



NON DISCLOSURE AGREEMENT

between

win2day Entwicklungs- u. Betriebsgesellschaft m.b.H.
Rennweg 44
A-1038 Wien

in the following: *W2D*

and

in the following: *CONTRACT PARTNER*

1. The CONTRACT PARTNER is not allowed to disclose to any third party any information, business or company secrets as well as all other business transactions, activities and documents ("confidential information") whether written, oral or in any other form, which the CONTRACT PARTNER gained through W2D or any other of its group companies, or to make use of it (in whichever manner) neither the recipient itself nor its affiliated companies, successors in interest or assigns. Moreover, the CONTRACT PARTNER is obliged to comply with the game secrecy as laid down in Art. 51 Austrian Gaming Act. This NDA applies for a *period of* an indefinite time.

2. The CONTRACT PARTNER is allowed to disclose confidential information to its employees, assistants, subworkers or any other cooperators on a need to know basis for the sole purpose of evaluating a contemplated cooperation between the parties. However, the CONTRACT PARTNER is obliged to contractually transfer the NDA according para 1 in its entirety to its employees, assistants, subworkers or any other cooperators. But in any event, the CONTRACT PARTNER shall be responsible for any breach of this NDA by any of its employees, assistants, subworkers or any other cooperators or representatives.
3. Such non disclosure obligation of the CONTRACT PARTNER does not apply to confidential information, which:
 - 3.1. at the time of disclosure is in the public domain;
 - 3.2. becomes part of the public domain, otherwise than through an unauthorised disclosure or other act or omission by the CONTRACT PARTNER or by any other person in breach of an obligation of confidentiality or this NDA (para 2);
 - 3.3. was lawfully in the possession of the CONTRACT PARTNER (as can be demonstrated by its written records) prior to the execution of this NDA;
 - 3.4. is disclosed with the prior written approval of W2D
 - 3.5. or the disclosure of which is required by law or a court or by any supervisory or regulatory body to whose rules the CONTRACT PARTNER or any of its subsidiaries is subject.
4. The CONTRACT PARTNER will take only such copies of any document or other material (in whatsoever medium) embodying any of the confidential information as are reasonably necessary for the purpose of evaluating a contemplated cooperation between the parties. The CONTRACT PARTNER will as soon as reasonably practicable and in any event within five business days after receipt of a notice from W2D, return to W2D or destroy all or any of the documents or other material containing or embodying the confidential information together with all copies and extracts taken by the CONTRACT PARTNER and confirm to W2D that this obligation has been complied with.
5. Any statutory obligations and duties regarding the handling of confidential information, especially regarding the protection of personal data according to Art. 6 Austrian Data Protection Act, remain unaffected by this non disclosure agreement
6. Any changes, amendments and/or ancillary arrangements relating to this NDA must be made in writing. This shall also apply to arrangements by which this written-form

requirement is amended or waived in whole or in part. No oral side deals were made in relation to this NDA.

7. Should any of the provisions of this NDA be or become invalid or unenforceable, the validity and enforceability of its remaining provisions shall remain unaffected thereby. In such a case, the contractual parties shall endeavour to replace the invalid or unenforceable provision by a valid or enforceable provision which comes closest to the purpose of the provision to be replaced.
8. This NDA is governed by Austrian Law without reference to its conflict of laws provisions.

Vienna,

for the CONTRACT PARTNER

Name

Title