

CONTENT DEVELOPMENT SERVICES AGREEMENT

| | PROVIDER | COMPANY |
|-------------------|-----------------|----------------|
| NAME: | | |
| STREET ADDRESS: | | |
| CITY, STATE, ZIP: | | |
| ATTN: | | |
| PHONE: | | |
| EMAIL: | | |
| FAX: | | |

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Provider and Company hereby agree as follows:

1. SERVICES AND MATERIALS. From time to time during the Term, Company will engage Provider to perform services (the “**Services**”) and create materials (the “**Materials**”) as set forth on individual Statement of Work addendums in the form of **Exhibit A** (the “**Statement of Work**”) to be executed by Provider and Company. In the event of any conflict or inconsistency between the terms of this Agreement and the terms of a Statement of Work, this Agreement shall control.

2. COMPENSATION. In consideration for the Services performed, Materials delivered, and other rights granted to Company hereunder, Company agrees to make progress payments based on the work completed during the Initial Term and Renewal Term, and Provider agrees to accept the progress payments up to the total compensation set forth in each applicable Statement of Work. Provider shall provide a request for payment and a lien release for each payment request. Undisputed payment shall be made to Provider within forty-five (45) days after receipt of an invoice from Provider. Any improper invoicing will delay payment. No payment made hereunder shall be or may be construed to be final acceptance or approval of that part of the Services or Materials to which such payment relates, or relieve Provider of any of its obligations hereunder with respect thereto. Notwithstanding the foregoing, Provider shall not be entitled to full payment hereunder until such time as Provider delivers to Company all written and executed rights, permissions, releases and licenses with respect to the Services and Materials as required hereunder.

3. TERM. This Agreement shall commence as of the last date entered below (the “**Effective Date**”) and shall continue for a period of one (1) year (the “**Initial Term**”), unless terminated earlier in accordance with the terms herein. At the end of the Initial Term, this Agreement will renew on a month to month basis until terminated by either party for any reason in writing (each, a “**Renewal Term**”). In the event the preceding termination right is exercised while any Statement of Work remains outstanding, this Agreement shall not terminate until the expiration or termination of such Statement of Work in accordance with its terms. The Initial Term and any Renewal Term(s) shall be collectively referred to herein as the “**Term.**”

4. OWNERSHIP AND USE OF MATERIALS.

(a) All components and elements of the Services furnished by Provider hereunder will be created within the scope of Provider’s engagement by Company and accordingly, the parties expressly agree that, immediately upon creation thereof, all Materials and results and proceeds of Provider’s Services are, and shall be “Works Made for Hire” for Company specially commissioned for use as a compilation for purposes of the United States Copyright Act of 1976, as the same may be amended. If, for any reason, it should be determined that any Materials or results or proceeds of Provider’s Services are not “Works Made for Hire,” then this Agreement shall be deemed an assignment by Provider to Company of, and Provider hereby grants and transfers to Company, to the maximum extent permitted by applicable law, all rights, title, and interests in and to such Materials and results and proceeds, including all

copyrights, renewals and extensions of copyrights, therein, and any and all “moral rights” or right of “droit moral”, in perpetuity, throughout the world, provided that Provider shall maintain limited rights, title and interests in and to such Materials for sole purpose of competing for future artistic opportunities, e.g., exhibitions and installations, that require reproduction of the Materials or Statement of Work, including images, miniature replicas or drawings, with respect to any competitive proposal of the Provider for future projects or work. Provider agrees to execute and deliver to Company such additional documents as Company may request to effectuate intent of this Agreement. Provider acknowledges that its Services hereunder shall be performed in consultation with Company and subject to Company’s ultimate approval.

(b) Nothing in this Agreement shall require Company to use the Materials. Nothing in this Agreement shall restrict Company from using any Materials created by Provider for any legal purpose in perpetuity.

5. USE OF PREMISES. To the extent Provider will perform Services on any property owned or controlled by Company or an affiliate (“Property”), the following shall apply:

(a) Provider may enter the Property solely as specified by Company and only during hours designated by Company. Provider shall ensure that its employees and representatives (i) do not obstruct or interfere with the freedom or pleasure of guests or employees of Company when performing Services under this Agreement, (ii) comply with all applicable laws when performing the Services, including the Occupational Safety and Health Act and all applicable workplace safety and health standards and regulations, (iii) comply with all policies of Company or its affiliates applicable to the workplace where any Services are to be performed, and (iv) comply with any verbal instructions communicated to the Provider while onsite. Provider shall perform Services with professional due care and in accordance with prevailing industry standards and the requirements of this Agreement.

(b) Provider shall not (i) use or permit the use of any portion of the Property for any unlawful purpose; (ii) perform any act or carry on any practice that damages the Property or causes any offensive odors or loud noises or constitutes a nuisance or a menace (with the exception of noises related to normal production which comply with reasonable directions by Company related to noise reduction for convenience and comfort of Company’s guests); (iii) keep, use, store or discharge, or allow to be kept, used, stored or discharged, upon or about the Property, any hazardous substance, pollutant, contaminant, waste, byproduct or constituent that may damage or endanger any part of the Property or the occupants, patrons or invitees of Provider or Company, or be in contravention of any applicable law; or (iv) engage in any activity that could, in the view of Company, cause a disruption to Company’s business. In addition, Provider shall be responsible for initiating, maintaining and supervising safety precautions and programs in connection with any Services conducted on the Property pursuant to this Agreement. There shall be no dangerous stunts or simulations of dangerous or violent activities in connection with the Services on the Property; including, but not limited to gunfire, explosions, auto crashes, pyrotechnics, or the use of dangerous animals. Any such activity must be pre-approved by Company in writing. Provider acknowledges and agrees that obstruction of walkways and fire lanes is prohibited and at all times pedestrians shall have a safe route for walking, and entry and exit onto the Property by guests on foot shall not be interrupted for more than ten (10) minutes in any hour and interruptions to vehicle access to the Property shall be minimized.

(c) Notwithstanding any rights granted to Provider herein, Company shall maintain control over the Property and the Property at all times. In the event Provider uses or occupies the Property for a purpose or purposes other than as authorized herein, Company shall have the right, but not the obligation, to terminate this Agreement upon written notice to Provider, with no opportunity of cure by Provider. At all times while Provider is using the Property, Provider shall, at its sole cost and expense, keep the Property in a safe condition in accordance with all applicable laws and Company’s reasonable directions. Provider shall cooperate with Company’s staff in connection with its production activities on the Property and shall comply with any time restrictions imposed by Company, acting in its sole and absolute discretion, during Provider’s production activity on the Property. If so requested by Company, Provider will be escorted by Company’s designee during any and all activities on the Property under this

Agreement.

(d) Provider shall leave the Property in the same condition as at the commencement of the Services and in good condition and order (ordinary wear and tear excepted). Provider shall use the utmost care to prevent damage to the Property by any Provider Party. If Company claims that Provider is responsible for any such damage, Company shall notify Provider in writing, which writing shall include a detailed listing of all property damage for which Company claims Provider is responsible. Company shall cooperate fully with Provider in the investigation of such claims, and permit Provider's investigators to inspect the property claimed to be damaged. Provided that Company has so notified Provider of such damage and cooperated with Provider in the investigation of such claims, upon presentation by Company to Provider of an estimate for damage to any property of Company occurring as a result of the acts or omissions of Provider or a Provider Party, Provider shall pay to Company, within ten (10) business days, the actual and verifiable cost to repair or, if necessary, to replace any damaged goods, reasonable wear and tear excepted. Provider shall clean up, including removing all equipment and other materials, after each individual shoot is completed. Company shall not be responsible or held liable for any loss or any damage to any of Provider's equipment, materials or other property, except due to Company's gross negligence or intentional misconduct. Provider shall have the sole responsibility to insure or otherwise bear the risk of loss of such equipment, material or other property belonging to Provider, any Provider Party and/or their respective invitees.

6. SUBCONTRACTORS. Except for in-kind trades involved in fabrication or installation of the Materials or Statement of Work, Provider shall not subcontract this Agreement or the Statement of Work to any third party without (i) the prior written consent of Company, which may be withheld at its sole discretion, and (ii) the prior written agreement of the proposed subcontractor to be bound by the provisions of this Agreement. In the event Company approves any such subcontract, Provider shall obtain written releases from the subcontractor in a form necessary to transfer to Provider and/or Company all rights, title and interests in the Materials and all elements thereof. Notwithstanding any such subcontract, Provider shall not be relieved of its performance or obligations under this Agreement.

7. REPRESENTATIONS AND WARRANTIES. Provider represents and warrants to Company that:

(a) the Materials (other than any materials provided by Company to incorporate within the Materials, if applicable), when delivered to Company, will be the original creation of Provider and will be free and clear of any lien or claim by any person or entity, including, without limitation, any claim by any union, guild or any performing rights society for any payment;

(b) Provider will obtain all of the rights, permissions, releases and licenses that may be required to enable Company to exploit the Materials for any purpose in all media, worldwide, in perpetuity.

(c) Company's use of the Materials will not violate any rights of any kind of a third party, including but not limited to copyright, literary right, dramatic right, contract right, trademark, unfair competition, privacy or publicity rights, or give rise to any actionable claim by any third party, including, without limitation, any claim for libel, slander or defamation.

(d) neither the Materials nor Provider's performance hereunder are governed by any collective bargaining agreement or are subject to any rules or regulations of any union, labor organization, collective bargaining entity, guild or any performing rights society;

(e) Provider and its employees possess the necessary level of experience and expertise in projects of the size, complexity and nature contemplated and described herein, and will perform the Services with the care, skill and diligence of such a service provider;

(f) throughout the Term of this Agreement, Provider and Provider's agents, partners, employees and subcontractors shall abide by all laws, rules, regulations, permits and requirements applicable to the Services;

(g) Provider and Provider's agents, partners, employees and subcontractors shall comply with all of Company's applicable policies and procedures, including, without limitation, rights and clearances, sexual harassment and IT acceptable use policies;

(h) Provider has full power and authority to enter into this Agreement and it has not entered into any other agreement that in any way interferes with the full and complete performance of Provider's obligations to Company or the exercise by Company of any rights granted hereunder;

(i) the results of Provider's Services will be satisfactory to Company in Company's sole discretion, and Provider's duties as set forth herein shall at no time be in any way diminished by reason of any approval by Company of the Services and/or Materials nor shall Provider be released from any liability by reason of such approval by Company, it being understood that Company at all times is ultimately relying upon Provider's skills and knowledge in performing the Services;

(j) during the Term of this Agreement and for a period of one (1) year following its termination (for whatever reason), Provider shall not employ, as an employee, consultant or otherwise, any past or present employee of Company who has devoted any time to the Services contemplated by this Agreement while employed at Company; and

(k) Provider shall, at its own cost, make good any defects in Provider's Materials as soon as Provider becomes aware of such defects; should Provider neglect to make good such defects within a reasonable time after receiving notice, then Company shall be entitled to make good such defective Materials at the expense of Provider.

8. INDEMNITY. Provider agrees to defend, indemnify and hold Company, its parent, subsidiaries, affiliates and employees harmless from and against any claim, loss, liability, damages, penalties, taxes or cost, including reasonable attorneys' fees and costs (a) arising out of any breach or alleged breach of any warranty, representation, obligation or agreement of Provider under this Agreement or the transfer, sale, use or other exploitation of any part of any Materials created by Provider as contemplated under this Agreement, or (b) to any person by reason of any condition, whether defective or otherwise, of any apparatus, equipment or fixtures furnished by Provider in connection with the Services, and against all liability to any person by reason of any act or omission of Provider or any of Provider's agents or employees. Company shall have the right to participate in the defense of any such claim and to approve in advance any settlement thereof.

9. CONFIDENTIALITY. Provider shall not disclose any information regarding the terms of this Agreement, estimates, projections, budgets, prices, rates, costs, expenses, designs, Company proprietary information, plans or strategies, concerning Company, Company's business or employees, or any other information concerning the Services, the relationship between Company and Provider or any other Company business activity (collectively, "Confidential Information"), to any person or entity. Subject to the terms and conditions of this Agreement, Company hereby grants to Provider a non-transferable, non-exclusive, revocable, royalty-free license to use and reproduce the Confidential Information solely for purposes of creating the Materials or providing the Services to Company. Absent prior revocation, any such license shall automatically terminate upon the earlier of the termination of this Agreement, or the final completion of any Materials or Services hereunder.

10. REMEDIES. It is expressly understood and agreed by Provider that in the event of any purported or actual breach by Company of any provision of this Agreement, the damage, if any, caused Provider thereby will not be irreparable or otherwise sufficient to entitle Provider to injunctive or other equitable relief, and Provider accordingly acknowledges that its remedies shall be limited to the right, if any, to recover damages at law. The Services to be rendered by Provider under this Agreement are of a special, unique, unusual, extraordinary and intellectual character which gives them a peculiar value, the loss of which cannot be reasonably or adequately compensated solely in monetary damages to Company, and a breach by Provider of any of the provisions of this Agreement will cause Company irreparable injury. Provider therefore expressly agrees that Company shall be entitled to injunctive and other equitable relief to prevent a breach of this Agreement or any part thereof and/or to secure its enforcement. Resort to such

equitable relief, however, shall not be construed to be a waiver of any other rights or remedies which Company may have for damages or otherwise.

11. ASSIGNMENT. Company may assign all or any portion of its rights hereunder, without restriction, to any person or entity. This Agreement and Provider's rights, duties and obligations hereunder are personal to Provider, and Provider shall not assign or transfer this Agreement or any portion of Provider's rights or obligations hereunder without Company's written approval. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.

12. INDEPENDENT CONTRACTOR. Provider is an independent contractor. At no time will either party represent itself as an agent, employee, lessee, sub-lessee, partner or joint venture partner of the other party, and no employer-employee relationship shall exist between either party and any employee or agent of the other party. Neither party hereto shall have the express or implied right or authority to assume or create any obligation on behalf or in the name of the other party or to bind the other party in regard to any contract, agreement or undertaking with any third party.

13. EXPENSES. Provider shall be responsible for all of its expenses, including, but not limited to, equipment, supplies, wages, salaries, contributions, and expenses related to maintaining applicable insurance coverage. Notwithstanding the foregoing, in the event that Company agrees in a Statement of Work to reimburse Provider for certain out-of-pocket expenses incurred by Provider, any such expense must first be pre-approved by Company in writing and Provider shall maintain accurate and detailed records of such expenses and shall submit a copy of these records to Company on a monthly basis.

14. TAXES. Payments hereunder to Provider do not include any foreign, federal, state or local sales, use or other similar taxes, however designated, levied against the delivery or use of the Materials and/or the Services. Provider shall pay, or reimburse Company for, all such taxes imposed on Provider or Company, provided, however, that Provider shall not be liable for any taxes based on Company's net income.

15. LIMITATION OF LIABILITY. COMPANY'S LIABILITY ARISING OUT OF THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNT PAID BY COMPANY TO PROVIDER HEREUNDER. IN NO EVENT SHALL COMPANY BE LIABLE TO PROVIDER OR ANY OTHER ENTITY FOR ANY SPECIAL, CONSEQUENTIAL, PUNITIVE, INCIDENTAL OR INDIRECT DAMAGES, HOWEVER CAUSED, ON ANY THEORY OF LIABILITY, AND WHETHER OR NOT COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

16. FORCE MAJEURE. If for any reason, such as, any acts of God, any action(s), regulation(s), order(s) or request(s) by any governmental or quasi-governmental entity (whether or not the action(s), regulations(s), order(s) or request(s) prove(s) to be invalid), equipment failure, earthquake, war, terrorist acts, fire, flood, explosion, unusually severe weather, hurricane, embargo, labor dispute or strike (whether legal or illegal), labor or material or power shortage, transportation interruption of any kind, work slow-down, civil disturbance, insurrection, riot, cancellations, delays, diversions or substitutions or any act or omissions whatsoever by air carriers, hotels, or other transportation companies or any other persons providing any of these services and accommodations, restraints of public authority, or for any other reason, similar or dissimilar, beyond its control, any party hereto is unable to perform its respective obligations in connection with the Services, such non-performance shall not be considered a breach of this Agreement, provided said failure to perform is cured promptly upon the cessation of the permitted reason for such failure.

17. SPECIFICATIONS. "**Specifications**" shall mean any and all Company requirements set forth herein, as amended or supplemented in accordance with this Agreement. All Services and Materials must meet the Specifications and industry standards for professional, technical and qualitative practices and procedures and shall be fit for their intended purpose. If Company rejects Provider's performance of the Services or the Materials, Company may, in its sole discretion, elect to: (a) extend the time for

Provider to perform revised Services for acceptance in accordance with this section; (b) revise the Specifications and to negotiate an appropriate reduction to reflect the revised Specifications and Provider's failure to perform; (c) complete the Services and/or Materials and deduct the costs of completion from the fee; or (d) terminate this Agreement and/or the applicable Statement of Work.

18. NOTICES. Any and all notices or demands provided for, permitted or required to be given in connection with this Agreement shall be in writing and be conclusively deemed to have been given if (i) personally delivered to the party entitled to receive the same; or (ii) within five days after depositing it in a United States mailbox either by certified or registered mail, postage prepaid, in a sealed envelope addressed to the name and address of the party entitled to receive the same as set forth hereinabove; or (iii) one day if sent by first class overnight, nationally known delivery or courier service, prepaid in a sealed envelope or package addressed to the name and address of the party entitled to receive the same as set forth hereinabove. A copy shall be sent to Caesars Enterprise Services, LLC - Attn: General Counsel, One Caesars Palace Drive, Las Vegas, NV 89109.

19. TERMINATION.

(a) **Termination by Company.** Company may terminate this Agreement and/or the Statement of Work at any time upon ten (10) days' prior written notice to Provider. Company shall be responsible for the payment of unpaid charges due and payable for Services properly performed and/or completed Materials provided to Company up to the effective date of termination.

(b) **Termination for Event of Default.** Upon any Event of Default, the defaulting party shall have thirty (30) days after notice is given by the non-defaulting party of an occurrence of Event of Default to cure such Event of Default, and if such Event of Default has not been cured to the non-defaulting party's reasonable satisfaction upon expiration of such period, the non-defaulting party may terminate this Agreement effective immediately. "Event of Default" shall occur if (i) there is filed in any court, by or against a party, a petition in bankruptcy or insolvency, or for reorganization, or for the appointment of a receiver or trustee of all or a portion of the property of a party; (ii) a party makes an assignment for the benefit of creditors or petitions for, or enters into, a similar agreement or arrangement with its creditors; or (iii) there is a breach by a party of any covenant, representation or warranty set forth in this Agreement, or a party otherwise fails to perform or abide by any provisions of this Agreement.

(c) **Effect of Termination.** Termination of this Agreement for any reason shall terminate any uncompleted Statement of Work. Upon termination of this Agreement, Provider agrees to return to Company all copies of any Confidential Information or other materials received from Company. Furthermore, Provider agrees to deliver to Company all Materials, and all works-in-progress associated with any outstanding Statement of Work. All such Materials and works-in-progress delivered under this section are the sole property of Company. Termination of this Agreement by either party will be without prejudice to that party's other rights and remedies hereunder, subject to any limitations on remedies provided herein.

20. PUBLICITY. Provider shall not use any trademark, service mark, trade name, or other name or logo of Company or its affiliates in any advertising or publicity and shall not issue any public statement concerning this Agreement or the Services rendered hereunder without the prior written consent of Company.

21. INSURANCE. During the term Provider agrees to maintain the insurance coverage and limits set forth in Exhibit B.

22. LIENS. The Provider shall deliver the Statement of Work to Company free from any and all liens or other encumbrances. Provider shall immediately (which is defined for purposes of this paragraph as no more than five (5) working days from receipt of any lien or other notice) notify Company of the existence of any and all liens filed by any subcontractors. The Provider shall then immediately remove or cure the lien by either of the following ways: 1) negotiate and

pay the subcontractor and obtain a written lien release; or 2) obtain a lien bond, at Provider's sole expense, in the amount of 120% of the lien amount in favor of Company.

23. MISCELLANEOUS. This Agreement and any Statement of Work may be executed in multiple counterparts and an electronic or facsimile copy thereof shall be deemed, and shall have the same legal force and effect as, an original document. This Agreement (including all executed Statement of Works) contains the entire understanding of the parties hereto relating to the subject matter herein and supersedes any prior verbal or written, express or implied, agreements or representations between the parties. This Agreement may be amended or modified only by a writing executed by Company and by Provider. No provision of this Agreement shall be interpreted against any party because such party or its legal representative drafted such provision. A waiver of any provision hereof in any instance by Company shall not be construed as a waiver thereof for the future or of any other provision. If any provision hereof shall be adjudged by a court to be void or unenforceable, the same shall not affect any other provision hereof, or the validity or enforceability of this Agreement. This Agreement shall be governed by, construed in and enforced exclusively in accordance with the tribal rider attached hereto and incorporated herein by reference as **Exhibit C**. The section headings are intended for reference only and do not affect the meaning or interpretation of this Agreement. Any of these terms and conditions which by their nature extend beyond the termination or expiration of this Agreement remain in effect until fulfilled, including, without limitation, the provisions of Sections 4, 7, 8, 9, 10, 11, 15 and 23. Company has no obligation to purchase any minimum quantity of services hereunder. Nothing in this Agreement grants Provider the exclusive right or privilege to supply Company with Services, nor prohibits Company purchasing from a third party services which are similar to the Services.

IN WITNESS WHEREOF, the parties have duly executed this Agreement effective as of the Effective Date.

COMPANY

PROVIDER

By: _____

By: _____

Name [PRINT]: _____

Name [PRINT]: _____

Title [PRINT]: _____

Title [PRINT]: _____

Date: _____

Date: _____

EXHIBIT A

FORM STATEMENT OF WORK

The terms of this Statement of Work shall be made a part of the Content Development Services Agreement, made and entered into by and between _____ (“**Provider**”) and _____ (“**Company**”). In exchange for the payment amount(s) set forth below, Provider agrees to perform the Services and/or create and deliver the Materials described below.

1. **Date:** [_____]
2. **Description of Services:** [_____] (the “**Services**”).
3. **Description of Materials:** All materials, results and proceeds of Provider’s Services including without limitation: [_____] (the “**Materials**”).
4. **Ownership of Materials:** All right, title and interest to the Materials shall be owned by Company.
5. **Description of Company’s Usage Rights:** Company is entitled to use the Materials in all media, worldwide, in perpetuity, without restriction.
6. **Delivery Requirements and Deadlines:** [_____].
7. **Authorized Company Approver of Materials and Services:** [_____].
8. **Amount(s) Payable to Provider for Services and/or Materials:** \$[_____]
9. **Payment Schedule:** [_____]
10. **Other Terms and Conditions (if any):** [_____].

IN WITNESS WHEREOF, the parties have duly executed this Statement of Work effective as of the date set forth above.

COMPANY

PROVIDER

By: /SOW FORM – DO NOT SIGN/

By: /SOW FORM – DO NOT SIGN/

Name [PRINT]: _____

Name [PRINT]: _____

Title [PRINT]: _____

Title [PRINT]: _____

Date: _____

Date: _____

EXHIBIT C

RINCON RIDER

The following is hereby added or substituted to the appropriate paragraphs of the Content Development Services Agreement (“Agreement”), dated as of _____, between **Rincon Band of Luiseño Indians d/b/a Harrah’s Southern California Resort, by HCAL, LLC, as its Manager** (“Company”), and _____ (“Provider”).

I. Inconsistent Provisions. Notwithstanding any provision herein, this rider (“Rider”) shall govern and control over any inconsistent or conflicting provisions in the Agreement.

II. Suitability. As a holder of a tribal gaming license, Company is required to adhere to strict laws and regulations regarding vendor and other business relationships. If at any time Company determines, at its sole discretion, that Provider or its principals or any key employees violate any applicable statutes and regulations regarding prohibited relationships with gaming companies, Company shall have the right to terminate this Agreement and Company shall thereafter have no further obligation or liability to Provider whatsoever.

As a holder of privileged gaming licenses, Company and its affiliates are required to adhere to strict laws and regulations regarding vendor and other business relationships or associations. If at any time Company determines, in its sole discretion, that its association with Provider could violate any statutes and/or regulations regarding prohibited relationships with gaming companies, or if Company determines, in its sole discretion, that it would be in its best interest to terminate its relationship with Provider in order to protect any proposed or pending licensing applications or any of its privileged gaming licenses, Company may immediately terminate this Agreement. Provider agrees to cooperate with Company, if requested, to undergo a background investigation to comply with Company compliance policies and to continue to cooperate with Company throughout the term of this Agreement to establish and maintain Provider suitability. During the term of this Agreement, to the extent that any prior disclosure becomes inaccurate, including but not limited to the initiation of any criminal proceeding or any civil or administrative proceeding or process which alleges any violations of law, involving Provider or any of Provider’s owners or key principals, Provider shall disclose the information to Company within 10 calendar days from that event. Provider agrees to comply with any background investigation conducted in connection with the disclosure of this updated information. Under this paragraph, for privately held companies, “owner” shall mean any holder of an interest in the Provider, and for publicly-traded entities shall mean any holder of a 5% or greater interest unless that interest meets the definition of an institutional investor as that term is defined in the gaming laws of Nevada. If Provider is or becomes required to be licensed by any federal, state, and/or local gaming regulatory agency, Provider shall secure said licensing at its sole cost and expense, or if it fails to become so licensed, or, once licensed, fails to maintain such license or fails to continue to be suitable by the governmental licensing agency, Company may immediately terminate this Agreement. Notwithstanding any other terms of this Agreement, in the event of termination of this Agreement pursuant to this Section, Company shall have no further liability to Provider, except for any obligations pursuant to any work performed prior to the date that such termination becomes effective, unless otherwise prohibited by a gaming regulatory agency. Provider agrees to notify Company of any change of control in its ownership which is defined as any change of ownership on 20% or more of its common stock, or any change of ownership of any of its three largest holders holding 5% or more of the outstanding common stock.

Provider agrees to comply with all federal, state, local, provincial or other laws or regulations applicable to countries outside of the United States, including but not limited to laws and regulations governing anti-corruption, anti-bribery, foreign corrupt practices, and anti-money laundering laws and regulations applicable to its business. Failure to do so could result in termination of this Agreement pursuant to this paragraph.

III. Governing Law. This Agreement shall be subject to, and construed according to Tribal Law, including, without limitation and to the extent applicable, the Secretarial Procedures, the Tribal Gaming Ordinance, and any rules and regulations governing gaming establishments adopted by the Rincon Gaming Commission, including any specific requirements imposed on the services, operations or equipment which are the subject of this Agreement. By entering into this Agreement, Provider expressly consents to the application of Tribal Law and the jurisdiction of the Rincon Tribal Court.