

## **TERMS AND CONDITIONS OF SALE & RENTAL**

### **CROWN GAMING MÉXICO, S.A. DE C.V.**

#### **1. General - Scope of Application**

Unless expressly agreed otherwise, these General Terms and Conditions of Sale and Rental ("T&C") of Crown Gaming México, S.A. de C.V. ("Crown"), as amended from time to time, shall exclusively apply to the delivery of purchased, rented, or licensed items, and to the provision of services by Crown. Crown's T&C shall in each case form an integral part of the Contract and shall also apply to all commercial relationships with the Customer. Other conditions, including the customer's general terms and conditions, shall only be valid upon Crown's express written consent without the need for special notification. The Customer authorizes Crown to use personal data to the extent permitted by any applicable data protection law governing the implementation of the contractual relationship, and to disclose such personal data to Crown personnel involved in the implementation of the contractual relationship.

#### **2. Services and Description**

Crown provides gaming machines and draws for sale or lease to Customers with establishments that were operational at the time of the publication of the Decree reforming, adding, and repealing various provisions of the Regulations of the Federal Law on Gaming and Draws, namely, November 16, 2023.

#### **3. Offers and Customer Orders**

Offers made by Crown are non-binding and may be considered as an invitation ("invitatio ad offerendum") for the customer to submit a binding order ("Order"). Any information in Crown's catalogs, brochures, or other documents, as well as other written or oral statements, shall be non-binding unless agreed otherwise. Crown reserves the right to reject orders without stating any reasons. All prices are EXW, Incoterm 2020.

#### **4. Contract**

Upon sending a written order confirmation ("Order Confirmation"), whether electronically or otherwise, or upon sending the ordered items to the Customer, a Contract shall be established governed by these T&C. Unless expressly agreed otherwise in writing by Crown, Crown shall not be bound by any terms or conditions, whether written, oral, or otherwise, that deviate from or add to these T&C, and such terms and conditions shall be null and void.

#### **5. Customer Responsibilities**

It is the Customer's responsibility to use the gaming terminals and draws in a legal and ethical manner, ensuring compliance with all applicable laws and regulations in their jurisdiction. The Customer is also responsible for providing a safe and suitable environment for the installation of the gaming terminals and draws.

#### **6. Permitted Use**

Gaming terminals and draws may only be used for the purposes established in the executed Contract. The Customer shall not modify, disassemble, or reverse engineer the gaming terminals without prior authorization from the Company.

## **7. Payment Terms**

Unless otherwise agreed upon in writing between Crown and the Customer, the invoice amount (net purchase price plus VAT) shall be paid no later than 05 (five) days after the invoice date.

All invoices are issued directly by Crown to the Customer. Crown does not accept payments from third parties on behalf of the Customer without prior written consent from Crown. If the Customer wishes to make payments through a third party, the Customer is obligated to specify in writing, at least 14 (fourteen) days in advance, the reason why the payment will be made by a third party, as well as the relationship between the Customer and that third party. In any case, Crown reserves the right to not accept such payment from a third party.

Whether payments are made by the Customer or, if expressly agreed upon in writing by Crown, by third parties on behalf of the Customer, the Customer is obliged to ensure that their funds and/or third-party funds have not been obtained through criminal activities and have a legal origin.

## **8. Late Payment**

In case the Customer fails to make the corresponding payment as agreed in the gaming terminal lease contract, the following shall apply:

a) Late Interest: Crown reserves the right to apply late payment interest, payable on the last day of each month, or if it falls on a non-business day, the next business day, calculated at an annual fixed rate of 18% (eighteen percent).

b) Additional Charges: In addition to late payment interest, the Company may charge the Customer all reasonable costs incurred for the recovery of outstanding payments, as stipulated in the Contract.

c) Terminal Retrieval: Crown reserves the right to enter the establishments where the terminals are located to uninstall and retrieve them in case of outstanding payments and no agreement reached with the Customer.

d) Recovery of Outstanding Payments: The Customer shall be liable to indemnify Crown for all damages suffered as a result of late payment, including any loss of revenue or loss of profit.

e) Notification: Crown shall send the Customer written or electronic notification of any overdue payment and applicable additional charges before proceeding with further measures as stipulated in these T&C and the Contract.

f) Discounts or bonuses previously agreed upon for the Customer shall only be paid if payments are made on time and in the agreed amount.

## **9. Delivery Obligation Terms**

In the case of sale of the machines, transportation shall be at the Customer's expense, also in case of transport arranging by Crown. However, for leased terminals, delivery shall be made to the premises of the establishments previously designated by the Customer, at Crown's expense and cost. The cost of transportation services and transportation insurance shall be borne by Crown in case of lease gaming machines.

## **10. Re-exports**

With the aim of continuing good due diligence practices:

(i) The Customer shall not sell, export, or re-export, directly or indirectly, to the Russian Federation and Belarus or for use in the Russian Federation, any goods supplied under or in relation to this Contract falling within the scope of Article 12g of Council Regulation (EU) No 833/2014.

(ii) The Customer shall use best efforts to ensure that the purpose of paragraph (i) is not hindered by third parties, regardless of their hierarchical position in the business chain, including potential resellers.

(iii) The Customer shall establish and maintain an adequate monitoring mechanism to detect conduct by third parties, regardless of their hierarchical position in the business chain, including potential resellers, that could hinder the objective of paragraph (i).

(iv) Any violation of paragraphs (i), (ii), or (iii) shall constitute a material breach of an essential element of this Agreement, and the SELLER shall be entitled to seek appropriate remedies for non-compliance, including but not limited to: (a) termination of this Agreement; and (b) a penalty of 50% of the total value of this Contract or the price of the goods exported, whichever is higher.

(v) The BUYER shall promptly inform the SELLER of any issues in implementing paragraphs (i), (ii), or (iii), including relevant activities by third parties that may frustrate the purpose of paragraph (i). The BUYER shall make available to the SELLER information regarding compliance with the obligations set forth in paragraphs (i), (ii), and (iii) within two weeks upon simple request for such information.

Failure by the Customer to comply with all the above requirements shall constitute a material breach of these T&C and shall empower Crown to immediately suspend or terminate the respective Contract between Crown and the Customer. The Customer agrees to indemnify and hold Crown harmless from any costs, liabilities, penalties, sanctions, and fines related to non-compliance with applicable foreign trade laws, export, and import laws.

#### **11. Warranty – Liability**

11.1 Unless otherwise expressly agreed in a separate contract between Crown and the Customer, a general warranty period of six (06) months shall apply, starting on the date of delivery. Any specific contractual provisions agreed with the Customer shall prevail over this general rule.

11.2 The Customer shall inspect the gaming machines upon receipt and notify Crown in writing of any apparent defects within four (04) days and of any latent defects within thirty (30) days of delivery. Failure to notify within such periods shall entitle Crown to reject the claim.

11.3 The warranty covers, at Crown's option, the repair or replacement of defective parts, provided the defect results from manufacturing or material faults and not from improper installation, misuse, negligence, unauthorized modifications, normal wear and tear, acts of vandalism or third-party damage (in the event of either case, the Customer shall be responsible for purchasing Crown spare parts directly through Crown). Transportation and logistical costs may be borne by the Customer unless otherwise agreed.

11.4 The Customer agrees not to modify or access critical components of the Terminals such as processing boards, game programs, random-access memories, etc.

11.5 In no event shall Crown's total aggregate liability for any claim exceeds the amount actually paid by the Customer for the goods giving rise to the claim, except in cases of fraud or liability for personal injury.

#### **12. Intellectual Property Rights**

The Customer is obliged to protect the intellectual property rights of Crown or those licensed to Crown, particularly copyrights, trademarks, designs, or patent rights, and indemnify Crown for any damages incurred by Crown due to the infringement of such rights. In case of legal infringement by a third party, the Customer must immediately notify Crown in writing and, at Crown's request, provide legal assistance in the litigation at their own cost.

The Customer is prohibited from reproducing or imitating any purchased item without prior written consent from Crown, modifying the source code of any software delivered with the purchased item or making copies without prior express written consent from Crown, or exploiting or reproducing programs separately.

The Customer has the right to use Crown trademarks only after explicit written consent from Crown, while the scope and details of such permission shall be separately agreed upon in writing between the Customer and Crown.

### **13. Applicable Law and Jurisdiction**

In the event of a dispute regarding the interpretation or fulfillment of the Contract, the Parties expressly submit to the jurisdiction and competence of the competent courts of Mexico City, waiving any other jurisdiction or venue that may correspond to them by reason of their present or future domiciles.

### **14. Effectiveness**

These General Terms and Conditions of Sale & Rental entered into force on October 1, 2024, replacing any other General Terms and Conditions previously in effect up to that moment.