

UNITED GAMING LIMITED TERMS & CONDITIONS OF TRADE

1. DEFINITIONS

- 1.1 "United Gaming Limited" and "UGL" means United Gaming Limited, or any agents or employees thereof.
- 1.2 "Customer" means the Customer, any person acting on behalf of and with the authority of the Customer, or any person purchasing reports and services from United Gaming Limited.
- 1.3 "Price" means the cost of the Products and Services as agreed between United Gaming Limited and the Customer and includes all disbursements e.g. charges United Gaming Limited paid to others on the Customer's behalf subject to clause 3 of this contract.

2. ACCEPTANCE

- 2.1 All instructions from the Customer to United Gaming Limited for the supply of Products and Services shall constitute a binding contract and acceptance of the terms and conditions.

3. QUOTATION

Where a quotation is given by United Gaming Limited for Products and Services:

- 3.1 Unless otherwise agreed the quotation shall be valid for thirty (30) days from the date of issue;
- 3.2 The quotation shall be exclusive of goods and services tax unless specifically stated to the contrary;
- 3.3 United gaming Limited reserve the right to alter the quotation because of circumstances beyond its control.
- 3.4 Where Products and Services are required in addition to the quotation the Customer agrees to pay for the additional cost of such Products and Services.

4. PRICE

- 4.1 Where no price is stated in writing or agreed to orally, the products and services shall be deemed to be sold at the current amount as such products and services are sold by United Gaming Limited as the time of the contract.
- 4.2 The price may be increased by the amount of any reasonable increase in the cost of the supply of the Products and Services that is beyond the control of United Gaming Limited between the date of the contract and delivery of the Product and Services.

5. PAYMENT

- 5.1 Payment for Products and Services shall be made in full on or before the 20th day of the month following the date of the invoice ("the due date"). This may be varied, and payment is required as part of the quotation or service proposal.
- 5.2 Interest may be charged on any amount owing after the due date at the rate of 2.5% per month or part month.
- 5.3 Any expenses, disbursements and legal costs incurred by United Gaming Limited in the enforcement of any rights contained in this contract shall be paid by the Customer, including any reasonable solicitor's fees or debt collection agency fees.

6. PAYMENT ALLOCATION

- 6.1 United Gaming Limited may in its discretion allocate any payment received from the Customer towards any invoice that United Gaming Limited determines and may do so at the time of receipt or at any time afterwards and on default by the Customer may reallocate any payments previously received and allocated. In the absence of any payment allocation by United Gaming Limited, payment shall be deemed to be allocated in such manner as preserves the maximum value of United Gaming Limited purchase money security interest in the Products and Services.

7. AGENCY

- 7.1 The Customer authorises United Gaming Limited to contract either as principal or agent for the provision of Products and Services that are the matter of this contract.
- 7.2 Where United Gaming Limited enters into a contract of the type referred to in clause 7.1 it shall be read with and form part of this agreement and the customer agrees to pay any amounts due under that contract.

8. TITLE AND SECURITY (PERSONAL PROPERTY SECURITIES ACT 1999)

- 8.1 Title in any Goods supplied by United Gaming Limited passes to the Customer only when the Customer has made payment in full for all Products and Services provided by United Gaming Limited and of all other sums due to United Gaming Limited by the Customer on any account whatsoever. Until all sums due to United Gaming Limited by the Customer have been paid in full, United Gaming Limited has a security interest in all Goods.
- 8.2 If the Products and Services are attached, fixed or incorporated into any property of the Customer, by way of any manufacturing or assembly process by the Customer or any third party, title in the Products and Services shall remain with United Gaming Limited until the Customer has made payment for all Products and Services, and where those Products and Services are mixed with other property so as to be part of or a constituent of any new Products and Services, title to these new Products and Services shall be deemed to be assigned to United Gaming Limited as security for the full satisfaction by the Customer of the full amount owing between United Gaming Limited and Customer.
- 8.3 The Customer gives irrevocable authority to United Gaming Limited to enter any premises occupied by the Customer or on which Products and Services are situated at any reasonable time after default by the Customer or before default if United Gaming Limited believes a default is likely and to remove and repossess any Products and Services and any other property to which Products and Services are attached or in which Products and Services are incorporated. United Gaming Limited shall not be liable for any costs, damages, expenses or losses incurred by the Customer or any third party as a result of this action, nor liable in contract or in tort or otherwise in any way whatsoever unless by statute such liability cannot be excluded. United Gaming Limited may either resell any repossessed Products and Services and credit the Customer's account with the net proceeds of sale (after deduction of all repossession, storage, selling and other costs) or may retain any repossessed Products and Services and credit the Customer's account with the invoice value thereof less such sum as United Gaming Limited reasonably determines on account of wear and tear, depreciation, obsolescence, loss or profit and costs.
- 8.4 Where Goods are retained by United Gaming Limited pursuant to clause 8.3 the Customer waives the right to receive notice under s 120 of the Personal Property Securities Act 1999 ("PPSA") and to object under s 121 of the PPSA.
- 8.5 The following shall constitute defaults by the Customer:
 - 8.5.1 Non-payment of any sum by the due date.

- 8.5.2 The Customer intimates that it will not pay any sum by the due date.
- 8.5.3 Any Products and Services are seized by any other credit of the Customer or any other creditor intimates that it intends to seize Goods.
- 8.5.4 Any Products and Services in the possession of the Customer are materially damaged while any sum due from the Customer to United Gaming Limited remains unpaid.
- 8.5.5 The Customer is bankrupted or put into liquidation or a receiver is appointed to any of the Customer's assets or a landlord distrains against any of the Customer's assets.
- 8.5.6 A Court judgment is entered against the Customer and remains unsatisfied for seven (7) days.
- 8.5.7 Any material adverse change in the financial position of the Customer.

8.6 If the Credit Repossession Act applies to any transaction between the Customer and United Gaming Limited, the Customer has the rights provided in that Act despite anything contained in these terms and conditions of trade.

9. COPYRIGHT AND INTELLECTUAL PROPERTY

- 9.1 United Gaming Limited owns and has copyright in all reports, work, systems, solutions, drawings, designs, specifications, electronic data and documents produced by United Gaming Limited in connection with the Products and Services provided pursuant to this contract and the customer may use the Products and Services only if paid for in full and for the purposes for which they were intended and supplied by United Gaming Limited.

10. CONFIDENTIALITY

- 10.1 The Customer agrees that United Gaming Limited shall be responsible for the management of all information obtained or created while carrying out the performance of inspection activities.
- 10.2 United Gaming Limited acknowledges that with the exception of the information that the Customer has made publically available, or otherwise as agreed between UGL and the Customer, all other information is owned by the Customer.
- 10.3 United Gaming Limited shall inform the Customer in advance of the information it intends to place in the Public Domain.
- 10.4 When united Gaming Limited is required by law or otherwise properly authorised to release confidential information united Gaming Limited shall, unless prohibited by law, notify the Customer of the information provided.
- 10.5 Information concerning the Customer obtained from sources other than the Customer shall be treated as confidential information.

11. COLLECTION AND USE OF INFORMATION

- 11.1 The Customer authorises United Gaming Limited to collect, retain and use any information about the Customer, for the purpose of assessing the Customer's credit worthiness, enforcing any rights under this contract, or marketing any Goods provided by United Gaming Limited to any other party.
- 11.2 The Customer authorises United Gaming Limited to disclose any information obtained to any person for the purposes set out in clause 11.1.
- 11.3 Where the Customer is a natural person the authorities under clauses 11.1 and 11.2 are authorities or consents for the purposes of the Privacy Act 1993.

12. LIABILITY AND INDEMNITY

- 12.1 The Consumer Guarantees Act 1993, the Fair Trading Act 1986 and other statutes may imply warranties or conditions or impose obligations upon united Gaming Limited which cannot by law (or which can only to a limited extent by law) be excluded or modified. In respect of any such implied warranties, conditions or terms imposed on United Gaming Limited, United Gaming Limited's liability shall, where it is allowed, be excluded or if not able to be excluded only apply to the minimum extent required by the relevant statute.
- 12.2 Except as otherwise provided by clause 12.1 United Gaming Limited shall not be liable for:
- 12.3 Any loss or damage of any kind whatsoever, arising from the supply of Products and Services by United Gaming Limited to the Customer, including consequential loss whether suffered or incurred by the Customer or another person and whether in contract or tort (including negligence) or otherwise and irrespective of whether such loss or damage arises directly or indirectly from Products and Services provided by United Gaming Limited to the Customer; and
- 12.4 The Customer shall indemnify United Gaming Limited against all claims and loss of any kind whatsoever however caused or arising and without limiting the generality of the foregoing of this clause whether caused or arising as a result of the negligence of United Gaming Limited or otherwise, brought by any person in connection with any matter, act, omission, or error United Gaming Limited its agents or employees in connection with the Products and Services.
- 12.5 If contrary to the disclaimer of liability contained in these terms and conditions of trade, United Gaming Limited is deemed to be liable to the Customer, following and arising from the supply of Services by it to the Customer, then it is agreed between United Gaming Limited and the Customer that such liability is limited in its aggregate to \$500.00.

13. CONSUMER GUARANTEES ACT

- 13.1 The Customer and UGL agree that the guarantees contained in the Consumer Guarantees Act 1993 are excluded where the Customer acquires Products and Services from UGL for the purposes of trade as defined in section 2 of the Act.

14. DISPUTES

- 14.1 Any claim relating to defective Products and Services must be made in writing within fifteen (15) days of delivery.

15. MISCELLANEOUS

- 15.1 United Gaming Limited shall not be liable for delay or failure to perform its obligations if the cause of the delay or failure is beyond its control.
- 15.2 Failure by United Gaming Limited to enforce any of the terms and conditions contained in this contract shall not be deemed to be a waiver of any of the rights or obligations United Gaming Limited has under this contract.
- 15.3 If any provision of this contract shall be invalid, void or illegal or unenforceable the validity existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.

16. NON SOLICITATION OF EMPLOYEES

- 16.1 The Customer agrees that it will not, either personally or as an employee, consultant, or agent for itself or any other entity or employer, solicit or engage an employee of UGL with whom the Customer had any dealings whilst that employee was employed by UGL.