jurisdiction for whatever reason, Customer provides a further limited waiver and expressly consents to the jurisdiction of the state courts in which Customer is located only for the purpose of actions to compel arbitration and to enforce any awards or orders issuing from such arbitration proceedings. Customer hereby expressly and irrevocably waives any application of the exhaustion of tribal remedies or abstention doctrine and any other law, rule, regulation, or interpretation that might otherwise require, as a matter of law or comity, that resolution of such suit or legal process be heard first in a tribal court of Customer. This limited waiver is specifically limited to the following actions and judicial remedies: (a) the enforcement of an arbitrator's award of money damages as limited by subsection "c" of this paragraph; (b) an action to compel or enforce arbitration or arbitration awards or orders; and (c) damages awarded against Customer shall be satisfied solely from the revenues, income and assets of Customer derived from or used in connection with the Customer's location.

## **10. General.**

**10.1** The Customer Agreement constitutes the entire agreement between the parties and all prior agreements, representations, and understandings are merged into and superseded by the statements, representations and understandings set out and included in this Customer Agreement (excluding any letter agreements between Everi

and Customer that may separately address Customer specific commercial terms). No modification of the Customer Agreement will be effective unless it is in writing and signed by the parties.

**10.2** If there is a conflict between the terms of this Customer Agreement, an Attachment, or a Transaction Document, then the terms of this Customer Agreement shall prevail.

**10.3** Customer agrees to pay Everi for all Services on a time and materials basis at Everi's then current standard rates and reimburse reasonable travel and other expenses incurred by Everi in performing Services.

**10.4** Everi, in its sole discretion, reserves the right to discontinue any Equipment, Software, or Service at any time. Everi will provide Customer with reasonable notice prior to discontinuing any Equipment, Software, or Service.

**10.5** No delay or default in the performance of any obligation by either Party, except for Customer's payment obligations, shall constitute a breach of the Customer Agreement to the extent caused by a Force Majeure Event.

**10.6** If any provision of the Customer Agreement is found or held to be invalid or unenforceable, the meaning of that provision will be construed, to the extent feasible, to render the provision enforceable in that jurisdiction and if no feasible interpretation will save such provision, it will be severed from the remainder of the Customer Agreement.

**10.7** Neither Party may assign the Customer Agreement, in whole or in part, without the prior consent of the other Party; except that Everi may assign the Customer Agreement in whole or in part to a Subsidiary or as part of the sale of a business unit or product line and Everi may assign the rights to amounts payable by Customer under the Customer Agreement.

**10.8** No failure or delay of either Party to exercise or enforce any right or remedy will act as a waiver or such right or remedy.

**10.9 TO THE EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY HEREBY IRREVOCABLY WAIVES ITS RIGHTS TO A JURY TRIAL OF ANY DISPUTE OR CAUSE OF ACTION BASED UPON, ARISING OUT OF, OR OTHERWISE RELATED TO THE CUSTOMER AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREBY. EACH PARTY RECOGNIZES AND AGREES THAT THE FOREGOING WAIVER CONSTITUTES A MATERIAL INDUCEMENT FOR IT TO ENTER INTO THE CUSTOMER AGREEMENT AND THAT EACH OF THE PARTY'S RESPECTIVE SUBSIDIARIES SHALL BE ENTITLED TO ENFORCE THE TERMS OF THIS JURY TRIAL WAIVER. EACH PARTY REPRESENTS AND WARRANTS THAT IT HAS REVIEWED THIS WAIVER WITH ITS LEGAL COUNSEL AND THAT IT KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL. THE FOREGOING JURY TRIAL WAIVER SHALL SURVIVE THE CLOSING OR EARLY TERMINATION OF THE CUSTOMER AGREEMENT.**

**10.10** Any notice or consent required or permitted to be given shall be in writing and will be served upon the other by: (i) internationally recognized overnight delivery service (e.g., FedEx, UPS or DHL Express) at the address shown on the signature page and shall be considered delivered three (3) days after deposit with the delivery service; or (ii) by electronic mail, to the email address shown on the signature page or as otherwise provided by a Party, and shall be considered delivered one day after transmission.

**10.11** This Customer Agreement may be executed in one or more counterparts either by pen or electronic signature, each of which shall be deemed an original, but all of which together shall respectively constitute one and the same instrument. Copies (e.g., scans, photocopies, and pdfs) of an original signed document have the same effect as the original. A person who is not a Party to the Customer Agreement has no rights to enforce its terms.

**10.12** Customer authorizes each Subsidiary of Customer to execute Attachments and Transaction Documents and guarantees the obligations of each Subsidiary under the Customer Agreement and each Attachment and Transaction Document executed by each Subsidiary of Customer. Each Subsidiary of Customer which executes an Attachment or a Transaction Document shall be bound by this Customer Agreement as a Customer.

**10.13** Each Party represents and warrants that it is not prohibited by any prior agreement with any third-party from entering into the Customer Agreement and/or fully performing its obligations under the Customer Agreement and it has not entered into any agreement with any third-party the terms of which contradict or violate the terms of the Customer Agreement.

**AGREED AND ACCEPTED:**

**Legal Entity**

By: \_\_\_\_\_

Print: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**AGREED AND ACCEPTED:**

**Everi**

By: \_\_\_\_\_

Print:

Title:

Date: \_\_\_\_\_

**Everi Customer Agreement  
Attachment for Purchased Equipment**

This Attachment for Purchased Equipment (this “**Purchased Equipment Attachment**”) is part of the Customer Agreement between Everi and LEGAL ENTITY and is governed by the terms thereof.

1. **Scope.** This Purchased Equipment Attachment contains terms and conditions that govern purchases of Equipment by the Customer from Everi pursuant to a Transaction Document (the “**Purchased Equipment**”).
2. **Pricing.** The price of the Purchased Equipment is set forth in the applicable Transaction Document.
3. **Trade-In Machines.** The Customer shall deliver each gaming machine accepted by Everi as a trade-in machine free and clear of any liens or encumbrances, in good working order, parts complete, and in aesthetically good condition. Title and risk of loss to each such gaming machine shall transfer from the Customer to Everi upon delivery and acceptance. If allowed by the applicable regulatory body and agreed to by Everi in writing, the Customer may provide proof of destruction (such as providing the serial tag) of each such gaming machine reasonably acceptable to Everi in lieu of delivery of each such gaming machine.
4. **Maintenance.** It is the sole responsibility of the Customer to inspect and maintain the Purchased Equipment. The Customer will defend, indemnify and hold Everi harmless against claims, damages and expenses that arise from its failure to inspect and maintain the Purchased Equipment.
5. **Recycled Materials.** In conjunction with Everi's efforts to use materials that can be recycled, some of the component parts contained in the Equipment may have been previously used, refurbished, and returned to the same condition as if newly manufactured prior to installation. All such component parts are covered by the same Everi limited warranty.

## Everi Customer Agreement Attachment for Leased Equipment

This Attachment for Leased Equipment (this “**Leased Equipment Attachment**”) is part of the Customer Agreement between Everi and LEGAL ENTITY and is governed by the terms thereof.

- 1. Scope.** This Leased Equipment Attachment contains terms and conditions that govern leases of Equipment by Everi to the Customer pursuant to a Transaction Document (the “**Leased Equipment**”).
- 2. Lease Term.** The term of any Leased Equipment shall commence upon the installation of the applicable Leased Equipment and continue for the period specified in the applicable Transaction Document, and shall renew monthly until terminated by either party upon thirty (30) days’ prior written notice (the “**Lease Term**”).
- 3. Pricing.** The price of the Leased Equipment is set forth in the applicable Transaction Document.
- 4. Payment.** Payment terms shall be set forth in the applicable Transaction Document. Failure to make payments on a timely basis shall be deemed a breach of the Customer Agreement. Except for Services Everi expressly agrees to provide pursuant to this Leased Equipment Attachment or a Transaction Document, all Services will be billed to Customer at Everi's current rates.
- 5. Participation Reporting.** For Leased Equipment placed on a Participation basis Customer will: (i) calculate and report the payments due for the Leased Equipment on a pro forma invoice provided by Everi; and (ii) provide any reasonably requested information to substantiate the payment calculation.
- 6. Wide-Area Progressive (“WAP”) Leased Equipment.** The terms in this section shall be specifically applicable to WAP Leased Equipment.
  - 6.1 Revenue Sharing.** Everi's percentage of the Gross Handle for the WAP Leased Equipment shall be set forth in the applicable Transaction Document and is due within ten (10) days of the date of each invoice. At the end of the month following a win of the top or mini-progressive prize, Everi will provide the Customer with appropriate accounting information for the Customer's computation of deductions, if any, for tax and fee purposes. All taxes and fees relating to the operation of the WAP Leased Equipment except for Everi's corporate income taxes and licensing fees shall be the sole responsibility of and timely paid by the Customer.
    - 6.1.1** For WAP Leased Equipment in Nevada, Everi's proportionate share of the applicable gaming taxes and license fees shall be calculated and provided to Customer as a gaming tax credit in accordance with the Everi WAP Leased Equipment pro forma invoice submitted each week.
  - 6.2 Responsibility for WAP Prizes.** Everi shall be solely responsible for the payment of the top progressive jackpot prizes and secondary progressive jackpot prizes that are funded by the WAP Leased Equipment, validly won by patrons of WAP Leased Equipment. Customer shall be solely responsible for all other progressive prizes validly won by patrons of WAP Leased Equipment. For the sake of clarity, Everi shall only be responsible for progressive prizes that are paid via the Prize Fund. If Customer has any questions as to which progressive prizes are Customer’s responsibility, Customer should consult the relevant Everi product literature. The Customer and Everi, as applicable, shall be responsible for ensuring compliance with any statutory or regulatory requirements pertaining to public disclosure of periodic payments of progressive system jackpots, to ensure that patrons are fully advised of such periodic payments.
  - 6.3 Prize Fund Management.** Everi shall continuously secure its obligation to pay prizes in an amount equal to the minimum value required by the applicable gaming authorities with cash, US Treasury securities or financial instruments (such as letters of credit or surety bonds) (the “**Prize Fund**”). Everi shall advance the initial minimum value of the top progressive prize and additional advances, without interest, to make up the difference, if any,

between a top progressive prize win and the Prize Fund. Any advances provided by Everi shall be reimbursed when sufficient funds are available from the Prize Fund. Everi will determine, in its sole discretion, the portion of the Prize Fund that accrues to the top progressive prize meters, subject to any required approval of applicable gaming authorities. The Customer hereby acknowledges that Everi has the full power and authority to take any lawful action to create, fund, invest and manage the Prize Fund. Everi will retain any interest, dividends and other assets from or relating to the Prize Fund over and above that necessary to meet the obligations to winning patrons, notwithstanding any other provisions of the Customer Agreement.

**6.4 Win Procedures.** Upon any win of a top progressive prize or mini progressive jackpot prize from the WAP Equipment, the Customer will promptly notify Everi and the appropriate gaming authority representative (if applicable) that such a jackpot has occurred; immediately place appropriate security to prevent further play on the WAP Equipment in question until the technical remote jackpot verification has occurred, or the arrival of the authorized Everi representative and the appropriate gaming authority representative (if applicable); prohibit any opening, power shutdown, reset or other handling of the WAP Equipment in question until the authorized Everi representative arrives; inform and advise the prospective winner that gaming regulations require that all primary progressive jackpot wins be verified and validated before payment is made; refrain from congratulating the prospective winner, celebrating the possible win or displaying banners celebrating the possible win until the possible win has been verified and validated. Everi and the Customer shall verify and validate the possible win in cooperation with the applicable gaming authority (if required). Only upon full verification and validation of the possible win and the correct amount shall payment be made. The primary progressive jackpot shall only be payable to bonafide winners. If ordered by a final determination of the applicable gaming authorities or a court of competent jurisdiction to pay a disputed primary progressive jackpot, such primary progressive jackpot shall be conclusively deemed a bonafide win for purposes of the Customer Agreement.

## **7. Leased Equipment Services.**

**7.1 Installation; Repair.** Everi will deliver and install the Leased Equipment at the Location set forth in the applicable Transaction Document. Except for the Customer's maintenance obligations described below, Everi will provide replacement parts and repair the Leased Equipment.

**7.2 Inspection.** The Customer shall allow Everi to inspect the Leased Equipment at the Location upon notice to Customer and during reasonable hours in order to confirm the Customer's compliance with its obligations under the Customer Agreement and shall correct any deficiencies promptly upon notice from Everi. Leased Equipment may not be moved outside of the Location without the prior written consent of Everi. Further, Customer shall consult with Everi prior to moving any Leased Equipment within the Customer's Location.

**8. Maintenance.** The Customer shall provide routine operator maintenance suitable power, lighting, temperature control, and other requirements for the proper operation of the Leased Equipment in accordance with industry standards. Damage to the Leased Equipment or interruption to game play as a result of the Customer's failure to supply basic operational necessities shall be the sole responsibility of the Customer.

**9. Title; Encumbrances.** Everi retains title to the Leased Equipment. During the Lease Term, the Leased Equipment shall be and shall remain movable personal property and the Customer agrees to take all action reasonably requested by Everi or necessary to ensure that the Leased Equipment retain such status. Customer shall keep the Leased Equipment free and clear of liens, security interests, attachments, seizures and encumbrances of any kind (except those arising solely through the acts of Everi), and will immediately notify Everi if any such lien, security interest, attachment, seizure or encumbrance is claimed or arises.

**10. Assumption of Risk.** The Customer assumes all risk of loss or damage to the Leased Equipment during the Lease Term. If the Leased Equipment is lost, stolen, destroyed, damaged beyond repair or in the event of any condemnation, confiscation, seizure or expropriation of such Leased Equipment, the Customer shall promptly notify Everi of the same, and pay to Everi the fair market value of the Leased Equipment.

**11. Insurance.** The Customer shall obtain and maintain at its own expense during the Lease Term such public liability and property damage insurance as is customarily maintained by prudent operators of similar businesses and name Everi as an additional insured. The Customer will also maintain property insurance on the equipment naming Everi as loss payee. The Customer shall deliver certificate(s) of such insurance to Everi addressed to: Everi, 6355 South Buffalo Drive, Las Vegas, NV 89113, Attn: Corporate Risk Management, and shall require that the carrier(s) of all such insurance give Everi not less than sixty (60) days' prior written notice of any change to or cancellation of the related policies.

**12. Return of Leased Equipment.** Following the minimum Lease Term, Leased Equipment may be removed by either Party upon thirty (30) days' prior written notice to the other Party. Absent the Customer's exercise of a buyout option, if any, upon expiration or termination of the Customer Agreement or termination or expiration of any Lease Term, the right and interest of the Customer in and to the Leased Equipment shall absolutely cease and shall coordinate with Everi on the return of the Leased Equipment. The Leased Equipment shall be returned in the same condition as received by the Customer, normal wear and tear excepted. Everi may at its option have the Leased Equipment repaired and charge the costs of such repair to the Customer and the Customer will pay to Everi, in addition to any other sums due and payable hereunder, such costs. All remedies of Everi are cumulative, are in addition to any remedies provided for by law, and may, to the extent permitted by law, be exercised concurrently or separately.

**13. Personal Data.** Everi, its Subsidiaries and third-party suppliers may process personal data to perform obligations under the Customer Agreement. Customer warrants that it has obtained the necessary consents in accordance with applicable data protection laws to enable Everi to carry out such acts. Customer will indemnify Everi for any costs, expenses or other liability which arise due to Customer's failure to obtain required consents.

**14. Definitions.** The following terms may be referenced in a Transaction Document:

“**Flat Fee**” is a fee charged to the Customer per Leased Equipment, per day, payable monthly for the use of the Leased Equipment.

“**Net Win**” is the cumulative amounts wagered by patrons at Customer's Location(s) less amounts won. Free play, promotional and/or marketing credits may not be deducted in calculating Net Win.

“**Participation**” is a percentage of the Net Win generated by a Leased Equipment per day, with no negative wins being accepted under any circumstances.

“**Gross Handle**” shall be the sum of all wagers accepted by a WAP Leased Equipment at a Location.

“**Instant Win**” is an award payable immediately to the bonafide winner of WAP Leased Equipment upon verification of the win.

“**Periodic Payment**” is an award of a top progressive prize of WAP Leased Equipment, upon verification of the win, that is payable in annual installments over an extended period of time, established by Everi in its sole discretion, subject to the approval of the applicable gaming authorities, if required, unless the winner opts to receive the payment as a discounted lump sum, if applicable.