SPORTS INFORMATION SERVICES LIMITED AND SIS RACING LIMITED

CONDITIONS OF USE

EFFECTIVE FROM 1 OCTOBER 2026

UK, ISLE OF MAN & CHANNEL ISLANDS

PART 1 - STANDARD TERMS

1 Definitions

1.1 Words and expressions defined in the Principal Agreement will have the same meaning in these Conditions. If any terms in the Principal Agreement are inconsistent with these Conditions, the terms in the Principal Agreement will apply. The expression "**this Agreement**" means the Principal Agreement and the Conditions together.

1.2 For the purposes of this Agreement the following words will have the following meanings.

"**Affiliate**": means any company which is a Subsidiary or Holding Company of your company, or any company which is a Subsidiary of such Subsidiary or Holding Company. "Subsidiary" and "Holding Company" shall have the meanings ascribed to them in section 1159 of the Companies Act 2006 .;

"**Audio**": means the audio service covering race meetings and other sporting events provided by us including horse race commentaries;

"**Authorised Purposes**": means one or more of the purposes set out in Part 2 of these Conditions for which you are authorised by us to use the Selected Services;

"**BHA**": means the British Horseracing Authority, which is currently located at 75 High Holborn, London, WC1V 6LS (or any successor body);

"**British Content**": means any Content relating to British Events that is comprised in the Selected Services;

"**British Racecourses**": means the British Racecourses listed in the "List of Venues" from time to time located at www.sis.tv/legal/;

"**British Rules**" means the British racing industry rules which from time to time govern the CCR Events and the RMG Events including "The Orders and Rules of Racing" published from time to time by the BHA;

"**CCR**": means Chelmsford City Racecourse, Chelmsford CM3 1QP;

"**CCR Content**": means any Content relating to CCR Events that is comprised within the Selected Services;

"**CCR Event**": means a horseracing meeting held at CCR under the British Rules during the Term;

"**Content**": means the audio and/or information (whether in text or raw data or other form) and/or visual images forming the Selected Services, comprising the Core Content and the Non-Core Content;

"**Core Content**": means the British Content, the CCR Content, the Irish Content, the RMG Content and the Greyhound Content;

"**Data**": means the data comprised in the Display Service;

"**Display Service**": a Selected Service comprising of pre-formatted text information and/or data services comprising textual information relating to race meetings and other sporting events including but not limited to entrants, betting information and results;

"**Equipment**": means all or any of the text display system, satellite receiver/decoders and/or TCP/IP set-top boxes and associated equipment, connection points, telecommunications cables and/or monitors and all cables, leads, plugs and connectors through which the Selected Services must (unless otherwise agreed by us) be received (including any additional or substitute equipment) to be purchased by you or supplied by us and/or the TO;

"**Greyhound Content**": means coverage of greyhound racing from the Greyhound Tracks;

"**Greyhound Tracks**": means the greyhound tracks listed in the "List of Venues" located at www.sis.tv/legal/, which SIS may vary on notice to you from time to time;

"**GWS Content**" means any Content relating to GWS Events that is comprised within the Selected Services;

"**GWS Event**" means a horseracing meeting held at a GWS Racecourse during the Term;

"GWS Race" means a horse race comprised within a GWS Event;

"GWS Racecourses": means the GWS racecourses listed in the "List of Venues" from time to time located at www.sis.tv/legal/;

"**GWS Rightsholder**" means 1st Global Wagering Solutions LLC, a company registered in the United States of America with company number 98-0541421 and whose registered office is at 1209 Orange Street, Wilmington, Delaware, USA;

"Irish Event": means a horseracing meeting held at an Irish Racecourse under the Irish Rules during the Term;

"Irish Racecourses" means the Irish racecourses listed in the "List of Venues" from time to time located at www.sis.tv/legal/;

"Irish Content": means any Content relating to Irish Events that is comprised within the Selected Services;

"Irish Rules": means the Irish racing industry rules which from time to time govern Irish Events including "The Rules of Racing and Irish National Hunt Steeplechase Rules" published from time to time by the Irish Turf Club of The Curragh, Co. Kildare, Ireland and any other directives published from time to time by the Irish Turf Club of The Curragh, Co. Kildare, Ireland, and any other directives published from time by Horse Racing Ireland of The Curragh, Co. Kildare, Ireland (or any successor body);

"**Intellectual Property Rights**" means any current and future intellectual property rights, including:

(a) copyrights, trade marks, trade names, domain names, rights in logos and get-up, inventions, confidential information, trade secrets and know-how including commercial know-how, design rights, patents, utility models, semi-conductor topographies, all rights of whatsoever nature in computer software and data, rights in databases, privacy rights; and

(b) all intangible rights and privileges of a nature similar, analogous or allied to any of the above;

"**Licences**": means any and all licences and permissions required under any and all relevant legislation and regulations currently in force or otherwise required at any time from any national,

local or any other relevant authority or body or from any other person for or in connection with the reception of the Selected Services and/or the installation of the Equipment at the Premises and reproduction, display and performance of the Selected Services at the Premises, and their use in connection with betting activities. For the avoidance of doubt, for the purposes of this definition, a person shall include any Third Party Content provider;

"**Non-Core Content**": means Content other than Core Content, and which from time to time may include (but is not limited to) coverage of horseracingand/or greyhound racing from France, Latin America, UAE, and the USA, and virtual content;

"**Picture Service**": means either or both of the services provided by us currently known as "Full Audio and Captions Televised Service" (FACTS) and SIS+ respectively (and any successor service(s)) comprising Audio and captions for race meetings and other sporting events covered by us and television coverage of selected race meetings and other sporting events;

"**Premises**": means the sites in the Territory as set out in the Principal Agreement (or the Schedule) to which the Selected Services are supplied under this Agreement;

"**Relevant Requirements**": as defined in Condition 14;

"**Relevant Tax**": means any Tax which is calculated, assessed or estimated on the basis whether solely or not of the nature, business or any activities whatsoever of you or us or of the contractual relationship between you and us under this Agreement, but does not include any tax which is calculated, assessed or estimated purely on profits accruing to us;

"**RDC End User Certificate"**: means the RDC (or successor body) End User Certificate terms located at www.sis.tv/legal/ (as such terms may be amended or updated by SIS from time to time);

"**Rights Holder**" means any third parties who hold the rights (including rights of access to collect and collate data and audio-visual content) in any content comprised within the Selected Services and/or licenses any content comprised within the Selected Services to SIS;

"**RMG Content**": means any Content relating to RMG Events and/or RMG Races that is comprised within the Selected Services;

"RMG Event": means a horseracing meeting held at a RMG Racecourse under the British Rules during the Term;

"RMG Race": means a horse race comprised within a RMG Event;

"RMG Racecourses": means the RMG racecourses listed in the "List of Venues" from time to time located at www.sis.tv/legal/;

"**RMG Rightsholder**" means Racecourse Retail Business Limited, a company incorporated in England and Wales under company number 09776843 and whose registered office is at 10th Floor, The Met Building, 22 Percy Street, London W1T 2BU;

"**Schedule**": means the schedule to the Principal Agreement that lists the Premises to which the Selected Services are provided as at the date of this Agreement, and which (as varied to reflect changes to your estate from time to time during the Term) will accompany our invoices in respect of the Service Fees;

"**Selected Services**": means the Selected Services referred to in the Principal Agreement;

"**Service Fee**": means the annual service fee set out in the Principal Agreement;

"**Start Date**": means the later of the date (a) as set out in the Principal Agreement; or (b) on which the Premises (or any of them) first receives any of the Selected Services;

"**Tax**": means any tax, duty, levy, licence fee or impost, or combination of such, which is payable by or to be collected by us, whether raised or imposed by a national, local or any other authority;

"**Term**": means the fixed term of this Agreement as set out in the Principal Agreement;

"**Territory**" means the United Kingdom, the Isle of Man, the Channel Islands and Ireland;

"**Third Party Content**" means any audio and/or information in text or raw data from and /or visual images comprised or contained within the Selected Services that we are not entitled to license to you, the intellectual property or other ownership rights in which belong to a third party (the details of which we shall notify you of at any time during the Term); and

"**TO**": means the telecommunications operator and/or contractor responsible from time to time for carrying out certain telecommunications services relating to this Agreement.

2 Conditions of Licence

2.1 **This Agreement and the rights granted to you under it does not confer upon you any right to use or distribute or to authorise others to use or distribute the Selected Services for any purpose other than the Authorised Purposes.** In particular, you are **not** entitled to:

(A) make, and are not entitled to authorise or permit any third party to make, any copies of the Content (and/or any part(s) of it); and/or

(B) adapt, alter, modify, edit, store, transcribe or relay the Content in any medium (whether physical or electronic); and/or

(C) decrypt, attempt or authorise any other person to decrypt or attempt to decrypt the data feed comprised within the Selected Services,

without our prior written consent, which we may give or withhold in our absolute discretion. For the avoidance of doubt, you acknowledge that the restrictions set out in this Condition 2.1 mean that (save as expressly agreed otherwise with us in writing and as otherwise expressly permitted elsewhere in this Agreement) you shall not be entitled to disaggregate any of the Content comprised within the Selected Services (including without limitation for the purpose of creating an own branded service or channel comprising any or all the Content or for the purpose of inserting the Content in a own branded programme, service or channel) and you shall only be permitted to display the Content in the format received by you from SIS, without any modification or alteration of the Content of any kind (including without limitation without the addition of any new or different branding to the Content or re-ordering or separation of the Content).

2.2 You must not supply or enter into any agreement or other arrangement to supply or relay the Selected Services or the Content or any part(s) of them to any other body or person including, but not limited to:

(A) any other bookmaker (except with our prior written consent);

(B) any operator of television services (whether digital or analogue or whether existing or hereafter devised) including cable television, master antennae television, satellite television or terrestrial television broadcast services or systems;

(C) any operator of a Computer Network Service;

(D) any provider or operator of news or information services and/or systems; and

(E) any third-party contractor who provides services to the Customer (whether in connection with betting operations or otherwise),

without SIS's prior written consent, which SIS may give or withhold in its absolute discretion. In addition, you must not permit any other body or person to switch or otherwise interfere with the Equipment and/or the signals or other media by which the Selected Services are transmitted to and/or displayed at the Premises.

2.3 Without prejudice to the terms of Conditions 2.1 and 2.2 above, you acknowledge that: (a) the distribution of the RMG Content (in whole or in part) in unencrypted form; and/or (b) the exhibition, distribution or use of the RMG Content (in whole or in part) in any way outside of the Premises, will significantly impact upon the RMG Rights Holder's and its Affiliates' other businesses and the arrangements which the RMG Rights Holder and the relevant Owners may have with third parties. In particular, you agree and undertake that the Content shall be restricted to use within the Premises only.

2.4 You must keep and operate the Equipment in a proper and prudent manner and in accordance with any instructions issued by us from time to time.

2.5 You must immediately notify us in writing of any deterioration of or failure in the reception of the Selected Services by you that is or may be due to a transmission fault. You must maintain a record of any deterioration or failure in the form we may reasonably require.

2.6 You agree that:

(A) you will use the Selected Services and the Content entirely at your own risk;

(B) we give no warranty that supply of the Selected Services will be uninterrupted, or that the Content or results from the Selected Services will be accurate;

(C) we may add to or vary the Non-Core Content or any part of it, or remove any part of it at our discretion;

(D) if you make any use of the Selected Services or the Content which is not an Authorised Purpose, we shall be entitled to terminate this Agreement immediately; and

(E) you alone are responsible for ensuring that you have obtained all the Licences you require for your intended activities.

2.7 You acknowledge that the supply of the official British Pre-Race Data composed within the Content is governed by the terms of the RDC End User Certificate and you agree .to comply with and be bound by such terms.

3 Warranties and Indemnities

3.1 You represent, warrant and undertake that:

(A) you possess full power and authority to enter into and perform this Agreement;

(B) before the Start Date, you will have obtained all Licences and entered into all necessary arrangements with any and all other third parties which are required in order for you to lawfully and properly receive the Selected Services and/or use the Equipment at the Premises for the Authorised Purposes;

(C) before any of the Licences lapse, expire or further Licences are required, you will obtain any extension or new Licences which are required in order for you to lawfully and properly receive the Selected Services and/or use the Equipment at the Premises for the Authorised Purposes;

(D) you will comply with the conditions of any Licence (and pay or procure payment of any fees or charges payable for all Licences) and with all pertinent legislation and regulations and will not wilfully or negligently do anything which might cause such Licences and/or permissions to be suspended or withdrawn;

(E) you will not supply or enter into any agreement or other arrangement to supply, license or otherwise distribute or broadcast the Selected Services or any part of its Content to any third party (and will not permit a third party to view the Selected Services for the purpose of making its own commentary);

(F) you will keep us fully indemnified from and against all liabilities, damages and loss (including but not limited to reasonable legal fees) suffered or incurred by us or awarded against us in consequence of or arising out of:

(i) any breach or non-performance by you of any of the covenants, warranties, representations, obligations and undertakings or agreements under this Agreement, including without limitation, your breach of Conditions 3(E) and 3(F); or

(ii) any use by you and/or by any person firm or corporation authorised or permitted by you of the Selected Services or any of the Content and/or copies of the Content in a manner not authorised under this Agreement; or

(iii) any breach by you of the terms and conditions of your Licences.

3.2 You acknowledge and agree that any breach of this Agreement could cause injury to us and damages would not be an adequate remedy. If you breach or threaten to breach any provision of this Agreement, we shall be entitled (in addition to claiming damages) to apply for equitable relief in any court of competent jurisdiction and you shall not oppose any such application. Nothing contained in this Agreement shall be construed as prohibiting us from pursuing any other remedies available to us for a breach or threatened breach.

RMG warranties

3.3 You warrant, represent and undertake that:

(A) you shall use the RMG Content only in accordance with the rights granted in this Agreement and for the purposes of trading and/or settlement of bets on the Content that are accepted in your Premises to which the general public have access;

(B) you will not use or display in your Premises any audio-visual coverage from the RMG Events or data from the RMG Events within the fields set out in Race Day Data Annex other than as provided comprised within the Selected Services;

(C) you shall show full audio-visual coverage of each RMG Race from each of the RMG Events in full in each and every Premises throughout the Term.

Irish warranty

3.4 Without prejudice to the terms of Condition 3.1, you agree that you shall comply with all applicable legislation in force in Ireland which requires betting operators, based in or outside Ireland, to be licensed by the relevant Irish authorities for such activities in order to take bets on horse racing from persons located in Ireland. You acknowledge that breach of this Condition 3.4 shall constitute a breach of this Agreement enabling SIS to terminate this Agreement in accordance with Condition 7.2(E).

3.5 GWS warranty

You warrant, represent and undertake that in respect of GWS Content:

(A) you shall implement and maintain industry standard measures designed to prevent unauthorised access to, copying, distribution or use of GWS Content;

(B) you shall promptly notify SIS of any actual or suspected unauthorised use, distribution or availability of GWS Content and shall comply with any reasonable directions of SIS relating to the prevention, investigation or remediation of such activity, including any requirement to suspend receipt or use of GWS Content until the issue has been resolved;

(C) you shall co-operate with SIS and any applicable rights holder in investigating any suspected piracy or unauthorised use of GWS Content;

(D) you shall not retain race data after the relevant race has concluded except to the extent reasonably required for betting settlement, regulatory compliance or audit purposes;

(E) upon expiry or termination of your right to receive GWS Content, you shall cease use of and delete all GWS Content save to the extent retention is required for betting settlement, regulatory compliance or audit purposes;

(F) you shall comply with any branding, naming, trade mark, logo and content display requirements notified by SIS from time to time relating to GWS Content;

(G) you shall promptly notify SIS of any suspicious betting activity or integrity concern relating to any event comprised within GWS Content; and

(H) you shall not represent or imply that GWS endorses or is otherwise connected with your business except where expressly authorised in writing, and you shall not engage in any conduct which may reasonably be expected to damage the reputation, goodwill or commercial interests of GWS.

(I) Any breach of this Condition 3.5 shall constitute a material breach of this Agreement

3.6 We shall indemnify you on demand from and against any and all costs, damages, expenses (including reasonable legal costs and expenses), losses and liabilities suffered or incurred by you as a result of or in connection with:

(A) any claim against you that any Content, that is included as part of any of the Selected Services breaches a third party's Intellectual Property Rights; and/or

(B) any claim against you that use or supply of the Selected Services under this Agreement breaches a third party's Intellectual Property Rights.

4. Equipment

4.1 Unless you own the Equipment:

(A) you acknowledge that the Equipment is our (or the TO's) sole property and you will not remove any proprietary notices that we may fix to the Equipment;

(B) you will not (and you will not purport to) sell, assign, transfer, let, hire, charge, pledge or mortgage or otherwise dispose of the Equipment;

(C) you will not (and you will not permit any person other than us, the TO or our nominee to) remove the Equipment from the Premises; and

(D) upon termination or expiry of this Agreement (however arising), you will promptly permit us, our agent or subcontractor and/or the TO to have access to and enter the Premises for the purposes of removing the Equipment together with all and any material

supplied by us and/or the TO (other than any cable or wiring fixed to the Premises) and will provide full assistance and co-operation in this regard.

4.2 The following conditions will apply if you have contracted us to install and/or maintain the Equipment as a Selected Service:

(A) You will permit us and the TO and our respective employees, agents and subcontractors to have access to the Equipment during your normal business hours (or such other times that we may agree with you) for the purpose of installing, adjusting, repairing and/or replacing the Equipment. You will assist and co-operate with us and the TO in this regard.

(B) We will, on or before the estimated start date, install the Equipment at the Premises at no additional cost to you (except where we are entitled to charge additional amounts under Condition 4.2(D) and (E) below) so long as you have, on or before the date required by us;

(i) complied with Condition 3.1(B);

(ii) provided a suitable environment and accommodation for the Equipment at the Premises, including any electricity supply and appropriately configured connection points for the Equipment (including for broadband or other IP network access where Selected Services are delivered by TCP/IP) at the Premises; and

(iii) executed and delivered to us this Agreement and properly completed a direct debit or standing order instruction in our favour in respect of the Service Fee payable under this Agreement.

and subject to you permitting us and the TO and our respective employees, agents and/or subcontractors to have access to the Premises as and at the time they may reasonably require for the purposes of inspecting the Premises to check that all necessary work has been carried out in preparation for the installation of and for installing the Equipment.

(C) You will at all relevant times both before and after the Start Date at your expense ensure a suitable and safe working environment for those of our employees and agents and those of the TO who are supervising or carrying out the installation, maintenance, adjustment, repair and/or removal of the Equipment at the Premises. You will at our request make available a member of your staff who is familiar with the Premises and your safety procedures to accompany such employees or agents while they are on the Premises.

(D) If, as a result of your failure to prepare the Premises in good time before the Start Date for the installation of the Equipment as required by Condition 4.2 (C), we or our agent or subcontractor believe that the Equipment cannot be safely installed or if installed would not function safely and properly, we may delay such installation until a reasonable time after we are satisfied that the Premises have been suitably prepared for the installation of the Equipment. We also may charge you an amount equal to any costs that we may incur if you fail to prepare the Premises in good time prior to the Start Date.

(E) If direct reception of the Selected Services from our satellites is not possible, we may charge you for any additional Equipment required from time to time, as well as for any hoisting, scaffolding or other apparatus or services specifically required to install an alternative means of receiving the Selected Services.

4.3 You acknowledge that only qualified and trained personnel are permitted to connect items to or detach items from the Equipment. You will not, and will not allow any third party to, damage, tamper with, or (except by qualified and trained personnel) modify, adjust, maintain, move or attach any other equipment, machine or apparatus directly or indirectly to or place anything in electrical connection with the Equipment without our written consent. You acknowledge that we may charge a fee that you must pay us as a condition of our giving consent under this Condition. You agree that your breach of this Condition 4.3 will entitle us to:

(A) charge you for the cost of repairing or replacing the Equipment as a consequence of any faults or damage caused by unauthorised tampering or connection of third party items to it; and/or

(B) terminate the Agreement in accordance with Condition 7.2(A).

4.4 You will be solely responsible for any loss of or damage to any Equipment owned by us or the TO whilst it is installed or otherwise on the Premises or otherwise within your possession or control whether or not this results from your fault or negligence. You must inform us as soon as possible of any such loss or damage and pay for or reimburse to us our costs of replacing and/or repairing any Equipment which is lost, damaged (excluding fair wear and tear) or destroyed.

4.5 We give no warranty, representation or contract terms in relation to the Equipment except as expressly set out in this Agreement. Our only liability in respect of the Equipment is to repair or replace the Equipment (at our sole discretion) in accordance with the terms of this Agreement and subject to any right that we may have to charge you for any maintenance or repair visits requested by you.

4.6 We may charge you in accordance with our rate card ruling at the relevant time for any maintenance or repair visits requested by you and/or replacement Equipment required by you, if the engineer dispatched by us (or our support desk) forms the view that:

(A) no maintenance or repair is required (i.e. 'no fault found'); or

(B) the maintenance, repair or replacement that is required is due to a breach by you of your obligations under this Agreement or is covered by Condition 4.4; or

(C) our engineer is not allowed access to the Premises and/or the relevant Equipment at the required time.

4.7 In addition to the charges referred to in Condition 4.6, we may also charge you for any hoisting, scaffolding or other apparatus specifically arranged by us in connection with a Premises visit and/or any other third-party costs incurred by us at your request.

4.8 If you wish to upgrade the Selected Services supplied under any Agreement or alter or add to the Equipment you must contact us and, if we agree to such upgrade, we will arrange for the necessary work to be carried out, including the installation of any necessary additional equipment subject to you agreeing an appropriate adjustment to the Service Fee to reflect the prevailing rate payable for such upgrade and entering into any further agreement which we may require.

4.9 You will not and you will not allow any other person to use the Equipment for any purpose other than the Authorised Purposes. You agree that your breach of this Condition 4.9 will entitle us to terminate the Agreement in accordance with Condition 7.2(A).

4.10 Notwithstanding Condition 4.1(C) above, if you wish to remove the Equipment from the Premises and install any or all of the Equipment in new premises in the Territory in substitution for the Premises you:

(A) must have satisfied us and/or the TO that you have obtained all relevant Licences for the new premises and that the new premises are suitable for the installation of the Equipment and the reception of the Services; and

(B) acknowledge that we shall be entitled to charge you and that you will pay us a transfer fee.

Upon the completion of such installation the new premises will be substituted for the Premises and with effect from such date all references to the Premises in this Agreement will refer to the new premises.

4.11 You must employ all reasonable and practicable measures to prevent interference with, theft of, unlawful reception, exhibition, copying, broadcasting, communication to the public or use any of the Content, the Selected Services or any other material supplied to you by us. You must notify us promptly in writing of any such unlawful reception, exhibition, copying, broadcasting, communication to the public or use of the Selected Services (or any part of it) or any other material which we supply to you and you must consult with us regarding ways in which to prevent and deter such unauthorised use.

4.12 Without prejudice to the terms of Condition 4.11, you must not override any configuration or settings relating to the Equipment that are set or prescribed by us or the manufacturer, or otherwise tamper with the Equipment (including making any attempt to 'break' any decoder encryption key) or assist or enable any third party to do so.

4.13 You must co-operate and comply with any recall programme or similar instruction in relation to the Equipment from us, the relevant manufacturer or any other relevant person in the supply chain.

4.14 We may enter the Premises from time to time during the Term, during your normal business hours, for the purposes of inspecting the Equipment in order to check that you are complying with your obligations under this Condition 4 and to ensure that you are not using the Equipment and the Selected Services for any purposes other than the Authorised Purposes. You will provide us with access to the Premises for this purpose and will provide all requested assistance to enable us to carry out such inspection.

4.15 You acknowledge that the Equipment and Selected Services embodies confidential proprietary technology belonging to us, and you undertake that except as expressly authorised by us in writing:

(A) you shall not make any inventions or developments using or based on the Equipment and Selected Services including the Display Service, and if any such inventions or developments are made, you shall at our request and cost do all such further acts and execute all such documents as may from time to time be necessary to assign to us all Intellectual Property Rights in such inventions or developments to us or our nominee;

(B) you will not use the Display Service directly or indirectly to procure a commercial benefit to you or a commercial disadvantage to us. For the purpose of this Condition 4.15(B), a commercial disadvantage shall include, but not be limited to:

(i) supporting any patent applications being made by you or by any third party;

(ii) obtaining or submitting evidence to support an allegation of patent infringement; or

(iii) anything you do or authorise any third party to do in connection with the design, test, manufacture or modification of hardware (which includes software

incorporated in or used in conjunction with such hardware) driven by the Display Service.

5. Service Fee

5.1 You must pay us the Service Fee by direct debit or standing order by monthly instalments in advance. The first instalment will be due on or before the Start Date and will include all sums due for the period from the Start Date to the end of that calendar month. Subsequent instalments will be due on or before the first day of each month. We reserve the right to charge an additional administration fee in relation to any payments made other than by standing order or direct debit.

5.2 The Service Fee and any other amounts payable by you under this Agreement are exclusive of Value Added Tax or other sales taxes, which will be charged at the appropriate rate if applicable. You must pay all Value Added Tax or other sales taxes that become payable in any jurisdiction as a result of your use or receipt of the Selected Services.

5.3 We shall be entitled to charge you for any bank charges (if any) that are incurred by us in connection with processing your payments.

5.4 If you are required by law to deduct withholding tax from payments under this Agreement, you shall only do so if you (a) inform us of your intention to do so in writing before deducting any such amounts; (b) promptly provide us with all receipts issued by the relevant Tax Office evidencing payment of any withholding tax deducted pursuant to this Condition; and (c) provide reasonable assistance as may be necessary for us to secure from the UK (or other) tax authorities tax credits in respect of the withholding tax deductions made in accordance with this Condition. Save as permitted under this Condition, you shall not be entitled to make any deduction or withholding from any amount payable under or in connection with this Agreement.

5.5 We may from time to time and in our sole discretion vary the Service Fee on giving you not less than one month's prior written notice. Any such variation will take effect upon the date specified in the relevant notice. In respect of periods commencing on or after such date, you must pay the Service Fee as varied by us, subject to Condition 5.7.

5.6 Notwithstanding Condition 5.5, we may increase the Service Fee on notice at any time during the Term by any amount to reflect:

(A) the increased cost of existing Content;

(B) the cost of acquiring rights to additional and/or new Content;

(C) in the case of both (A) and (B) above, any additional cost associated with the collection and production of such Content to a suitable standard;

(D) the imposition of a Relevant Tax or Taxes; or

(E) if the Service Fee in the Principal Agreement is in a currency other than British Pounds (pounds sterling), changes in the daily spot exchange rate between that currency and the British Pounds (pound sterling), as published by the Bank of England (or any successor) from time to time.

If we do increase the Service Fee in accordance with this Condition 5.6 then Condition 5.7 will not apply. Any such increase will take effect on the day specified in the relevant notice.

5.7 If we increase the Service Fee by an amount exceeding the rate of inflation (other than under the circumstances described in Condition 5.6) you may terminate the Agreement with effect from the date on which the increase in the Service Fee would otherwise take effect by giving us written notice at any time before that date. The rate of inflation will be calculated by reference to the

percentage increase in the All Items index of Retail Prices (RPI) maintained and published by the United Kingdom Government over the twelve months immediately prior to the date of our notice varying the Service Fee.

5.8 If you decide to terminate this Agreement or this Agreement expires and then, at any time within six months of the termination or expiry you enter into an agreement with us to receive any of our services at the Premises we reserve the right to charge you a re-connection fee.

This term will survive the termination or expiry of this Agreement.

5.9 You must make prompt and correct payment of all amounts that you owe to us (and time will be of the essence in this respect). If any amount payable by you to us has not been paid in full by the due date then all amounts owing (whether due or not) by you to us, will become immediately due and payable, together with all costs and expenses, including, without limitation, legal and other debt collection expenses, incurred by us in recovering and attempting to recover all such amounts.

6. Assignability

This Agreement is personal to you and you may not assign, transfer, sub-contract, charge, make over or dispose of this Agreement or any of your rights or obligations under it (in whole or in part) to any person, firm or corporation without our prior written consent. If you assign or attempt to assign in breach of this Condition, we will have the right to terminate the Agreement immediately on giving notice to you. No assignment or transfer will relieve you of any of your obligations under this Agreement.

7. Term and Termination of Agreement

7.1 The Term of this Agreement will commence on the Start Date and (subject to any rights we or you may have under this Agreement to terminate this Agreement earlier) will continue for the fixed term set out in the Principal Agreement. If we continue to supply any or all of the Selected Services to you after the end of the Term this Agreement shall continue in respect of such Selected Services and, subject to any new fixed term being agreed in writing between you and us, shall be terminable by either party on not less than one months' written notice to the other party (subject to any rights we or you may have under this Agreement to terminate this Agreement earlier).

7.2 We will be entitled, in addition to any other rights we may have, to suspend (until such time as the situation is remedied) and/or terminate this Agreement or any part of (in our absolute discretion) immediately on written notice to you if:

(A) you commit a material breach of the Agreement which is not capable of remedy or, if the breach is capable of remedy, you fail to remedy it within 14 (fourteen) days of written notice specifying the breach and requiring its remedy; or

(B) you commit a material breach of any other agreement between you and us which would entitle us to terminate that agreement; or

(C) we have supplied and/or are maintaining the Equipment and:

(i) maintenance has in our reasonable opinion become unreasonably hazardous or economically unviable by reason of its age or availability of spares; and/or

(ii) the location of the Equipment has proved to be unusually susceptible to acts of vandalism; or

(D)

(i) you stop, or if we reasonably consider that you may stop, carrying on business at the Premises; or

(ii) you make any arrangement for the benefit of creditors or make any composition with creditors, or

(iii) a receiver or receiver and manager is appointed over any or all of your assets; or

(iv) if any action or proceeding under bankruptcy or insolvency law is taken against you and is not dismissed or discharged within 28 (twenty-eight) days of the commencement of such action or proceeding (time being of the essence); or

(v) if you effect a voluntary or compulsory liquidation of assets (other than for the purposes of a solvent reconstruction or solvent amalgamation); or

(E) you are in breach of any of the conditions of, or if you fail to conclude or renew at any point during the Term, your Licences to use the Selected Services or any part of the Content contained within it; or

(F) building or other work (whether temporary or permanent) on the Premises or any neighbouring premises prevents or interferes with the reception of the Selected Services by you at the Premises; or

(G) you are an entity in the form of a corporation, association or partnership, or a company limited by shares or guarantee or any other such equivalent body, and any transfer or disposal of or change in a substantial portion of the shares or assets or any controlling interest of such entity or body occurs; or

(H) without prejudice to our right to vary the Non-Core Content (or any part of it) under Condition 2.6, any of the rights which we have acquired from third parties to provide the Selected Services or the Content (or any parts of them) terminate or expire or are not renewed, extended or substituted; or

(I) we decide to discontinue the sale of any Selected Services (or any element of the Selected Services); or

(J) you fail to pay any element of the Service Fee when due.

7.3 If the Premises comprise of more than one site then:

(A) irrespective of the Start Date that applies to particular a site, the Term of this Agreement shall expire of the end of the period set out in the Principal Agreement;

(B) if any of the events referred to in Conditions 7.2 (C), (D)(i), (E), (F) or (J) shall occur in relation to some but not all of such sites, then (in addition to any other rights we may have) we shall be entitled to terminate this Agreement under the Conditions referred to above only in respect of the particular sites affected by the events in question.

7.4 You may terminate this Agreement upon giving us written notice (such notice to expire at the end of a calendar month), if we fail to perform any material obligation, or are in breach of any of our warranties under this Agreement and we have not cured or remedied such failure or breach within 28 (twenty-eight) days of your written notification to us of our failure. You will also keep all of your other rights under this Agreement.

7.5 If we terminate the Agreement under Condition 7.2(C), then subject to Condition 4.4, we will discuss with you if you request the feasibility of supplying the Selected Services to the Premises otherwise than by way of direct reception by satellite at the Premises. If we agree that an alternative supply is feasible, you and we will negotiate in good faith regarding terms for the supply of the Selected Services to the Premises by the alternative means.

7.6 If we suspend the Agreement and you remedy the notified breach, we may charge you a fee for reconnection of the Selected Service.

8. Force Majeure

Neither you nor we will be liable to the other or be deemed to be in breach of the Agreement by reason of any delay in performing, or any failure to perform, any of its obligations (except for any payment obligations) under this Agreement, if the delay or failure was due to any cause beyond the reasonable control of either party. Without limitation, the following will be regarded as causes beyond your or our reasonable control:

(A) Act of God, explosion, flood, tempest, fire, fog, sun outage, inclement weather and other meteorological conditions, perils of the sea or rivers or accident;

(B) war or threat of war, sabotage, malicious damage, insurrection, civil disturbance or requisition;

(C) acts, restrictions, regulations, by-laws, prohibitions or measures of any kind on the part of any government or other authority;

(D) strikes, lock-outs or other industrial actions or trade disputes (whether involving your or our employees or those of a third party);

(E) difficulties or delays in obtaining raw materials, labour, fuel, machinery or supplies or transport delays;

(F) satellite or transponder pre-emption satellite or satellite transmission failure, or degradation or failure or degradation of terrestrial facilities for the uplink to such satellite, power failure or breakdown in machinery or other contingencies preventing or delaying service provision; or

(G) acts of third parties (including without limitation the TO and our agents and subcontractors).

Where any of the above events continue for three months or more then the party not suffering any of the above events may (while such event(s) continue) terminate the Agreement by written notice to the other party.

9. Consequences of Termination

9.1 Upon any termination or expiry of the Agreement we will stop the supply of the Selected Services and, where we have supplied Equipment to you, Condition 4.1(D) will apply.

9.2 Upon termination of this Agreement any amounts you owe to us under this Agreement will become immediately due and payable. If this Agreement is terminated under Condition 7.2 (D) or (F) (where it is not possible to provide the Selected Services by cable), your payment obligation to us shall be limited to one month's Service Fee for every remaining year or part year of the Term.

9.3 Any termination or expiry of this Agreement does not affect any rights or liabilities of you or us which have accrued prior to the termination or expiry and will not affect any of the terms of this Agreement which are expressly or by implication intended to come into force on or to continue in force after such termination.

10. Limitation of Liability

10.1 We will not in any event be liable to you in contract, tort (including negligence or breach of statutory duty) or otherwise for:

(A) loss (whether direct or indirect) of profits, revenue, goodwill, opportunities, business or anticipated savings, and/or

(B) any loss or corruption of data;

(C) any indirect or consequential loss of any nature whatsoever, irrespective of whether you have advised us of the possibility of such loss; and/or

(D) any interruption, failure or material deterioration (however caused and excluding any event referred to in Condition 8 (Force Majeure)) in the reception of the Selected Services by you lasting less than six consecutive hours (excluding the hours of Good Friday and Christmas Day) or six hours (excluding the hours of Good Friday and Christmas Day) in aggregate in any six-month period (without affecting any other term of this Agreement). Interruptions, failures or material deteriorations lasting for 60 minutes or less will be disregarded. In the event of any such interruption, failure or deterioration our obligations under this Agreement will be suspended but your obligations will continue in full force and effect.

10.2 Subject to Condition 10.4, in any event, our aggregate liability to you (and any of your Affiliates who have the benefit of this Agreement under Condition 14.6) in contract, tort (including negligence or breach of statutory duty) or otherwise arising by reason of or in connection with the Agreement is limited:

(A) to the amount of the then current (annual) Service Fee paid by you for any one incident or series of related incidents; and

(B) to an aggregate amount of twice the amount of the then current (annual) Service Fee paid by you, for any number of incidents whether related or unrelated in any period of 12 (twelve) months.

10.3 Each provision of this Condition 10 is to be construed as a separate limitation applying and surviving even if for any reason one of the provisions is held inapplicable or unreasonable in any circumstances and will remain in force notwithstanding termination of the Agreement.

10.4 We do not exclude or restrict liability for death or personal injury resulting from our own negligence or from our fraudulent misrepresentation or for any other liability that cannot be excluded by law from time to time.

11. Notices

11.1 Any notice required or permitted to be given by either party to the other under this Agreement will be in writing addressed to the other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice. Any notice of termination of this Agreement given by you must be served on us by recorded post.

11.2 Any notice to be given under these conditions will be considered to have been properly given if delivered personally or sent by prepaid first-class mail to the party concerned at the address referred to in Condition 11.1 or sent by email to the party concerned using the email address specified in Condition 11.3 below or any other email address notified by one party to the other party in writing in accordance with these notice provisions. In the absence of evidence of earlier receipt, any such notice will be regarded as having been given:

(A) if left personally, when left at the address referred to in Condition 11.1;

(B) if sent by pre-paid first-class post, two days after posting it;

(C) if sent by email, on the day of transmission provided that no delivery failure notification has been received by the notifying party.

11.3 The email address for notices shall (unless amended in accordance with Conditions 11.2) be:

(A) KeyAccounts@sis.tv (copied to Legal@sis.tv) for notices to be sent to SIS; and

(B) the current email address that we have on file for you for notices to be sent to you.

12. **Consent to use your information and Data Protection**

12.1 Under the terms of our arrangements with some of our Content suppliers we may be required to provide details of your name and address to them at their request. To the extent that this information amounts to personal data under applicable data protection legislation, you give your consent to us disclosing this information to such suppliers if we are required to do so under the terms of our agreements with them. In addition, you consent to our disclosing details of this Agreement to:

(A) our employees, agents, sub-contractors and professional advisers who require such information to perform their duties; and

(B) any party where disclosure is required by law or regulation or by a court of law.

13. **Anti-Bribery**

13.1 You warrant that you shall:

(A) comply with all applicable laws, regulations and sanctions relating to anti-bribery and anti-corruption (the "Relevant Requirements");

(B) not engage in any activity, practice or conduct which would constitute an offence under the Bribery Act 2010 (or any successor or replacement legislation);

(C) have and maintain in place throughout the Term your own policies and procedures to ensure compliance with the Relevant Requirements, and will enforce them where appropriate;

(D) promptly report to us any undue financial or other advantage of any kind that is offered to (or made, received or requested by) it in connection with the performance of this Agreement; and

(E) ensure that all persons associated with this Agreement comply with this Condition 13.

14. **Miscellaneous**

14.1 The headings in this Agreement are for information only and do not form part of this Agreement.

14.2 If you do not comply with your obligations under this Agreement, we may seek our remedies against you at any time. Any failure or delay by us to enforce a breach of this Agreement against you will not prevent us from seeking our remedies in respect of the breach in question, or in respect of any other breach you may have committed at any other time during the Term.

14.3 If any part of this Agreement is unenforceable (including any provision which excludes or limits our liability to you), the enforceability of any other part of this Agreement will not be affected.

14.4 This Agreement does not create any partnership between us. You and we each confirm that you and we have entered this Agreement independently, and that neither you nor we have any power to act, and will not hold yourself or ourselves out as agent for and/or partner with the other and will not enter into any contracts or agreements or incur any obligations or liabilities in the name or on behalf of the other.

14.5 Where this Agreement applies to more than one set of premises, it will apply to each set of premises as though a separate agreement had been entered into in respect of each such set of premises and references in this Agreement to the Premises will be construed accordingly.

14.6 For the avoidance of doubt, you and we agree that this Agreement is not nor will anything contained in it constitute a contract of hire. No amounts payable under this Agreement are by way of rental or hire fee.

14.7 Your Affiliates from time to time which are situated in, and which operate wholly and exclusively within, the Territory (or any part of it) shall be entitled to the benefit of this Agreement, provided that at all times you shall be liable for the acts and omissions of your Affiliates. For the purpose of this Condition 14.7, an Affiliate means

14.8 Except in respect of fraudulent misrepresentation, this Agreement sets out the whole of our agreement and supersedes any previous agreement between you and us, as well as all discussions, correspondence and understandings in relation to the matters dealt with in this Agreement.

14.9 Except as set out in Condition 5.6, no amendment or modification of this Agreement relating to the amount of Service Fees payable by you or the duration of this Agreement will be valid or binding upon either of you or us unless made in writing and signed by an authorised representative of each party. We reserve the right to supplement, add to or vary any other term of this Agreement. We will notify any such changes to you in writing, to take effect from the date that we specify in the notice to you.

15. **Governing Law**

This Agreement will be governed by and interpreted in accordance with the laws of England and Wales, unless your billing address in the Principal Agreement is in Ireland, in which case this Agreement will be governed by and interpreted in accordance with the laws of Ireland. The parties agree to submit to the exclusive jurisdiction of the English courts as regards any claim or matter arising under this Agreement save that if your billing address in the Principal Agreement is in Ireland, for our exclusive benefit, we can choose to submit to the jurisdiction of the courts of Ireland.

PART 2 - AUTHORISED PURPOSES

1 To receive the Selected Services and to copy and/or show the Content or the Selected Services live on-screen in the Premises.

2 To receive the Selected Services to drive EPoS, bet settling and bet automation systems in the Premises that are licensed betting offices, where the systems do not form part of a network that covers more than one licensed betting office. For the avoidance of doubt, you are not entitled to use the Selected Services to drive the head-end of a network that supports integrated EPoS, bet settling or bet automation systems in one or more tail-end sites.

3 To receive Audio and play it live in the Premises.

4 If the Selected Service includes the Display Service, you shall be permitted to insert your own prices (odds) in the Display Service but shall not be permitted to make any other alteration or re-arrangement of the Content in accordance with the provisions of Condition 2.1.

The Authorised Purposes also include the right to use the Selected Services for the purpose of taking bets from members of the public in person or by telephone, but do not include using them in connection with the provision of betting services conducted over the internet or by any other remote means.

Unless otherwise agreed to by us, the Selected Services can only be received by you and/or shown or played in the Premises by you using the Equipment. We may agree to deliver the Content and/or Data to you via TCP/IP transmission, in which case the Special Conditions set out in Part 3 of these Conditions of Use shall apply.

PART 3 – SPECIAL CONDITIONS

1. **This Special Condition applies if we deliver the Data to you via TCP/IP transmission**

1.1 We shall deliver the Data via TCP/IP from our premises to the Premises ("the Data Service").

1.2 Access to the Data Service is via user via user identification ("IDs") and passwords, which we shall notify to you in writing. We:

(a) are responsible for the security and proper use of all user IDs and passwords used in connection with the Data Service;

(b) reserve the right to suspend user ID and password access to the Data Service if at any time we consider that there is or is likely to be a breach of security; and

(c) reserve the right (at our sole discretion) to require you to change any or all of the passwords used by the you in connection with the Data Service.

1.3 You acknowledge that the IDs and passwords are confidential and undertake to us that you shall not and shall procure that your associates, directors, officers and employees shall not at any time save with our prior consent in writing divulge or communicate them to any person other than to your directors, officers, employees or professional advisers whose business it is to know the same, save to the extent to which such information shall (other than through any unauthorised disclosure by or any of your associates, directors, officers or employees) come within the public domain other than through breach of this Agreement or is required to be disclosed by any governmental or other authority of competent jurisdiction.

1.4 You acknowledge and agree that any breach of paragraph 1.3 above could cause injury to us and that damages would not be an adequate remedy. If you breach or threaten to breach any provision of paragraph 1.3 above, we shall be entitled (in addition to claiming damages) to apply for equitable relief in any court of competent jurisdiction and you shall not oppose any such application. Nothing contained in this Agreement shall be construed as prohibiting us from pursuing any other remedies available to us for a breach or threatened breach.