NON-DISCLOSURE AGREEMENT

between

Österreichische Lotterien Gesellschaft m.b.H.
Rennweg 44
1038 Wien
Austria

in the following "**Disclosing Party**"

and

_____
_____
_____
_____

in the following "**Receiving Party**"

WHEREAS, the Disclosing Party may be required to disclose, Confidential Information (as defined hereunder), to the Receiving Party, pertaining to its and or its Affiliates (as defined hereunder) respective activities, whether financial, technological, commercial or other, for the purpose of examining a potential business engagement between the Parties in connection with Disclosing Party's and or its Affiliates' products and/ or business and services ("**Purpose**") and other information deemed as being Confidential Information. The Receiving Party acknowledges that all Confidential Information is highly sensitive and of essential commercial value and that it is in the highest interest of the Disclosing Party its Confidential Information being strictly protected.

NOW, THEREFORE, the Parties hereby agree as follows.

1. **Confidential Information**. Confidential Information means such information and all know-how, trade secrets, tactical, scientific, statistical, financial, commercial, or

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technical information of any kind as the Disclosing Party or its Affiliates directly or indirectly disclose in relation to the Purpose before or after this Agreement in any form whatsoever including without limitation orally, written, in electronic, tape, disk, physical or visual form to the Receiving Party or the Receiving Party gets access to. Furthermore, Confidential Information shall include any copies, reproductions, duplicates, analysis, memorandums or notes in any form whatsoever derived from, containing or reflecting such Confidential Information and which by its nature and content, is reasonably distinguishable to be the Confidential Information of a Disclosing Party or its Affiliates given the nature of the information and circumstances of disclosure, whether or not specifically marked or orally designated as confidential.

2. Affiliate(s). Affiliate(s) means, in relation to a Party, any other entity that directly or indirectly Controls, is Controlled by, or is under common Control with such Party; "**Control**" means the beneficial ownership of more than 50% of the issued share capital or the legal power to direct or cause the direction of the general management of the entity in question including the right to appoint or remove the majority of the board of directors (or equivalent body) of the entity;

3. Confidential Information shall not include information which the Receiving Party can prove that

3.1. now or subsequently becomes generally available in the public domain through no fault or breach on the part of the Receiving Party;

3.2. was lawfully in the possession of the Receiving Party prior to the execution of this Agreement and disclosure by the Disclosing Party;

3.3. the Receiving Party rightfully obtains from a third party who has the right to transfer or disclose it, without default or breach of this Agreement;

3.4. the Receiving Party can demonstrate in its records to have independently developed, without breach of this Agreement and/or any use of or recourse to the Confidential Information; or

3.5 is disclosed with the prior written approval of the Disclosing Party.

4. Non-disclosure and Non-use of Confidential Information. The Receiving Party accepts and shall use the Confidential Information solely for the Purpose. The Receiving Party agrees to keep the Confidential Information in the strictest confidence, and not to use any of the Confidential Information in any way which could be directly or indirectly detrimental to the interests of the Disclosing Party. The Receiving Party will not disclose, publish or disseminate Confidential Information to a third party other than those of its employees, directors, officers and consultants (in the following "**Representatives**") which have a need to know for the performance of the Purpose, and further ensures that such Receiving Party's Representatives by means of a written agreement fully perform the duties and obligations hereunder and that in any event,

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the Receiving Party shall remain liable at all times for any acts and/or omissions of its Representatives with respect to the Disclosing Party's Confidential Information. The Receiving Party will immediately notify the Disclosing Party in the event of any loss or unauthorized disclosure or use of any Confidential Information. The Receiving Party agrees not to use Confidential Information for its own or any third party's benefit without the prior written approval of the Disclosing Party. The Receiving Party shall not reverse engineer, decompile or disassemble any Confidential Information. In performing its duties and obligations hereunder, the Receiving Party agrees to use at least the same degree of care as it does with respect to its own confidential information of like importance but, in any event, at least reasonable care. Further, the Receiving Party agrees that it shall not make any copies of the Confidential Information unless necessary for the performance of the Purpose.

5. **Compelled disclosure.** Recipient shall be authorized to disclose the Confidential Information to the extent required by law, regulation or order of a court or authority of competent jurisdiction, provided that Recipient, (i) unless legally permissible provides to the Disclosing Party as much notice as is practicable under the circumstances of such requirement; (ii) provides to the Disclosing Party, at the Disclosing Party's expense, such reasonable assistance as the Disclosing Party requests in seeking confidential treatment, protective orders, nondisclosure, and/or similar measures; and (iii) discloses only such Confidential Information as Recipient, to the extent of the law, regulation or court order, is required to be disclosed.

6. **Return of Confidential Information.** Upon the expiration or termination of this Agreement, or anytime upon the Disclosing Party's written request, the Receiving Party shall cease all use of Confidential Information received hereunder and shall return or destroy all such Confidential Information, as directed by the Disclosing Party, including all copies thereof (irrespective of whether such copies were furnished by the Disclosing Party or were prepared by the Receiving Party), and, if destroyed, furnish the Disclosing Party with written certification of destruction.

7. **No License.** All Confidential Information, and any derivatives thereof is and shall remain the property of the Disclosing Party and no license or other rights to Confidential Information is granted or implied hereby to have been granted to the Receiving Party, now or in the future.

8. **No Warranty.** The Confidential Information is provided by the Disclosing Party "as is", without any warranty, whether express or implied, as to its accuracy or

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completeness, operability, use, fitness for a particular purpose or non-infringement of third-party rights.

9. **No Obligation or Joint Venture.** Neither this Agreement nor the disclosure or receipt of Confidential Information shall constitute or imply any obligation or intention by either Party to make any purchase or sale or otherwise enter into any business relationship with the other Party. Further, this Agreement is not a joint venture or other such business arrangement, and any agreement, if at all, between the Parties will be set forth in subsequent written agreements, at the absolute discretion of the Parties. For the avoidance of doubt, it is hereby clarified that disclosure of Confidential Information shall be at the sole discretion of the Disclosing Party.

10. **Equitable Relief.** The Receiving Party hereby acknowledges that unauthorized disclosure or use of Confidential Information could cause irreparable harm and significant injury to the Disclosing Party that may be difficult to ascertain. Accordingly, the Receiving Party agrees that the Disclosing Party, in addition to any other right or remedy that it may have available to it at law or in equity, will have the right to seek and obtain immediate injunctive relief, to enforce obligations under this Agreement without the necessity of proving actual damages, posting bond or making any undertaking in connection therewith.

11. **Data protection.** 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 and the GDPR (EU General Data Protection Regulation 2016/679), remain unaffected by this Agreement.

12. The Receiving Party is obliged to comply with the **game secrecy** as laid down in article 51 of the "Austrian Gaming Act".

13. **Term and Termination.** This Agreement shall take effect when signed by both parties and shall remain in force and effect for an unlimited period of time. Either party may terminate this Agreement with immediate effect by written notice. The obligations and undertakings of confidentiality and non-use contained herein shall survive termination or expiry of this Agreement for a period of five (5) years. The conclusion of a subsequent agreement or contract to the subject matter of this Agreement shall not affect the validity of this Agreement, unless the Parties agree otherwise in writing.

14. **Miscellaneous**. This Agreement constitutes the **entire agreement** between the Parties relating to its subject matter and supersedes any and all previous agreements between the parties relating to this subject matter.

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Any variation or waiver of any of the terms of this Agreement shall not be binding unless set out in **writing**, expressly intended to amend this Agreement and signed by or on behalf of each of the Parties.

15. Severability. Should any of the provisions of this Agreement 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.

16. Law and Jurisdiction. This Agreement shall be governed and construed solely in accordance with Austrian Law without reference to its conflicts of laws provisions. The courts of Austria, Vienna shall have exclusively jurisdiction in any conflict or dispute arising out of this Agreement.

Vienna, ……

Österreichische Lotterien Gesellschaft m.b.H.

_____	_____
Name	Name

Receiving Party

_____	_____
Name	Name

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