

HOLLAND CASINO PURCHASE CONDITIONS 2013

Application

There are three categories of products and/or services that are purchased for Holland Casino, namely Services, Goods and Computer Services.

Chapter 1 of these Purchase Conditions applies to each of these purchase categories. Chapter 2 contains additional provisions for the purchase of Goods, while Chapter 3 contains additional provisions for the purchase of Computer Services. Chapter 4 deals with Data Security and applies additionally to every purchase category where the Supplier has or obtains access to the information systems and networks of Holland Casino.

CHAPTER 1 – GENERAL

Article 1. Definitions

The following terms and expressions bear the meaning assigned to them for the purposes of these Purchase Conditions:

<i>Computer Services</i>	:	The computer services to be provided and/or the software to be supplied by the Supplier to Holland Casino by virtue of an Agreement;
<i>Services</i>	:	The work to be performed by virtue of an Agreement, other than Computer Services. Suppliers may include advertising bureaus, advisers, architects, training institutions, freelancers, printing companies, cleaning companies, caterers, photographers and artists;
<i>End Result</i>	:	The result accomplished pursuant to an Agreement, in relation to which copyright or other proprietary rights may be enforced;
<i>Holland Casino</i>	:	The client and the user of these Purchase Conditions;
<i>Purchase Conditions</i>	:	These Purchase Conditions;
<i>Delivery</i>	:	Placing one or more Goods in the possession of or within the power of Holland Casino and any installation or assembly of these Goods, as well as the supply of Services and/or Computer Services;
<i>Supplier</i>	:	The supplier from which Holland Casino receives a quotation and/or offer or with which Holland Casino concludes an Agreement;
<i>Agreement</i>	:	The verbal or written agreement between Holland Casino and the Supplier, including an instruction for the delivery of Goods, Services and/or Computer Services;
<i>Parties</i>	:	Holland Casino and the Supplier;
<i>Confidential Information</i>	:	All information to which the Supplier has or gains access in connection with requests, quotations, offers or the Agreement, excluding information placed in the public domain without there being or having been a breach of an obligation of confidentiality;
<i>Goods</i>	:	Tangible items to be delivered.

Article 2. Scope of application

1. These Purchase Conditions apply to all (pre-contractual) requests, quotations, offers and Agreements where Holland Casino acts as client for the supply of Goods and/or Services and/or Computer Services.
2. The application of any terms and conditions used by the Supplier or any other conditions used by or referred to by the Supplier is hereby explicitly excluded.
3. Deviations from these Purchase Conditions are only valid insofar as they are agreed in writing between Holland Casino and the Supplier.
4. In the event of any conflict between the Agreement and the Purchase Conditions, the Agreement takes precedence.
5. If and insofar as any one or more provisions in these Purchase Conditions is/are in conflict with any statutory regulation and/or declared null and void by virtue of an irrevocable court decision, the remaining provisions will remain in full force and effect. The Parties will then make an effort to substitute the null and void provisions by valid provisions which coincides as far as possible with the intention behind the null and void provisions.
6. The relationship between Holland Casino and the Supplier (and the latter's employees and third parties) is governed by the Casino Games Decree 1996, the "Code of Conduct on acceptance of business gifts, invitations and side jobs" and the applicable house and security rules. The Supplier confirms that it has received copies of the Casino Games Decree 1996, the Code of Conduct and the applicable house and security rules.
7. The Supplier is not permitted to use Holland Casino (including its logo) as a reference in any form of information without prior written consent from Holland Casino.

HOLLAND CASINO PURCHASE CONDITIONS 2013

Article 3. Offer, conclusion of Agreement

1. The offer or quotation issued by the Supplier is irrevocable and remains valid for a period of at least 3 months after the closing date of the request by Holland Casino. Holland Casino is entitled to award parts of an issued quotation to the Supplier.
2. The Agreement shall be concluded by the Supplier's bid being accepted in writing by Holland Casino or by the signature of a written agreement between the Supplier and Holland Casino.
3. The Supplier bears the full financial cost and risk arising from the preparation and issue of a quotation.

Article 4. Duty of disclosure

The Supplier is obliged, when entering into and performing the Agreement, to immediately warn Holland Casino of any inaccuracies, defects or omissions in the request for the quotation and/or the Agreement including its appendices, which may include drawings, samples, materials and specifications, to the extent that the Supplier is or ought reasonably to be aware of these. Inaccuracies also include unsuitability of the Goods, Services and/or Computer Services, inadequate functioning of information security and an infringement as specified in Article 13.4 of these Purchase Conditions. This duty of disclosure also applies to (financial) consequences and risks, where the Supplier might reasonably suspect that these have not been foreseen by Holland Casino.

Article 5. Amendments

1. Holland Casino is entitled, following consultation with the Supplier, to amend the extent and/or properties of the Goods, Services and/or Computer Services to be delivered. Any amendments must be agreed in writing.
2. If, in the view of the Supplier, an amendment has consequences for the agreed performance, it is obliged to notify Holland Casino accordingly, in writing, as quickly as possible and not later than 8 working days after the required amendment has been notified to it, before giving effect to the amendment.
3. In the event that the Supplier fails to inform Holland Casino (fully) about any such consequences in writing and in good time, the Supplier bears the financial responsibility and risk of such consequences.

Article 6. Assignment of rights and obligations

1. The Supplier may not assign the rights and/or obligations arising for the Supplier under the Agreement either in full or in part to any third parties without the prior written consent of Holland Casino. Holland Casino is entitled to attach conditions to any such consent.
2. The Supplier may not delegate the performance of its obligations under the Agreement either in full or in part to any third parties without prior written consent from Holland Casino. Holland Casino is entitled to attach conditions to any such consent. The Supplier remains at all times liable to Holland Casino for the correct performance of the obligations under the Agreement.
3. In the event that Holland Casino grants consent to the Supplier to involve a third party in the performance of the Supplier's obligations, Holland Casino will be entitled to withdraw its consent if, in its opinion, the third party in question does not in any way satisfy expectations, or for other reasonable reasons. In such circumstances, the Supplier will itself perform the obligations or have these performed by another third party approved by Holland Casino.
4. Holland Casino is entitled to assign its rights and obligations under the Agreement to group companies or to contribute them towards a company.

Article 7. Delivery

1. The Supplier guarantees that the Goods, Services and/or Computer Services and any installation or assembly thereof are in conformity with what has been agreed.
2. The Supplier guarantees that the Goods, Services and/or Computer Services it supplies shall be performed with due professional skill and guarantees the quality and integrity of its employees.
3. Any additional work undertaken without prior written agreement is at the Supplier's risk and expense.
4. The Delivery must be made at the agreed place and the agreed time. Partial delivery is only permitted if Holland Casino has explicitly indicated that this is the case. All delivery dates indicated by Holland Casino are deadlines unless otherwise specified in the Agreement. In the event of failure to meet a delivery date or time, the Supplier is immediately in default, without any requirement for a notice of default.
5. The Supplier must forthwith inform Holland Casino in writing of any impending delays in delivery. This is without prejudice to any consequences of this infringement under the Agreement, of which the Purchase Conditions form part, or under any statutory provisions.
6. Unless otherwise provided for in writing in the Agreement in writing, Delivery will be accomplished in accordance with Incoterms (2010) DDP (Delivered Duty Paid) or carriage paid. Holland Casino does not under any circumstances accept cash on delivery.
7. Holland Casino shall be entitled to postpone Delivery. If Holland Casino requests a postponement of the Delivery, Holland Casino shall compensate the Supplier for the reasonable cost of packaging, storage, conservation, security and insurance arising from the postponement, as approved by Holland Casino.
8. The Supplier guarantees that the Goods, Services and/or Computer Services are complete and ready for use. It undertakes to deliver and transfer ownership of all components, supporting materials and attachments, tools, spare parts, user instructions and instruction manuals, required to achieve the correct performance of the Goods and software and the objective that has been indicated by Holland Casino in writing, even if not specifically mentioned.

HOLLAND CASINO PURCHASE CONDITIONS 2013

9. The Supplier is obliged to transfer the ownership to Holland Casino of all information, documentation, explanations, etc, in written form, which Holland Casino might reasonably require in order to avail itself of the normal use of the Goods, Services and/or Computer Services that have been delivered. Holland Casino shall be at liberty to use this documentation as it sees fit, which is deemed to include its reproduction for internal use. The documentation should be prepared in Dutch or, if this is not available, in English.
10. In addition to the Delivery as agreed in the Agreement, the Supplier shall also perform all additional acts that Holland Casino might reasonably require to make optimal use of the Goods, Services and/or Computer Services, all for the price incorporated in the Agreement.
11. The Goods, Services and/or Computer Services that are delivered pursuant to the Agreement will only be deemed to have been accepted by Holland Casino following written confirmation to that effect.

Article 8. Packaging

1. To the extent that the Delivery relates to Goods and software, the Supplier shall store the Goods and software properly packaged separated and identifiable, and keep them conserved, secured and insured. All packaging, with the exception of the Supplier's transit packaging, clearly recognisable as such, will become the property of Holland Casino at the time of delivery. Holland Casino is entitled to waive this right and oblige the Supplier to take back the packaging (inclusive of waste and packaging material) or return this at the Supplier's expense.
2. In the event that Holland Casino processes or destroys packaging materials at the Supplier's request, this shall be done at the risk and expense of the Supplier.

Article 9. Legislation and regulations

1. The Supplier guarantees that it complies in all respects with current national and European legislation and regulations, including legislation and regulations in the fields of data protection, security and environment. The Supplier guarantees that it shall comply with all relevant legislation and regulations, codes and guidelines from government bodies during the performance of its obligations.
2. Holland Casino and the Supplier shall observe the working instructions set forth in the current version of NEN 3140 in the course of work to or in the vicinity of low voltage systems and networks.
3. The Supplier is not entitled to derive any benefit against Holland Casino on the basis of the unfamiliarity of the Supplier with any relevant provision. The Supplier indemnifies Holland Casino for consequences in any way associated with a failure to observe rules, standards and guidelines and the Supplier shall compensate Holland Casino fully in the event of any adverse consequences. This indemnity remains in force after termination of the Agreement, irrespective of the reason for such termination.

Article 10. Price and price reviews

1. The prices include all costs related to the fulfillment by the Supplier of its obligations. The prices are exclusive of VAT.
2. The prices are fixed unless the Agreement specifies the circumstances that may give rise to a price review and also specifies the manner in which such a review is undertaken.

Article 11. Invoicing and payment

1. Invoicing shall take place after Delivery. On the invoices the Goods, Services and/or Computer Services delivered and the delivery address, shall be fully specified according to quantity and type, unless otherwise agreed in writing. In the event of multiple deliveries in a single month, the Supplier shall submit one invoice for the total Deliveries after the end of the month. For partial deliveries, the Supplier shall submit its invoice after the final partial delivery has taken place, unless the Parties agree otherwise.
2. The Supplier takes care that final payment regarding the Goods, Services and/or Computer Services delivered can take place within a foreseeable period. In the Agreement the Parties may determine a payment schedule or make further arrangements regarding the final payment. In the absence of such further arrangements the 'foreseeable period' shall not extend beyond one calendar year. In the event a Supplier has not submitted its invoice within this period Holland Casino is not obliged to pay the amount.
3. Invoices shall be paid within 60 days after receipt of the invoice by Holland Casino. Holland Casino shall inform the Supplier, within these 60 days, if it does not accept the invoice, stating the reasons.
4. There is no facility for direct debit payments.
5. Holland Casino is entitled to suspend payment if it establishes a failure in the fulfillment of an obligation by the Supplier. In addition, Holland Casino has a right to set-off.
6. Payment by Holland Casino shall in no way constitute a waiver.
7. In the event that Holland Casino is obliged to make payments in advance, the Supplier shall arrange a bank guarantee, at its own expense, at Holland Casino's first request, in accordance with a template document to be specified by Holland Casino, or shall provide some other form of reliable security, at the option of Holland Casino.
8. If the Supplier is in default with fulfillment of an obligation, Holland Casino is entitled, in advance payment cases, to offset the statutory interest on the advance payment amount against the amounts due by Holland Casino for the period during which the Supplier is in default.
9. Holland Casino is entitled to arrange for an independent accountant to undertake an investigation at the Supplier, including its financial records, to verify the accuracy of the costs that have been invoiced and/or compliance of the Goods, Services and/or Computer Services with the Agreement. The Supplier shall

HOLLAND CASINO PURCHASE CONDITIONS 2013

cooperate fully with any such investigation. Holland Casino shall bear the financial costs associated with this investigation unless the investigation shows that the costs that have been invoiced are incorrect and/or that the Goods, Services and/or Computer Services do not comply with the Agreement.

Article 12. Intellectual property

1. The Supplier guarantees that use, which includes resale, by Holland Casino of the Goods, Services and/or Computer Services that have been delivered does not infringe any intellectual property right or any other third party rights. The Supplier guarantees free and undisturbed use by Holland Casino of the Goods, Services and/or Computer Services that have been delivered. The Supplier indemnifies Holland Casino against claims by third parties, of whatever nature, in relation to the (potential) infringement of intellectual (property) rights or other third party rights. This obligation of indemnity survives termination of the Agreement, irrespective of the reason for such termination.
2. To the extent that Holland Casino provides the Supplier with information, documentation, explanations, (micro) films, hardware and software, templates, matrices, tools etc for the performance of the Supplier's obligations, these items remain the property of Holland Casino at all times.
3. All intellectual property rights arising during the performance of its obligations by the Supplier on the instructions of Holland Casino or in the pre-contractual request shall belong to Holland Casino. The Supplier hereby assigns the intellectual (property) rights to Holland Casino insofar as necessary. To the extent that a further document is required for the transfer of such rights, the Supplier hereby irrevocably grants authority to Holland Casino to arrange the preparation of such a document and its signature on behalf of the Supplier, without prejudice to the obligation for the Supplier to cooperate in the assignment of such rights upon first request by Holland Casino, without stipulating any (financial) conditions. The Supplier hereby irrevocably grants authority to Holland Casino to register the assignment of intellectual property rights and other rights in the relevant and appropriate registers.
4. The Supplier, in this context also acting as representative for its personnel, hereby waives all so-called moral rights" to which it may be entitled vis-à-vis Holland Casino, to the extent that the applicable regulation permits such a waiver.

Article 13. Confidentiality

1. The Supplier is obliged to keep the Confidential Information secret and not to disclose such Confidential Information in any way (verbally, in writing, using social media or by other (electronic) means) to third parties. The Supplier shall use the Confidential Information only insofar as this is required in the context of performing the Agreement. The Supplier shall only disclose the Confidential Information to its employees or persons to be engaged by the Supplier insofar as this is necessary for the performance of the Agreement. , Moreover, the Supplier shall impose this confidentiality obligation on any person it engages for the performance of its obligations.
2. The Supplier is obliged to take adequate technical and organisational measures to keep the Confidential Information safe against damage, loss or any form of unlawful processing. Having regard to the state of the art and the costs of implementation, these steps will guarantee an adequate level of security, bearing in mind also the risks involved in the processing of the Confidential Information and the nature thereof.
3. This confidentiality obligation remains in force after termination of the Agreement, irrespective of the reason for such termination.
4. Infringement of the confidentiality obligation by the Supplier and/or by persons it may engage amounts to a default in the fulfilment of the obligations under the Agreement. Without prejudice to its other rights, Holland Casino is entitled to recover the losses from the Supplier.

Article 14. Termination

1. Either of the Parties is entitled, without prejudice to any other claims it may have, to terminate or dissolve the Agreement in full or in part at any time, without being due compensation to the other Party, if:
 - a. the other Party is in default with the fulfilment of an obligation under the Agreement;
 - b. the other Party is declared bankrupt or is granted a suspension of payments or an application for a suspension of payments has been filed ;
 - c. the other Party's business or organisation is discontinued or liquidated or if the legal entity is dissolved.
2. Holland Casino is entitled to cancel or dissolve the Agreement with immediate effect if it would or could sustain damage as a result of continuing the Agreement, including political damage and damage to its reputation.
3. The previous paragraph also applies if the Supplier acts in breach of the Casino Games Decree 1996, the applicable house and security rules and the Code of Conduct on accepting business gifts, invitations and additional jobs.

Article 15. Performance defaults

Unless provided otherwise in the Agreement, any default by the Supplier in the performance of one or more of the obligations under the Agreement shall oblige the Supplier to compensate all damages – including at least pecuniary and consequential damages and the actual costs of legal assistance – that Holland Casino sustains as a result of the default, except in cases of *force majeure* and without prejudice to all other rights available to Holland Casino.

HOLLAND CASINO PURCHASE CONDITIONS 2013

Article 16. Indemnification

The Supplier indemnifies Holland Casino against claims by third parties in relation to the Goods, Services and/or Computer Services, the performance of the Agreement by the Supplier and any unlawful actions on the part of the Supplier.

Article 17. Force majeure

1. Neither of the Parties may be imputed for a default in performance if it is not to blame for the default and is not accountable for the default by virtue of the law, legal action or universally accepted commercial standards.
2. If it proves definitively impossible for either of the Parties to fulfil its obligations as a result of *force majeure*, or if the *force majeure* situation persists for more than 30 days, or if it may reasonably be anticipated that the *force majeure* situation shall persist for more than 30 days, the other Party is entitled to cancel or dissolve the Agreement with immediate effect, without judicial intervention and either fully or partially, without being obliged to make payment to or compensate the Party affected by the *force majeure*. Any payments in advance must be refunded by the Party affected by the *force majeure* situation within 30 days after termination of the Agreement.
3. *Force majeure* does not, in any event, include strikes, sickness or absence of personnel, failure on the part of suppliers or other third parties hired by the Supplier to fulfil their obligations, failure of (technical) equipment and machines or the Supplier's liquidity problems.

Article 18. Supplier's employees

1. Holland Casino reserves the right to undertake or arrange for a background investigation at any time against the persons instructed by the Supplier to work at Holland Casino. Holland Casino is also entitled to demand a Certificate of Conduct ["*Verklaring omtrent het gedrag*" (VOG)] from such persons before they commence their work. The costs for the VOG shall be met by the Supplier. If the background investigation is undertaken by a third party, Holland Casino shall bear the relevant costs.
2. The Supplier shall not deploy any persons to work at Holland Casino below the age of 18 years, or if they are banned from entry or have an attendance restriction, without prior written permission from Holland Casino.
3. The persons to be deployed by the Supplier for the Agreement must always be in a position to identify themselves at the Holland Casino sites and must obey any instructions issued by the authorised officials of Holland Casino.
4. Holland Casino is entitled to arrange for the replacement of one of the Supplier's employees by a different employee in so far as this is reasonably justified and following prior consultation with the Supplier. If the substitution of a person deployed by the Supplier results in delays in implementation of the Agreement, the Parties shall arrange for a new deadline to be set, through joint consultation.
5. The persons deployed by the Supplier may not under any circumstances be regarded as employees of Holland Casino. Holland Casino is therefore not liable for any income tax or wages tax, national insurance premiums and/or social insurance premiums or other costs, charges or payments arising from the work done by such persons, which may be due by an employer to or in connection with an employee or former employee.

Article 19. Takeover of personnel

The Supplier is not entitled to offer employment to any employees of Holland Casino or enter into negotiations with such employees regarding employment without prior written permission from Holland Casino, either during negotiations or during the term of the Agreement and for one year after its termination. If the Supplier acts in breach of this provision, Holland Casino is entitled to terminate the Agreement with immediate effect and the Supplier shall pay to Holland Casino the losses sustained by Holland Casino, which include losses arising from the (premature) termination of the Agreement.

Article 20. Liability of Holland Casino

Holland Casino is not liable to the Supplier for damages – irrespective of their cause – except in cases of intent or gross negligence. Holland Casino shall not be liable for consequential damages under any circumstances.

Article 21. Amendments to the Purchase Conditions

1. Holland Casino is entitled to amend the Purchase Conditions and to declare that the amended Purchase Conditions shall apply to existing Agreements. Any such amendments shall become binding upon the Supplier 30 days after they have been notified to the Supplier.
2. If the Supplier disagrees with the proposed amendments, it must notify Holland Casino accordingly within the time limit of 30 days specified in paragraph 1, by means of a registered letter containing its reasons. Once Holland Casino receives said registered letter, Holland Casino is entitled to terminate the Agreement immediately, without being due to pay compensation to the Supplier.

Article 22. Governing law and disputes

1. The Agreement of which these Purchase Conditions form part shall be governed exclusively by the law of the Netherlands.

HOLLAND CASINO PURCHASE CONDITIONS 2013

2. Any dispute between the Parties, which is deemed to include any situation which only one of the Parties deems to be a dispute, shall as far as possible be resolved by means of close consultation.
3. If the Parties fail to reach a solution, then the dispute shall be determined by the competent Court in Haarlem.

CHAPTER 2 – GOODS

Article 23. Scope of application

This chapter imposes additional conditions applicable to the purchase of Goods.

Article 24. New Goods, replacement

The Supplier guarantees that Holland Casino will be in a position to order more (components) of the Goods to which the Agreement relates during a minimum period of 10 years after the Agreement is entered into, and that the Supplier shall be able to deliver these to Holland Casino. The Supplier also guarantees that it shall be able to undertake preventive and corrective maintenance to the Goods, at reasonable rates, during a minimum period of 10 years after the Agreement is entered into.

Article 25. Inspections

1. Holland Casino is entitled at all times to inspect or arrange for an inspection of the Goods either during their production, processing and storage or after Delivery.
2. When first asked to do so by Holland Casino, the Supplier shall grant access to Holland Casino or its representative to the site where the production, processing or storage of the Goods (or components thereof) is being undertaken or ought to be undertaken. The Supplier shall assist with any inspection, free of charge.
3. In the event that it is impossible, due to the Supplier's actions, for an inspection referred to in this article to be conducted at the appointed time, or if it is necessary to repeat an inspection, the Supplier shall be liable for any costs incurred by Holland Casino as a result.
4. In the event that (any part of) the Goods are rejected, the Supplier shall arrange for repair or replacement of (that part of) the Goods, as supplied, within 5 working days.
5. If the Supplier fails to fulfil the obligation specified in the previous paragraph within the set time limit, Holland Casino is entitled to purchase the required Goods from a third party or else to take the requisite steps itself or have them taken by a third party, at the expense and risk of the Supplier.
6. If the Supplier does not collect the rejected Goods, as delivered, within 5 working days, Holland Casino is entitled to return the Goods to the Supplier at the latter's expense.

Article 26. Transfer of risk and ownership

Ownership and risk in relation to the Goods transfer to Holland Casino once Holland Casino has accepted the Delivery.

Article 27. Guarantee

1. The Goods are covered by a comprehensive guarantee of 12 months, or longer if the Supplier provides a longer guarantee period.
2. The guarantee period commences at the point when Holland Casino accepts the Delivery.
3. The Supplier guarantees that the Goods and any installation/assembly thereof coincide with what has been agreed and are free from design, material and/or manufacturing defects. The Supplier also guarantees that the Goods are entirely complete and ready and fit to be used.
4. The Supplier guarantees that the Goods as delivered satisfy all statutory provisions relating to matters such as quality, the environment, safety and health.

CHAPTER 3 – COMPUTER SERVICES

Article 28. Scope of application

1. This Chapter imposes additional provisions where Holland Casino draws upon the Supplier's employees to undertake Computer Services, where Holland Casino is being supplied with software from (or developed by) the Supplier. This chapter also applies if the Supplier is only providing software.
2. The Supplier guarantees that the software and the employees it provides satisfy the requirements imposed by Holland Casino as specified in the Agreement.

Article 29. Acceptance tests

The Parties are entitled to agree upon acceptance tests. The Agreement shall contain a description of these and of their consequences.

Article 30. Guarantee period

1. The Supplier shall, to the best of its ability, rectify any defects in the software supplied in the context of a Computer Service for a period of 12 months after acceptance of the Delivery, or for the guarantee period

HOLLAND CASINO PURCHASE CONDITIONS 2013

used by the Supplier if this is longer. The Supplier may charge the agreed tariffs and repair costs in the event of user errors or improper use by Holland Casino. Restoration of corrupted or lost data is not covered by the guarantee unless there is a failure on the part of the Supplier. The guarantee obligation shall lapse if Holland Casino introduces or arranges for the introduction of amendments to the source code of the software without written permission from the Supplier.

2. Errors are understood to include any failure by the software to meet the (functional) specifications agreed in writing between the Parties.
3. Errors in the software shall be rectified at a time and place to be agreed in consultation with Holland Casino.

Article 31. Rectification/modification/updates

The Supplier guarantees that there are and will be facilities for rectifying, refining, adjusting, updating and renewing the software, as delivered, in accordance with developments in the sector for a period of at least 10 years after acceptance of the Delivery.

Article 32. Intellectual property

1. If the work undertaken by the Supplier results in the creation of the End Result in relation to which copyrights or other intellectual property rights may be enforced, those rights will vest in Holland Casino unless an explicit agreement to the contrary has been reached.
2. Intellectual property rights in relation to all software provided by or on behalf of the Supplier by virtue of the Agreement, or other materials such as analyses, designs, documentation, reports, quotations and preparatory material not being the End Result will continue to vest in the Supplier or anyone from whom the Supplier derives the right. Holland Casino shall obtain user rights for these as described in the Agreement or otherwise in writing. Except to the extent permitted by law, Holland Casino shall not duplicate, decompile or apply reverse engineering to the software or other materials, not being the End Result.
3. If Holland Casino provides software to the Supplier in the context of the Agreement for use, processing, management or maintenance by the Supplier, Holland Casino guarantees that it has authority to make such software available and that such use, processing, management or maintenance by the Supplier will not infringe any third party rights.

Article 33. Escrow

The Supplier shall deposit the source code for the software it delivers in escrow with an escrow agent designated by Holland Casino when first asked to do so by Holland Casino.

CHAPTER 4 – DATA SECURITY

Article 34. Scope of application

This chapter deals with Data Security and applies to every purchase category where the Supplier has or obtains access to the information systems and networks of Holland Casino.

Article 35. Security

The Supplier guarantees that the ICT systems at Holland Casino and the Confidential Information are adequately protected against risks including loss, unauthorised access, unauthorised use, deletion, amendment or disclosure.

Article 36. Confidentiality

The Supplier guarantees that the Confidential Information shall only be collated, used, issued and retained for the purposes of the Agreement concluded between Holland Casino and the Supplier in a manner that satisfies current legislation and regulations in relation to privacy and security.

Article 37. Validation

1. The Supplier shall periodically validate the effectiveness of the management measures safeguarding the security of the ICT systems at Holland Casino and the Confidential Information.
2. The Supplier is obliged, when requested to do so by Holland Casino, to cooperate in an audit performed by Holland Casino or by a third party hired by Holland Casino in order to validate these management measures.
3. Holland Casino shall be responsible for the costs of any such audit unless the tests show that the effectiveness of the management measures safeguarding the ICT systems at Holland Casino and the Confidential Information is inadequate, this decision being in the discretion of Holland Casino.

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