

GOVERNMENT RELATIONS SERVICE AGREEMENT

This Government Relations Services Agreement is entered into and effective this 7th day of May, 2022 by and between Point of Difference Strategies with a principal business address of 100 West Randolph Street, #64322, Chicago, IL 60664 (hereinafter referred to as “Consultant”) and Bally’s Corporation. (“Bally”) with a principal business address of 100 Westminster Street, Suite 1100, Providence, Rhode Island 02903 and shall terminate as provided in Paragraph 6 herein.

1. Retention of Consultant.

Bally hereby retains Consultant, and Consultant hereby accepts such retainer, to provide government relations services for Bally in Chicago. These services shall only be provided by Consultant when directed to do so by one of the following representatives: Craig Eaton, Marc Crisafulli and Elizabeth Suever (“Executives”).

2. Scope of Services.

The services to be provided by Consultant hereunder at Executives’ request shall include, but not be limited to, the following activities:

- a. Advocacy and representation before the Chicago City Council (“Lobbying”);
- b. Keeping Bally advised of the substance, procedures and other requirements of all laws, rules and regulations applicable to Lobbying or other relationships, services and actions of the parties contemplated by this Agreement, including but not limited to all laws, rules and regulations applicable to political, charitable or other contributions as may be recommended by Consultant, and timely notifying Bally of, and rendering

all proper assistance to Bally in order to accomplish, all filings and other actions required of Bally and/or Consultant in order to assure that the actions of the parties under or in connection with this Agreement comply with said laws, rules and regulations; and

- c. Other tasks as designated by Executives.

3. Compensation.

In compensation for Consultant's services hereunder and upon receipt of an invoice, Bally shall pay to Consultant as follows: \$25,000.00 for the term of this Agreement for Lobbying.

4. Expenses.

Bally agrees to reimburse Consultant for all reasonable and necessary expenses incurred by Consultant on Bally's behalf and in furtherance of Consultant's services hereunder and approved in advance by one of the Executives. Reimbursement of Consultant's expenses shall be made only upon submission to Bally of receipts or vouchers verifying disbursements in sufficient detail to identify the nature and amount of each expense incurred.

5. No Political Contributions.

Consultant agrees that he shall not make any political contribution on Bally's behalf without obtaining the prior specific approval of one of the Executives.

6. Term.

The term of this Agreement shall commence upon the Effective Date and unless otherwise terminated as set forth in Section 7 herein, shall continue through June 30, 2022.

7. Termination.

Bally may terminate this Agreement immediately at any time in the event of the occurrence of a material breach by Consultant of any of the terms of this Agreement upon the provision of written notice thereof. This Agreement may be terminated by either party at any time, without cause, upon seven (7) days written notice.

8. Confidentiality.

Consultant acknowledges a duty of confidentiality owed to Bally. Except as may be specifically authorized in advance by Bally in writing, Consultant shall not, at any time during or after the term of this Agreement, retain in writing, use, divulge, furnish or make accessible to anyone, or use for his own benefit or for the benefit of others, any information in any form obtained or received by him under or in connection with this Agreement, relating to Bally.

9. Conflicting Commitments; Other Representations.

Consultant hereby represents and warrants that acceptance of his appointment hereunder does not breach, and the performance of his duties hereunder will not breach, any duty owed by Consultant to any other person, firm, corporation, partnership, association or other business entity. Consultant agrees that it shall not provide any government relations

services to any proposed or established gaming facility within Connecticut, Rhode Island, Massachusetts, or New Hampshire during the term of this Agreement.

10. Status.

Consultant and Bally acknowledge that nothing in this Agreement shall create the relationship of employer and employee, partnership, principal and agent, or joint venture between Bally and Consultant. Consultant shall be an independent contractor of Bally and as such shall be responsible for all of his taxes and insurance, including but not limited to workers' compensation insurance associated with this contract. Consultant shall not have the authority to bind Bally nor will Consultant represent to any person that he has such authority.

11. Registration.

Consultant is responsible for registering and filing timely reports with federal, state and local government, as required by law or regulation, in connection with its activities on behalf of Bally. All reports must be filed in an accurate and timely manner at the Consultant's expense. Consultant will forward copies of all reports to Bally upon request. Consultant warrants that it has secured and will maintain all necessary licenses, certifications or registrations required by law.


12. Miscellaneous.

- a. The validity, interpretation and enforcement of this Agreement shall be governed by the laws of the State of Rhode Island.

- b. This writing represents the entire agreement and understanding of the parties with respect to the subject matter hereof, and supercedes any prior agreements and understandings of the parties in respect thereto.
- c. In the event that any one or more provisions of this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect the enforceability of any other provisions of this Agreement. If any one or more of the provisions contained herein shall for any reason be held to be excessively broad as to duration, scope, activity or subject, it shall be construed, by limiting or reducing it, so as to be enforceable to the extent compatible with the applicable law as it shall then appear.
- d. This Agreement shall not be modified except in writing signed by both parties hereto.
- e. No waiver of any provisions of this Agreement shall be effective unless agreed to in writing by the party against whom such waiver is sought to be enforced. Waiver of any default or breach hereunder shall not constitute a waiver of any other default or breach whether similar or otherwise.
- f. Any notice required to be sent by one party to the other in accordance with this Agreement shall be in writing and delivered by hand or sent by certified mail, return receipt requested, to the address set forth above, or to such other address as may be specified by like notice from time to time.

IN WITNESS WHEREOF, the parties hereto have, by their duly authorized representatives, executed this Agreement.

By _____
Elizabeth Suever
Vice President, Government Relations



Lisa Duarte
Point of Difference Strategies