



RPM



The Betting & Gaming Specialists

Get in touch with us at
hello@rpmgaming.com

RPM General Terms & Conditions

RPMGAMING.COM

General Terms and Conditions

Background

(A) The Supplier provides Consultancy services in the Gaming Sector and has reasonable skill, knowledge, qualifications and experience in that field. The Supplier is willing to make available any one or more of its Services (as defined below) to the Customer from time to time upon and subject to the terms of the Contract (as defined below).

(B) Where the Customer orders and/or receives any of the Supplier's Services from time to time it shall be upon and subject to the terms of the Contract.

It is agreed

1. DEFINITIONS

1.1 Any definition used in these Terms and more particularly described below shall apply to each Service Schedule which is relevant to the Proposal from time to time save as expressly varied or supplemented by the specific Service Schedule.

Affiliate	any business entity from time to time controlling, controlled by, or under common control or ownership with, either party.
Authorised Service Recipient	the Customer and its employees, agents and subcontractors (for the purpose of the Customer's business) and the Customer's Affiliates and their employees, agents and subcontractors.
Business Day	any day which is not a Saturday, Sunday or public holiday in UK.
Bespoke Developments	any modifications or development ordered by the Customer from time to time which will be documented in a Statement of Work.
Contract	the contract between the Supplier and the Customer which shall comprise: (a) the Proposal; (b) the Order Form; (c) these Terms.

Customer	the person or firm who purchases the Services as more particularly detailed on the Order Form.
Customer Data	any data inputted or provided by the Customer, its authorised users, for the purpose of using the Services.
Customer Obligations	shall have the meaning set out at clause 6.1
Data Controller	shall have the meaning set out in the GDPR.
Data Processor	shall have the meaning set out in the GDPR.
Data Subject	shall have the meaning set out in the GDPR.
Data Protection Legislation	the DPA and the GDPR, and all other applicable laws and regulations relating to privacy and the accessing or processing of Personal Data.
Deliverable	any products or materials specifically created by the Supplier for the Customer when performing the Services.
Disclosing Party	shall have the meaning set out in clause 12.1.
DPA	the UK Data Protection Act 2018 (as amended and updated).
Effective Date	the date the Customer signs and/or otherwise accepts the Order Form.
EU GDPR	the EU General Data Protection Regulation (EU/2016/679).
GDPR	the EU GDPR as saved into United Kingdom law by virtue of section 3 of the United Kingdom's European Union (withdrawal) Act 2018
Initial Term	shall have the meaning set out in the Proposal and/or the Order Form
Insured Claim	shall have the meaning set out at clause 9.3.
IPRs	all patents, rights to inventions, utility models, copyright and related rights, trade marks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, moral rights, rights in confidential information and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.
Minimum Payment	shall be any minimum monthly payment payable by the Customer to the Supplier as set out in the Proposal.

Normal Business Hours	8.00 am to 6.00 pm local UK time, each Business Day, and Normal Business Hour shall be construed accordingly.
Order Form	the order form provided by the Supplier which is executed and/or otherwise accepted for or on behalf of the Customer confirming details of the Proposal being accepted by the Customer and the specific Services being ordered by the Customer at such time.
Personal Data	shall have the meaning set out in the GDPR.
Privacy and Security Policy	the privacy and security policy of the Supplier for the Customer Data as further set out at https://www.rpmgaming.com/privacy-policy
Processing	shall have the meaning set out in the Data Protection Legislation.
Proposal(s)	the commercial proposal submitted by the Supplier for the provision of Services which is accepted by the Customer.
Receiving Party	shall have the meaning set out in clause 14.1.
Renewal Period	shall have the meaning set out in clause 14.1.
Services	those services detailed in the Proposal to be provided by the Supplier to the Customer.
Supplier	RPM Gaming Ltd registered in England and Wales under number 11478755 whose registered office is at 45 Albemarle Street, 3rd Floor, London, England, W1S 4JL
Terms	these terms and conditions set out in clauses 1 to 16 (inclusive).

2. INTERPRETATIONS

2.1 The headings in the Terms are for convenience only and shall not affect the meaning or interpretation of any of these Terms.

2.2 In these Terms includes means including without limitation and including shall be construed accordingly; person means any individual or legal entity, including firms, trusts and corporations; and party means the Customer or the Supplier.

2.3 References to clauses are to the clauses of these Terms.

2.4 In these Terms references to a statute or a statutory provision, include a reference to that statute or statutory provision as from time to time modified or re-enacted.

3. STRUCTURE OF CONTRACT AND THE SERVICES

3.1 Following the Proposal, the Customer has agreed to obtain and the Supplier has agreed to supply the Services subject to the Contract. The Contract shall only be binding on the Customer executing the Order Form.

3.2 Completion of an Order Form by the Customer will create a binding contract for the provision of those Services on the terms expressly agreed in writing in that Order Form and will incorporate the following:

3.2.1 the Proposal;

3.2.2 the Order Form;

3.2.5 these Terms.

3.3 If there is any conflict or ambiguity between the terms of the documents listed at clause 3.2.1 to clause 3.2.5 (inclusive), a term contained in a document higher in the list shall have priority over one contained in a document lower in the list.

3.4 The Contract has been entered into on the Effective Date and shall continue for the Initial Term and thereafter unless and until terminated in accordance with these Terms or as otherwise specified in the Contract.

3.5 Save where expressly stated, these Terms create no obligation or right on behalf of either the Supplier or the Customer in absence of an Order Form.

3.6 In consideration for the fees as set out in the Proposal the Supplier shall perform the Services in accordance with the Proposal.

3.7 The Customer may from time to time request additional Services following and ancillary to any Order Form. Any such request by the Customer shall be documented in a separate Proposal which will be subject to the terms of the Contract.

4. THE SUPPLIER'S GENERAL OBLIGATIONS

4.1 The Supplier shall use reasonable endeavours to provide the Services in accordance with The Proposal in all material respects.

4.2 The Supplier shall provide the Services with reasonable skill and care.

- 4.3** The Supplier shall use reasonable endeavours to meet deadlines agreed from time to time with the Client, but any such dates shall be estimates only. Time for performance shall not be of the essence of this Agreement.
- 4.4** The Supplier shall use reasonable endeavours to act in accordance with all reasonable instructions given to it by the Client, provided such instructions are compatible with the scope of the Services as set out in
- 4.5** The Supplier shall be responsible for ensuring that it complies with all statutes, regulations, byelaws, standards, codes of conduct, and any other rules relevant to the provision of the Services.
- 4.6** The Supplier shall use reasonable endeavours to accommodate any reasonable changes in the Services that may be requested by the Client, subject to the Client's acceptance of any reasonable changes to the Fees that may be due as a result of such changes

5. CUSTOMER DATA

- 5.1** The Customer shall own all rights, title and interest in and to all of the Customer Data. The Customer will ensure it regularly backs up and secures the Customer Data.
- 5.2** In the event of any loss or damage to the Customer Data caused by the Supplier, without prejudice to the Customer's other rights, the Supplier shall use its reasonable endeavours to restore the lost or damaged Customer Data from the latest back-up of such Customer Data maintained by the Supplier. If the Supplier is unsuccessful in restoring the Customer Data, the Customer may retain any third party deemed reasonably competent in completing the task of recovering or restoring such Customer Data and the Customer shall pay the costs of such attempt at recovery or restoration.
- 5.3** The Supplier shall, in providing the Services:
- 5.3.1** comply with its Privacy and Security Policy; and
- 5.4** The Supplier shall at any time during the term of the Contract provide without additional charge a copy of all Customer Data held by it in electronic format within ten (10) Business Days of request by the Customer.
- 5.5** The Supplier shall comply with all of the Customer's requests regarding the deletion, destruction and/or return of the Customer Data save where the Supplier is required by law or a regulatory body to retain any copies of any part of the Customer Data

6. CUSTOMER ASSISTANCE

6.1 The Customer shall:

6.1.1 Allow the Supplier access to all relevant Software as reasonably required by the Service Provider in the course of providing the Services;

6.1.2 Co-operate with the Supplier upon the Service Provider's reasonable request in the provision of the Services

6.2 The Customer shall use reasonable endeavours to provide all pertinent information to the Service Provider that is necessary for the Service Provider's provision of the Services and shall use reasonable endeavours to ensure the accuracy and completeness of such information.

6.3 The Customer may from time to time, issue reasonable instructions to the Service Provider in relation to the Services. Any such instructions must be compatible with the scope of the Services as set out in The Proposal.

6.4 In the event that the Supplier requires the decision, approval, consent or any other form of authorisation or communication from the Client in order to continue providing the Services (or any part thereof), the Client shall use reasonable endeavours to provide the same in a reasonable and timely manner.

6.5 The Customer shall use reasonable endeavours to inform the Service Provider of all health and safety rules and regulations that apply at its premises.

7. FEES AND PAYMENT TERMS

7.1 The fees, charges and expenses to be incurred by the Customer will be detailed in the Proposal and/or the Order Form and/or in a Statement of Works.

7.2 All fees, charges and expenses are exclusive of VAT at the applicable rate.

7.3 Unless otherwise stated in the Proposal, The Customer authorises the Supplier to deduct relevant payments from the appropriate bank account in accordance with the direct debit rules in force from time to time and the Customer will provide and maintain a signed direct debit mandate to allow the Supplier to do this.

7.4 Unless otherwise stated, the Supplier's charges do not include hotel accommodation or travel costs for staff which we supply to you which will be charged to you (with the addition of VAT, if appropriate) at cost.

7.5 Save where otherwise stated in the Proposal and/or the Order Form, the Suppliers Charges will be subject to a fixed annual increase applied after the first 12 months of the Initial Term and annually thereafter. The fixed annual increase will be as set out in the Proposal and/or Order Form.

7.6 The Supplier shall provide an invoice to the Customer for its charges either on the last business day of the relevant month, where such charges are payable in arrears and/or the first business day of the month, where the relevant charges are payable in advance (as relevant and specified in the Proposal and/or Order form)

7.7 The payment terms will be set out in the Proposal.

7.8 All fees, charges or expenses are payable in full and cleared funds without deduction, set-off or abatement.

7.9 If any payment is not made when due, the Supplier (without prejudice to its other rights hereunder or in law) may do any or all of:

7.9.1 charge interest on a daily basis on the outstanding amount at the rate of 7% per annum from the due date for the invoice until the outstanding amount is paid; or

7.9.2 if the Customer fails to remedy such breach within thirty (30) days of notice in writing to do so, suspend the provision of the Services, until the default be made good and any timetables for the provision of the Services shall be adjusted accordingly. All fees and charges payable by the Customer shall continue to be payable by the Customer during any period of suspension.

8. WARRANTIES

8.1 The Supplier warrants and undertakes that:

8.1.1 it has full legal capacity and all necessary consents and authority to enter into the Contract and that it has the right to grant to the Authorised Service Recipients a licence or sub-licence to use the Software Product as contemplated by the licence and that a duly authorised representative of the Supplier be authorised to execute any document in connection with the Contract;

8.1.2 at all times it shall supply and render the Services using appropriately experienced professional personnel with due skill, care and diligence; and

8.2 The Customer warrants and agrees that:

8.2.1 it has full legal capacity and all necessary consents and authority to enter into the Contract and to perform the Customer Obligations and receive the Software Product and that a duly authorised representative of the Customer be authorised to execute any document in connection with the Contract; and

8.2.2 at all times, it shall, and shall procure that its staff shall, perform the Customer Obligations using appropriately experienced professional personnel with all due skill, care and diligence.

8.3 Except as expressly stated in the Contract, neither party gives any warranties, representations, terms or conditions, express or implied statutory or otherwise (including without limitation any term as to satisfactory quality, fitness for purpose or time for performance) whether (in the case of the Supplier) in respect of the Software Product or (in the case of both parties) its performance of the Contract.

9. LIABILITY

9.1 Subject to clause 10.4, each party hereby excludes liability for any indirect, incidental, special or consequential damages or any damages for lost profits, lost revenues, loss of goodwill, loss or corruption of data or interference with business whether or not caused by the acts of omissions or negligence of its employees or agents and regardless of whether such party has been informed of the possibility of the likelihood of such damages.

9.2 With the exception of clause 9.3 and 9.4, each party's maximum liability to the other in respect of any claims arising out of or in connection with the Contract whether in contract, tort, negligence or otherwise shall not exceed the higher of twenty-five thousand (£25,000) pounds or the total amount of fees paid or payable by the Customer in the twelve month period prior to the relevant claim.

9.3 Where the Supplier is in breach of either clauses 10 (Intellectual Property Rights), 11 (Data Protection) or 12 (Confidential Information) then the Supplier's maximum liability to the Customer arising out of such claim shall be increased to the amount of insurance proceeds that is recoverable by the Supplier from its insurance policies in place at such time up to a maximum of £1,000,000.

9.4 Nothing in the Contract shall exclude or limit:

9.4.1 either party's liability for fraud, fraudulent misrepresentation, liability arising from death or personal injury resulting from its negligence or any other liability which cannot by law be limited or excluded; or

9.4.2 the Supplier's right to demand payment from the Customer where amounts are owing by the Customer in accordance with the Contract.

9.5 The Customer acknowledges that it is the Customer's sole responsibility and liability to ensure it complies with all laws and regulations applicable to it including without limitation compliance with national minimum wage legislation and living wage guidance from time to time in force.

10. INTELLECTUAL PROPERTY RIGHTS

10.1 Any IPRs created in the course of providing the Services shall vest in and remain with the Supplier and/or its licensors (as relevant).

10.2 Any IPRs in the Customer Data or materials provided by the Customer to the Supplier shall remain vested in the Customer.

10.3 The Supplier shall indemnify and defend the Customer from and against any losses, damages, costs (including reasonable legal fees) and expenses incurred by or awarded against the Customer as a result of or in connection with any claim that the Services and/or Deliverables infringes the IPRs of a third party.

10.4 The Customer shall:

10.4.1 promptly notify the Supplier of any actual or threatened claim;

10.4.2 make no legal admissions in any court or tribunal without the Supplier's prior written consent (such consent not to be unreasonably withheld); and

10.4.3 subject to the Supplier providing security to the Customer to the Customer's reasonable satisfaction against any claim, liability, costs, expenses, damages or losses which may be incurred, allow the Supplier control over any negotiations or litigation and/or the defence or settlement of any claim and provide the Supplier with reasonable assistance in this respect (with the reasonable costs of such assistance to be paid by the Supplier), including the right to conduct any negotiations or litigation in the name of that other.

11. DATA PROTECTION

11.1 The Supplier and the Customer are each responsible for complying with their respective obligations under any applicable Data Protection Legislation governing Personal Data.

11.2 Where the Supplier Processes Personal Data on the Customer's behalf the Customer shall be the Data Controller and the Supplier shall be the Data Processor, and the Supplier shall:

11.2.1 only Process Personal Data in the United Kingdom and not transfer, Process or store the same outside the European Economic Area without prior authorisation from the Customer;

11.2.2 only Process Personal Data in accordance with the terms of the Contract and any lawful instructions reasonably given by the Customer from time to time and within the timescales reasonably set by the Customer;

11.2.3 promptly notify the Customer of any complaint, subject access request or other exercise of right by a Data Subject under the Data Protection Legislation or regulatory notice in respect of any Customer Data and deal with the same in accordance with the Customer's reasonable instructions and in accordance with all applicable laws;

11.2.4 not subcontract the Processing of Personal Data without the Customer's prior written consent and where consent is given, without ensuring it has in place a contract with such subcontractor which contains equivalent provisions to those contained in this clause and which is fully compliant with the Data Protection Legislation;

11.2.5 ensure that all of its employees, agents and subcontractors are aware of and understand the requirements of this clause and are fully trained on the Data Protection Legislation and understand their obligations in respect of the same, and are bound by equivalent provisions to those set out in this clause;

11.2.6 take appropriate technical and organisational measures against unauthorised or unlawful Processing of the Personal Data or its accidental loss, destruction or damage which is compliance with the seventh principle of the DPA and the requirements of GDPR;

11.2.7 take appropriate technical and organisational measures to ensure compliance with all of the requirements of the Data Protection Legislation;

11.2.8 keep records of its Processing in line with the Data Protection Legislation;

11.2.9 notify the Customer immediately upon becoming aware if there has been a security breach (as defined in the Data Protection Legislation), if there has been unauthorised access or disclosure of the Personal Data or if there has otherwise been a breach of the Data Protection Legislation and in respect of the same the Supplier shall comply with all of the Customer's requests within the reasonable timescales set by the Customer; and

11.2.10 allow the Customer to audit its facilities on reasonable notice during Normal Business Hours, for the purpose of reviewing the Supplier's compliance with this clause 12.

11.3 Subject to clauses 9.3 11.4 and 11.5, the Supplier shall indemnify the Customer and Authorised Service Recipients in respect of all losses, costs, claims, expenses, liabilities, damages, fines, penalties the Customer suffers or incurs as a consequence of the Supplier's and/or the Supplier's employees', agents' and/or subcontractors' failure to comply with this clause 12.

11.4 The Customer acknowledges that the Supplier is reliant on the Customer for direction as to the extent to which the Supplier is entitled to use and Process the Personal Data. Consequently, the Supplier will not be liable for any claim brought against the Supplier by any regulatory body and/or a Data Subject which arises from any failure by the Customer to comply with the Data Protection Legislation and the Customer shall indemnify the Supplier in respect of all losses, costs, claims, expenses, liabilities, damages, fines, penalties the Customer suffers or incurs as a consequence of the Customer's failure to comply with this clause 11.4.

11.5 The Customer shall immediately notify the Supplier in writing of any third party claim against it in respect of which it may wish to rely upon the indemnity given at clause 11.3, and shall:

11.5.1 allow the Supplier to conduct all negotiations and proceedings and to settle any third party claim;

11.5.2 provide reasonable assistance regarding the third party claim; and

11.5.3 not, without prior consultation with the Supplier, make any admission relating to the third party claim, or attempt to settle it.

11.6 To the extent that the Supplier directly receives any subject access requests by a Data Subject or other exercise of right under the Data Protection Legislation, the Customer will promptly provide the Supplier with all reasonable assistance and information that may be required in order for the Supplier to satisfy that Data Subject's access request or exercise of right.

11.7 This clause 11 shall survive termination or expiry of the Contract.

12. CONFIDENTIAL INFORMATION

12.1 In these Terms, Confidential Information shall, subject to clause 12.2, mean the Customer Data, Personal Data, and any and all commercial know-how, plans, business information and other information which is of a confidential nature, whether oral, in writing or in any other form, disclosed before, on or after the Effective Date by one party, the Authorised Service Recipients and/or its Affiliates, employees, agents, consultants or subcontractors (Disclosing Party) to the other party and/or its Authorised Service Recipients, Affiliates, employees, agents, consultants or subcontractors (Receiving Party) or otherwise accessed and/or used by the Receiving Party.

12.2 In these Terms, Confidential Information shall not include any information which:

12.2.1 is or becomes public knowledge through no improper conduct on the part of the Receiving Party or its personnel;

12.2.2 is already lawfully possessed by the Receiving Party prior to first receiving it from the Disclosing Party without any obligation of confidentiality;

12.2.3 is obtained subsequently by the Receiving Party from a third party without any obligations of confidentiality and such third party is in lawful possession of such information and not in violation of any contractual or legal obligation to maintain the confidentiality of such information; and/or

12.2.4 is released from confidentiality in writing by the Disclosing Party.

12.3 The onus shall be on the Receiving Party to prove that any of the exceptions set out in clause 12.2 apply to any information referred to in clause 12.1.

12.4 The Receiving Party shall not use, copy or disclose to any third party any Confidential Information received from the Disclosing Party (whether before, on or after the Effective Date) except as set out in clause 12.5.

12.5 The Receiving Party may:

12.5.1 use Confidential Information received from the Disclosing Party for the purpose of carrying out its obligations under the Contract;

12.5.2 disclose Confidential Information received from the Disclosing Party to those of its employees or personnel to whom it is necessary to disclose such Confidential

Information but only to the extent necessary to enable the Receiving Party to carry out its obligations under the Contract and provided that the Receiving Party shall ensure that its employees or personnel do not further disclose the Confidential Information or use it for any purpose other than to assist the Receiving Party to carry out its obligations under the Contract, and are bound by equivalent obligations to those set out in this clause 12, and at all times the Receiving Party shall remain liable for its employees', agents' and subcontractors' failure to comply with this clause 12;

12.5.3 disclose Confidential Information received from the Disclosing Party to the extent that it is specifically authorised to do so in writing by an authorised representative of the Disclosing Party; and/or

12.5.4 disclose any part of the Confidential Information received from the Disclosing Party solely to the extent that it is legally required to do so pursuant to an order of a court of competent jurisdiction or governmental authority provided that the Receiving Party uses commercially reasonable endeavours to limit such disclosure and provides the Disclosing Party with advance notice and an opportunity to make objection and/or representations to the relevant court or governmental authority if permitted to do so.

12.6 The Receiving Party shall indemnify the Disclosing Party for all costs, claims, expenses, losses, liabilities, damages, fines and penalties that the Disclosing Party suffers or incurs as a consequence of the Receiving Party's and or its employees', agents' and subcontractors' failure to comply with this clause 12.

12.7 This clause 12 shall survive termination and/or expiry of the Contract.

13. DURATION AND TERMINATION

13.1 The Contract shall be deemed to have commenced and to have taken effect on the Effective Date and shall, subject to clauses 11.6.2, 11.7, 13.2, 13.3 and any other rights of early termination, continue for the Initial Term. Each Initial Term shall automatically be extended for successive fixed one year periods (each a Renewal Period) unless one party notifies the other party in writing at least six months before the end of such Initial Term or Renewal Period (as relevant) it does not wish to extend the Initial Term or the further Renewal Period.

13.2 Upon any extension of the Initial Term or the Renewal Period (as relevant), the Contract shall be renewed upon the terms and conditions in effect immediately before the extension. Any revision of fees or charges shall be notified by the Supplier in writing to the Customer no later than 180 days before the end of the Initial Term or further Renewal Period, and the Customer shall confirm in writing to the Supplier within 30 days of the date of such notice whether it wishes to terminate the Contract. In the absence of any such notification by the Customer the Contract shall renew for the Renewal Period based on the notified revised fees and charges.

13.3 Without prejudice to the rights and remedies of the parties, either party may terminate the Contract if:

13.3.1 the other party is in material breach of the Contract (including without limitation any failure to pay any fees when due) and (in the case of remediable breach) fails to remedy the breach within 10 Business Days of receiving notice to that effect from the other party; or

13.3.2 the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986; or

13.3.3 the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party; or

13.3.4 a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party (other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party); or

13.3.5 an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the other party; or

13.3.6 the holder of a qualifying floating charge over the assets of that other party has become entitled to appoint or has appointed an administrative receiver; or

13.3.7 a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party; or

13.3.8 a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the other party's assets and such attachment or process is not discharged within 14 days; or

13.3.9 any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 13.4.2 to 13.4.8 (inclusive).

13.4 Where the Proposal states a fixed Term or one off project Fee the Contract will not automatically renew and will terminate at the end of the fixed term or project and sections 13.2 and 13.3 shall not apply.

13.5 Expiry or termination of the Contract, however caused, shall be without prejudice to the rights of either party, which have accrued prior to termination.

13.6 Upon expiry or termination of the Contract, howsoever caused:

13.6.1 each party shall return to the other all copies of the other party's Confidential Information (including the Customer Data) in that party's possession, always provided that each party may, subject to the confidentiality obligations in clause 13, retain one copy of any of the other's documentation as is strictly required by the retaining party in order to comply with its legal obligations. If required by the other party, the other party shall provide written evidence (in the form of a letter signed by one of its directors) no later than fourteen (14) days after termination of the Contract that it has destroyed and that it has not retained any copies of the other party's Confidential Information (including the Customer Data), except for one copy as provided above;

13.6.2 the Supplier shall refund to the Customer any fees, charges, costs and expenses paid in advance for Services and/or use of the Software Products for the period after termination; and

13.6.3 the following clauses shall survive termination or expiry of the Contract for any reason (without prejudice to any other clause or provision which is expressed as

surviving within the Contract); clause 1, clause 2; clause 5, clause 9, clause 11, clause 12, clause 13 and clause 16.

14. FORCE MAJEURE

14.1 If the performance by a party of its obligations under the Contract is prevented, restricted, delayed or interfered with by circumstances beyond the reasonable control of that party then upon giving prompt notice to the other party specifying the circumstances and obligations concerned, the party affected shall be given an extension of the time for performance of its obligations equal to the period of such prevention, restriction, delay or interference

14.2 If notice is given by a party pursuant to clause 14.1 above and the performance of any of its obligations is prevented, restricted or interfered with for a period of more than four weeks after the commencement of such prevention, restriction or interference then the other party shall have the right to terminate the Contract on notice in writing to the party that served the notice.

14.3 Any party that is subject to an event covered by clause 14.1 shall not be in breach of the Contract provided that:

14.3.1 it could not have avoided the effect of such an event by taking precautions which, having regard to all the matters known to it before the event, it ought reasonably to have taken, but did not; and

15.4.2 it has used reasonable endeavours to mitigate the effect of such event to carry out its obligations under the Contract in any way that is reasonably practicable and to resume the performance of its obligations as soon as reasonably possible.

15. NON SOLICITATION OF STAFF

15.1 Subject to clause 15.2 each party agrees not to employ (either directly or indirectly), without the prior written consent of the other party, any employee of the other party who is, or has been, within the six (6) months prior to either party agreeing to employ any employee of the other party, engaged directly in the performance of the Contract.

15.2 Clause 15.1 shall not prevent either party from hiring a person who is responding to a general advertisement open to all comers provided that the advertising is not specifically directed to employees of the other party.

16. GENERAL

16.1 Nothing in these Terms is intended to or shall operate to create a partnership or joint venture of any kind between the parties, or to authorise either party to act as agent for the other, and neither party shall have authority to act in the name or on behalf of or otherwise to bind the other in any way or to hold itself out in its advertising or otherwise in any manner which would indicate or imply any such relationship with the other, unless expressly provided otherwise in the Contract.

16.2 Neither party may assign, sub-license, sub-contract, delegate or otherwise transfer the Contract or any of its rights or obligations under it without the prior written consent of the other party, such consent not to be unreasonably withheld, delayed or conditioned in the case of an assignment or sub-licence to an Affiliate.

16.3 The failure by either party to enforce at any time any of the terms of the Contract shall not be deemed to be a waiver of its rights arising hereunder or of any other rights.

16.4 Neither party shall use the name of the other party, nor of any member of the other party's staff, in any publicity, advertising or news release (in whatever format and/or media) without the prior written approval of the other party, such approval not to be unreasonably withheld or delayed. No public or press announcements shall be made with regard to the subject matter of the Contract unless the text of such announcement is first approved in writing by both the parties.

16.5 A party giving notice under the Contract must do so in the English language, in writing. Notices may be hand delivered or sent by pre-paid first-class post.

16.6 Notices shall be sent to the addresses specified below:

16.6.1 Notices to the Supplier:

(a) Name: Ruairi Boyle

(b) Address: RPM Gaming Ltd, Citibase, London Holborn, Fox Court, 14 Grays Inn Road, London WC1X 8HN

(c) email: ruairi@rpmgaming.com

16.6.2 Notices to the Customer:

(a) Name: the name of the person signing the Proposal

(b) Address: the address of the person signing the Proposal or, if the person is signing the Proposal on behalf of a company, the registered office of that company

(c) Email: the email address of the person signing the Proposal

16.7 Except as provided in clause 16.6, a person who is not a party to the Contract shall not have any rights under the Contract (Rights of Third Parties) Act 1999 to enforce any term of the Contract, but this does not affect any right or remedy of any third party which exists, or is available, apart from that Act.

16.8 The Contract shall be governed by, construed, interpreted and enforced in accordance with the laws of England and Wales.

16.9 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the Contract or its subject matter or formation (including non-contractual disputes or claims).



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