

## AGREEMENT FOR FUNDING

This Agreement for Funding (this "**Agreement**") is entered into as of this \_\_\_<sup>th</sup> day of \_\_\_\_\_, \_\_\_\_\_ (the "**Effective Date**"), by and between:

- (1) **The Responsible Gaming Foundation**, a legal person duly established in Malta and registered in terms of the second schedule of the Civil Code (Cap. 16 of the Laws of Malta), with registration number LPF-161, and whose registered office is at 90/91, Second Floor, Psaila Street, Birkirkara, BKR 9073, Malta (the "**RGF**"); and
- (2) The \_\_\_\_\_, a non-profit organisation duly established in Malta and registered in terms of the Voluntary Organisations Act (Cap. 492 of the Laws of Malta), with registration number \_\_\_\_\_, and whose registered office is at \_\_\_\_\_ (the "**Funding Recipient**").

Each of the RGF and the Funding Recipient shall hereafter be referred to as a "**Party**" and collectively referred to as the "**Parties**".

### PREAMBLE

WHEREAS, the RGF is a foundation set up by the Government of Malta, and the Malta Gaming Authority to create a wider awareness of problem gaming in Malta with a view to prevent it and to ensure awareness of the support measures that exist, as well as to administer the Responsible Gaming Fund for the same aims;

WHEREAS, the Funding Recipient is a registered non-profit organisation with social, sporting, civic or cultural aims, which has applied for funding for a project with the RGF, and which application was approved by the RGF as a measure which promotes initiatives which are alternatives to gambling.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND PROMISES HEREINAFTER SET FORTH, THE PARTIES AGREE AS FOLLOWS:

1. The RGF agrees to fund the Funding Recipient the total amount indicated in Schedule 1 to this Agreement, for the sole purpose of carrying out the project indicated in the same Schedule 1 (hereinafter the "**Project**")
2. The Funding Recipient warrants and agrees to:
  - a) That it is a non-profit organisations registered with the Office of the Commissioner for Voluntary Organisations and compliant with the provisions of the Voluntary Organisations Act (Cap. 492 of the Laws of Malta), and any other applicable law in Malta;

- b) That the funding amount indicated in Schedule 1 to this Agreement is equivalent to the real cost of the Project;
- c) That the funding shall be used solely for the purposes of carrying out the Project indicated in Schedule 1 to this Agreement;
- d) Provide proof of payment relating to the Project within sixty (60) days from the Effective Date of this Agreement;
- e) Provide photos and any other material requested by the RGF relating to the completion of the Project;
- f) Issue a press release confirming the completion of the Project through the RGF's funding;
- g) Distribute any material provided by the RGF relating to the RGF's mission of preventing problem gambling in Malta.

3. The Parties agree that if the Funding Recipient is in breach of any provision of this Agreement, and following notification by the RGF (by any means), fails to rectify such breach within thirty (30) days, the Funding Recipient shall be obliged to return the full amount already transferred by the RGF to the Funding Recipient, and no further funds shall be due by the RGF to the Funding Recipient.

4. This Agreement and any matters relating hereto shall be governed by, and construed in accordance with the laws of Malta without regard to conflict of law principles or any other similar principles. The courts located in Malta will have exclusive jurisdiction over any dispute arising out of or relating to this Agreement and the transactions contemplated thereby.

**Responsible Gaming Foundation**

\_\_\_\_\_

\_\_\_\_\_

Name: Kevin O'Neill

Title: General Manager

\_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

### SCHEDULE 1

Item	Description
Description of the Project:	
Funding Amount:	€

**Responsible Gaming Foundation**

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\_\_\_\_\_

Name: Kevin O'Neill

Title: General Manager

\_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_