



Victorian Government
Solicitor's Office

Monitoring Licence Related Agreement - *Gambling Regulation Act 2003 (Vic)*

**The Honourable Enver Erdogan MLC, Minister for Casino,
Gaming and Liquor Regulation for and on behalf of the
Crown in right of the State of Victoria**

and

Intralot Gaming Services Pty Ltd

Table of Contents

PART A - INTERPRETING THIS AGREEMENT	1
1. Definitions and interpretation	1
1.1 Definitions	1
1.2 Interpretation	15
1.3 Unfettered discretion	17
1.4 The Act prevails	18
1.5 Licence conditions	19
1.6 Review by Minister, State's Representative or Commission	19
PART B - TERM AND TERMINATION	19
2. Monitoring Licence Related Agreement term	19
2.1 Commencement	19
2.2 Termination	20
2.3 Surrender	20
PART C - ANCILLARY DOCUMENTATION	20
3. Deed of Guarantee	20
4. Tripartite Deed	20
PART D - SERVICE REQUIREMENTS	20
5. Provision of Monitoring Services and Pre-commitment Services	20
5.1 Monitoring Services	20
5.2 Pre-commitment Services	21
5.3 Scope of Services	21
5.4 Pre-commitment Business Requirements	21
5.5 Anti-money laundering and counter-terrorism financing	21
5.6 Conduct of Monitoring Licensee	22
6. Performance Standards	22
6.1 Compliance with Performance Standards	22
6.2 Amended, replaced or supplemented Performance Standards	22

6.3	Performance Standards reporting	23
6.4	Performance review meetings	23
7.	Changes to Monitoring Services and Pre-commitment Services	24
7.1	Rates Schedule.....	24
7.2	Changes to the Scope of Services or BRD	24
8.	Facilitation of Linked Jackpot Arrangements	26
8.1	Linked Jackpot Arrangements and Multiple Venue Linked Jackpot Arrangements.....	26
8.2	Trust account for Multiple Venue Linked Jackpot Arrangements	27
9.	Assistance to Venue Operators and Ancillary Service Providers	27
10.	Pre-commitment Website and Player App	27
10.1	Legacy Website	27
10.2	Website & App IP	28
10.3	Domain name registration	29
10.4	Website and app refresh	29
10.5	Transfer of website and app	30
11.	Agents, Contractors and Associates	30
11.1	Relationships with Agents and Contractors	30
11.2	Conflict of interest.....	30
12.	Customer satisfaction and customer-centric approach.....	31
12.1	Customer satisfaction surveys.....	31
12.2	Deterioration in customer satisfaction.....	31
12.3	Failure to meet Required Benchmarks	31
12.4	Customer-Centric Plan	32
PART E - TRANSITION IN AND IMPLEMENTATION		33
13.	Requirements during the Transition In Period	33
13.1	Development of Implementation Plan.....	33
13.2	Submission of Implementation Plan to the State's Representative	35
13.3	Approval of Implementation Plan	35

13.4	Development in accordance with Approved Implementation Plan	36
13.5	Monthly report.....	37
13.6	Monitoring Readiness and Pre-commitment Readiness	37
13.7	Approval of Monitoring Readiness	37
13.8	Approval of Pre-commitment Readiness	38
13.9	Approval of Implementation Completion	39
13.10	Monitoring Licensee's obligation to facilitate transition	39
PART F - SYSTEMS	40	
14. Use	40	
15. Connection requirements	40	
15.1	Obligation to connect to Systems	40
15.2	Connection on the Commencement Date	41
15.3	Connection after the Commencement Date	41
16. Systems obligations	41	
16.1	Testing	41
16.2	Components of the Systems	42
16.3	Player Account Equipment	42
16.4	Installation and technical support	43
16.5	Lifecycle management.....	43
16.6	Warranty.....	44
16.7	Compliance with ITA Application	44
17. Technology Review	44	
17.1	Technology Review Report and Plan	44
17.2	Approval of Technology Review Plan.....	45
18. Escrow and cloud access	46	
18.1	Escrow Deed	46
18.2	Deposit of Software Package.....	46
18.3	Software Package Testing and Certification	46
18.4	Cloud access rights.....	46

19.	Required Assets	47
19.1	Ownership of Required Assets	47
19.2	Notification of Monitoring Assets and Pre-commitment Assets	48
19.3	Reclassification of Monitoring Assets and Pre-commitment Assets	48
19.4	Tripartite Deed	48
PART G - RECORDS AND REPORTING		48
20.	Records	48
20.1	Retention of Records	48
20.2	Copy Records	49
20.3	Inspection of Records	49
20.4	Use of Records	49
21.	Financial Statements	50
21.1	Preparation of Annual Financial Statements and Trust Account Statements 50	
21.2	Additional Financial Statements	50
21.3	Content of Financial Statements	50
21.4	Audit of Monitoring Licensee	51
21.5	Compliance with accounting standards	51
21.6	Executive declaration	51
22.	Electronic provision of information	52
23.	Reporting	52
24.	Directions to provide information or document	52
PART H - DATA AND INTELLECTUAL PROPERTY		54
25.	Ownership and licence of Data	54
25.1	Ownership	54
25.2	Warranty	54
25.3	Undertakings	54
25.4	Indemnity	55
25.5	Execution of further documents	55

25.6	Licence	55
25.7	Delivery of Data	55
26.	Use, disclosure and security of Data	56
26.1	Restrictions on use of Data	56
26.2	Storage, retention and disclosure of Data	56
26.3	Disclosure of Data to the Commission	57
26.4	Venue Monitoring Data	58
26.5	Venue Pre-commitment Data	58
26.6	Data security and privacy	59
27.	Legacy Systems Data	60
27.1	Provision of Legacy Systems Data	60
27.2	Licence	60
27.3	Data security	60
28.	Intellectual property	61
28.1	Intellectual Property Rights	61
28.2	State IP Licence	61
28.3	Effective date	61
28.4	Third Party Material	62
28.5	IP Sub-Licence Agreement	63
28.6	Warranties	63
28.7	Use of Licensed IP	64
28.8	Licensed IP	64
28.9	Moral Rights	66
28.10	Intellectual property indemnity	66
28.11	Good faith negotiations for Support Agreement	67
28.12	Pre-commitment Trade Mark	68
	PART I - FEES, PRICING AND PAYMENTS	71
29.	Fees the Monitoring Licensee may charge	71
29.1	Monitoring Fee	71

29.2	Pre-commitment Fee	72
29.3	Other fees.....	72
29.4	Annual Fee increase by CPI	72
30.	Change Fund.....	72
31.	Pricing review	73
31.1	Pricing review request.....	73
31.2	Content of Review Request	74
31.3	Minister's review	74
31.4	Pricing Review Panel	75
31.5	Minister's determination	75
31.6	Costs.....	76
31.7	Ability to request use of Change Fund	76
32.	Annual Harm-Minimisation Payment	77
33.	Goods and Services Tax	77
33.1	Definitions	77
33.2	Consideration GST exclusive.....	77
33.3	Payment of GST.....	77
33.4	Timing of GST payment.....	78
33.5	Tax invoice	78
33.6	Adjustment event	78
33.7	Reimbursements	78
33.8	No merger.....	78
	PART J - LIABILITY	78
34.	Insurance	78
34.1	Insurance requirements.....	78
34.2	Details of insurance	79
34.3	Acceptable insurers	79
34.4	Proof of insurance.....	79
35.	Liability and indemnities	79

35.1	Monitoring Licensee relies on own judgment	79
35.2	Liability in relation to grant of the Monitoring Licence	80
35.3	Exclusion of Liability	80
35.4	Limitations of Liability	80
35.5	Indemnities	81
PART K - END OF TERM.....		81
36.	Monitoring Licence Transition Out.....	81
36.1	Incoming Licensees	81
36.2	Monitoring Licence Transition Out Objectives	81
36.3	Transition Out - Provision of Bank Guarantee in favour of Minister	82
36.4	Transition Out - dealings	83
36.5	Transition Out - compliance.....	84
36.6	Transition Plan.....	84
36.7	Reimbursement by the State	86
PART L - WARRANTIES AND OBLIGATIONS		87
37.	General warranties.....	87
37.1	Warranties	87
37.2	Breach of representation or warranty	89
38.	Survival of representations, indemnities and releases	89
38.1	Representations and warranties	89
38.2	Indemnities	89
38.3	Releases	89
39.	General Obligations	89
39.1	Monitoring Licensee's obligations	89
39.2	Compliance with Monitoring Licence	90
PART M - FAILURE TO PERFORM.....		90
40.	Force Majeure Event	90
40.1	Notice	90

40.2	Actions after Force Majeure Notice	91
40.3	Meeting	91
40.4	Suspension of obligations	91
40.5	Force Majeure Event ceases	92
40.6	Costs of Force Majeure Event	92
41.	Ministerial directions and disciplinary actions not affected	92
42.	Step-in rights	92
42.1	Appointment of Monitoring Services Provider	92
42.2	Step-in rights	92
42.3	Exercise of rights	93
42.4	Operation during step-in	94
42.5	Monitoring Licensee to give all assistance	94
42.6	Suspension of Monitoring Licensee's obligations	95
42.7	Attorney	95
42.8	Liability	95
42.9	Ability of Monitoring Licensee to sell	95
42.10	Other rights	96
43.	Dispute resolution	96
43.1	Dispute resolution – general	96
43.2	Dispute Notice	96
43.3	Negotiation	97
43.4	Mediation	97
43.5	Court action	97
43.6	Continue to perform obligations	98
43.7	Survival	98
43.8	Other rights	98
PART N - CONFIDENTIALITY AND PRIVACY	98	
44.	Confidentiality and disclosure	98
44.1	Keep Confidential	98

44.2	Exceptions to confidentiality	99
44.3	Disclosure by the Minister or Commission.....	99
44.4	Public disclosure	100
45.	Privacy	101
PART O - GENERAL		101
46.	Notices	101
47.	Representatives	103
47.1	Licensee's Representative.....	103
47.2	State's Representative	103
48.	Miscellaneous	103
48.1	Assignment.....	103
48.2	Transfer of functions	103
48.3	Further assurance	104
48.4	Severability.....	104
48.5	Variation	104
48.6	Waiver	104
48.7	Governing law and jurisdiction.....	104
48.8	Surviving provisions	104
48.9	Cost of performing obligations	105
48.10	Counterparts and electronic execution	105
48.11	Time is of the essence	105
Schedule 1	General	107
Schedule 2	Performance Standards	108
Schedule 3	Preparatory Action	114
Schedule 4	Determination of Liability of the Monitoring Licensee	121
Schedule 5	Scope of Services	125
Schedule 6	Deed of Guarantee	142

Schedule 7	Escrow Deed	160
Schedule 8	Pricing Schedule	189
Schedule 9	Required Assets	190
Schedule 10	Implementation Completion Tasks	191
Schedule 11	Functional Requirements at Commencement Date	192
Schedule 12	Expert Resolution under clause 28.11	193
Schedule 13	Customer Satisfaction Surveys	195

The Honourable Enver Erdogan MLC, Minister for Casino, Gaming and Liquor Regulation for and on behalf of the Crown in right of the State of Victoria

of Level 16, 121 Exhibition Street, Melbourne Victoria 3000

(Minister)

and

Intralot Gaming Services Pty Ltd (ABN 93 136 875 673)

of Level 4, 650 Lorimer Street, Port Melbourne Victoria 3207

(Monitoring Licensee)

Background

- A. The Minister has determined under sections 3.4.44 and 3.4.46 of the Act to grant the application and issue the Monitoring Licence to the Monitoring Licensee.
- B. The Minister and the Monitoring Licensee have entered into this Monitoring Licence Related Agreement under section 3.4.48 of the Act for the purpose of better facilitating the provision of the Monitoring Services and Pre-commitment Services by the Monitoring Licensee under the Monitoring Licence.
- C. The parties have agreed on the commercial arrangements set out in the terms of this Monitoring Licence Related Agreement.

Agreed terms

PART A - INTERPRETING THIS AGREEMENT

1. Definitions and interpretation

1.1 Definitions

Words not otherwise defined in this Monitoring Licence Related Agreement have the same meaning as in the Act, or if defined in the Monitoring Licence the same meaning as in the Monitoring Licence, except where a contrary intention appears.

Additional Financial Statements has the meaning given to that term in clause 21.2(a).

AML/CTF Alert System has the meaning given to that term in clause 5.5(a)(i).

Annual Financial Statements has the meaning given to that term in clause 21.1(a).

Annual Harm-Minimisation Payment has the meaning given to that term in clause 32(a).

Agreement Date means the date specified in Schedule 1, or if no such date is specified, the date of execution of this Monitoring Licence Related Agreement.

Annual Change Fund Amount has the meaning given to that term in clause 30(a).

API means application programming interface.

Approved Implementation Plan means the Implementation Plan approved by the State's Representative under clause 13.3.

Approved Sub-licensee has the meaning given to that term in clause 28.12(l).

Asset Lifecycle Management Plan has the meaning given to that term in clause 16.5(b).

Asset Requirement has the meaning given to that term in clause 31.1(a)(iii).

Australian Accounting Standards means the accounting standards issued by the Australian Accounting Standards Board, and as amended or reissued from time to time.

Australian Auditing Standards means the auditing standards issued by the Australian Auditing and Assurances Standards Board, and as amended or reissued from time to time.

Author has the meaning given to that term in clause 28.9.

Authorisation includes a consent, approval, licence, permit, registration, resolution, direction, declaration and exemption necessary for the provision of the Monitoring Services or Pre-commitment Services.

Authorised Person has the meaning given to that term in clause 26.3(b).

Author Work has the meaning given to that term in clause 28.9.

Available Machine means:

- (a) in relation to a Venue Operator, a Gaming Machine approved by the Commission that:
 - (i) is located in a Venue Operator's approved Gaming Machine area;
 - (ii) has all required Player Account Equipment installed;
 - (iii) has all required Monitoring Equipment installed;
 - (iv) is capable of connecting to the Monitoring Equipment in the Venue Operator's Venue;
 - (v) in relation to which the Venue Operator has provided written notice to the Monitoring Licensee that such Gaming Machine is ready to be connected to the Monitoring System and the Pre-commitment System; and
 - (vi) which is in fact ready to be connected to the Monitoring System and the Pre-commitment System; or
- (b) in relation to the Melbourne Casino Operator, a Gaming Machine approved by the Commission that:
 - (i) is located in the Melbourne Casino;

- (ii) is connected to the Melbourne Casino Operator's approved monitoring system;
- (iii) has all required Player Account Equipment installed; and
- (iv) is capable of connecting to the Pre-commitment System.

Bank Guarantee means an unconditional, irrevocable bank guarantee issued by a financial institution that is the holder of a current licence issued by the Australian Prudential Regulation Authority and that has:

- (a) a credit rating of at least A- (issued by Standard and Poor's Australia) or A3 (in respect of Moody's Investor Operator Service), or the equivalent credit rating issued by another generally recognised international credit agency; or
- (b) at any time that all of the four largest Australian banks no longer have the credit rating referred to in paragraph (a), a credit rating of at least as high as that of the Australian bank with the highest credit rating.

BRD means the Pre-commitment Business Requirements document, as provided by the State's Representative to the Monitoring Licensee in accordance with clause 5.4.

Cancellation Notice means a notice given in writing by the Minister to the Monitoring Licensee in accordance with section 3.4.59F(4) of the Act.

Change Fund has the meaning given to that term in clause 30(b).

Change Fund Amount Adjustment Date has the meaning given to that term in clause 30(c).

Change Fund CPI Adjustment means an adjustment of the Annual Change Fund Amount calculated in accordance with the following formula:

$$\text{New CF} = \text{Current CF} \times (\text{CPI} \div \text{CPIX})$$

Where:

New CF = the Annual Change Fund Amount from the current Change Fund Amount Adjustment Date.

Current CF = the Annual Change Fund Amount applicable immediately before the current Change Fund Amount Adjustment Date.

CPI = the CPI number published for the Quarter ending immediately before the current Change Fund Amount Adjustment Date.

CPIX = the CPI number published with respect to the Quarter ending immediately before the Change Fund Amount Adjustment Date that immediately preceded the current Change Fund Amount Adjustment Date or, where there is no earlier Change Fund Amount Adjustment Date, the Quarter ending immediately before the Commencement Date.

Change Request has the meaning given to that term in clause 7.2(a).

Change Request Notice has the meaning given to that term in clause 7.2(a).

Claim includes a claim, cause of action, notice, demand, action, proceeding, litigation or investigation, however arising, whether present, unascertained, immediate, future or contingent, whether based in contract, tort (including negligence), statute or otherwise.

Code of Practice means a code of practice described in, and approved under, the *Privacy and Data Protection Act 2014* (Vic).

Communication Links means the physical and logical means for transmission of data between two computer systems.

Connected Machine means an Available Machine of a Venue Licensee that has been connected to the Pre-commitment System and, except where the Venue Licensee is the Melbourne Casino Operator, to the Monitoring System by or on behalf of the Monitoring Licensee but excludes any Available Machine that is not so connected due to a Scheduled Downtime or which has been disconnected from the Systems at the request of:

- (a) a Venue Operator in accordance with the Venue Conditions; or
- (b) the Melbourne Casino Operator in accordance with an agreement entered into between the Monitoring Licensee and the Melbourne Casino Operator.

Costs means all costs, expenses, losses, charges and payments including any fees payable to consultants, agents or contractors, legal fees (on a 'solicitor and own client' or full indemnity basis) and administration costs, whether or not of an operating or capital nature.

CPI means the Consumer Price Index (**All Groups**) for the City of Melbourne published by the Australian Bureau of Statistics (or any other index published in substitution for this index).

CPI Adjustment means an adjustment of a fee specified in the Pricing Schedule calculated in accordance with the following formula:

$$\text{New F} = \text{Current F} \times (\text{CPI} \div \text{CPIX})$$

Where:

New F = the fee payable from the current Fee Adjustment Date

Current F = the fee payable immediately before the current Fee Adjustment Date

CPI = the CPI number published for the Quarter ending immediately before the current Fee Adjustment Date

CPIX = the CPI number published for the Quarter ending immediately before the Fee Adjustment Date that immediately precedes the current Fee Adjustment Date or, where there is no earlier Fee Adjustment Date, the Quarter ending immediately before the Commencement Date.

Customer-Centric Plan has the meaning given to that term in clause 12.4(a)(ii).

Customer Satisfaction Remediation Plan has the meaning given to that term in clause 12.3(a).

Customer Satisfaction Report has the meaning given to that term in clause 12.1(c).

Customer Satisfaction Survey has the meaning given to that term in clause 12.1(a).

Data means the Monitoring Data and the Pre-commitment Data.

Data Security Breach has the meaning given to that term in clause 26.6(b).

De-Identified Venue Pre-commitment Data means Venue Pre-commitment Data that does not identify any Player nor provide any Pre-commitment Information about a Player.

Developed Intellectual Property means the Developed Software and any other Intellectual Property Rights in any material developed or created by or on behalf of the Monitoring Licensee, any Agent or any Contractor for the purpose of, or in relation to, the provision or performance of Monitoring Services or Pre-commitment Services.

Developed Software means all Software that is developed by or on behalf of the Monitoring Licensee prior to or during the Term.

Event of Default means the suspension or cancellation of the Monitoring Licence in accordance with the Act and the Monitoring Licence or the unauthorised surrender of the Monitoring Licence by the Monitoring Licensee.

Existing Linked Jackpot Arrangement means a Linked Jackpot Arrangement that:

- (a) is approved by the Commission;
- (b) was connected to an Available Machine immediately prior to the Commencement Date; and
- (c) a Venue Operator has requested the Monitoring Licensee to connect to an Available Machine at least 90 days prior to the Commencement Date.

Existing Multiple Linked Jackpot Arrangement means a Multiple Linked Jackpot Arrangement that:

- (a) is approved by the Commission;
- (b) was connected to an Available Machine immediately prior to the Commencement Date; and
- (c) a Venue Operator has requested the Monitoring Licensee to connect to an Available Machine at least 90 days prior to the Commencement Date.

Fee Adjustment Date means each consecutive anniversary of the Commencement Date.

Final Performance Standards Notice has the meaning given to that term in clause 6.2(d).

Financial Model means the Monitoring Licensee's response to Schedule K1 of the ITA, as set out in its ITA Application.

Financial Year means the financial year being the period commencing on 1 July of any year and ending on 30 June of the subsequent year.

Force Majeure Event means the following events:

- (a) acts of God, including storms, lightning, cyclones, earthquakes, natural disasters, actions of the elements, floods, landslides and mudslides;
- (b) civil riots, rebellions, revolutions, terrorism, civil commotion, insurrections, military and usurped power and war (declared or undeclared);
- (c) fire or explosion, floods or leakage of water, electricity outages, telecommunications outages, vandalism and other malicious acts by third parties; or
- (d) epidemic, pandemic or public health emergency, or any resulting governmental action including mandatory business or workplace closures, full or partial lockdowns of affected areas, quarantines, border closures and travel restrictions,

the consequences of which:

- (a) are beyond the control of the Monitoring Licensee; and
- (b) could not have been prevented, overcome, remedied or mitigated by the exercise by the Monitoring Licensee of a standard of care and diligence consistent with that of a prudent and competent person under the circumstances,

and as a result of which the Monitoring Licensee breaches or is prevented from or delayed in performing or complying with any of its obligations under this Monitoring Licence Related Agreement or the Monitoring Licence.

Force Majeure Notice means a notice given by the Monitoring Licensee under clause 40.1.

Functional Requirements means those requirements set out in Schedule 11.

Gaming Machines' Metering Baselines means the recording of the meters for each Available Machine in an Approved Venue at the Commencement Date.

Gaming Venue means an Approved Venue and premises approved for Gaming under a casino licence, that authorises the operation of Gaming Machines, issued under the *Casino Control Act 1991* (Vic).

Guarantor has the meaning given to that term in the Deed of Guarantee.

Hard Count means the count of physical moneys, coins and banknotes, held within a Gaming Machine.

Implementation Completion means the completion of all of the Implementation Completion Tasks to the satisfaction of the Commission.

Implementation Completion Date means the date which is 6 months after the Commencement Date or such other date as approved by the State's Representative after consultation with the Commission.

Implementation Completion Tasks means the carrying out of all tasks required for the final implementation and roll out of the Monitoring System and Pre-commitment System in accordance with Schedule 10.

Implementation Plan means the plan described in clause 13.1.

Incoming Licensee means another person issued a Temporary Monitoring Licence or a New Monitoring Licence by the Minister in accordance with the Act.

Incumbent Operator means Intralot Gaming Services Pty Limited (ABN 93 136 875 673), in its capacity as holder of the monitoring licence under the Act immediately prior to the issue of the Monitoring Licence.

Incumbent Operator Monitoring Licence Related Agreement means the Monitoring Licence Related Agreement between the Incumbent Operator and the Minister for Gaming for and on behalf of the Crown in right of the State, dated 14 November 2011.

Information Privacy Principles means the Information Privacy Principles set out in Schedule 1 of the *Privacy and Data Protection Act 2014* (Vic).

Intellectual Property Rights means all intellectual and industrial property rights of whatever nature (whether or not registered or registrable) including, but not limited to:

- (a) patents, copyright, rights in circuit layout, designs, trade marks and the right to have confidential information kept confidential; and
- (b) any application or right to apply for registration of any of the rights in clause (a) and all renewals and extensions of those rights.

Interface Board means an electronic board or card, provided as part of the Monitoring System, which sits inside of Gaming Equipment in an Approved Venue.

IP Provider has the meaning given to that term in clause 28.11.

IP Sub-Licence Agreement means an agreement under which the State grants a sub-licence of all or part of the Licensed IP to a Sub-Licensee in accordance with this Monitoring Licence Related Agreement.

IP Users has the meaning given to that term in clause 28.9.

ITA means the invitation to apply for a Monitoring Licence under section 3.4.40 of the Act, issued by the Minister to the Monitoring Licensee on 22 May 2025.

ITA Application means the documentation and supporting materials submitted by the Monitoring Licensee in response to the ITA in the form finally accepted by the Minister, including the Monitoring Licensee's application for a Monitoring Licence dated 25 September 2025 and any responses submitted by the Monitoring Licensee to requests for clarification about its application.

Jackpot Controller means a device that performs some or all of the functions of the facilitation of Linked Jackpot Arrangements and/or Multiple Venue Linked Jackpot Arrangements.

Key Milestones means the events to be carried out and completed by the dates set out in the Implementation Plan which are critical to the implementation of the provision of Monitoring Services and Pre-commitment Services in order to ensure that the Monitoring Licensee provides the Monitoring Services and Pre-commitment Services on and from the Commencement Date.

LAN means Local Area Network – the physical and logical means of linking equipment within a location such as a Venue Operator's Venue.

Legacy Systems means the monitoring system, pre-commitment system and related equipment operated by the Incumbent Operator to monitor the operation of Gaming Machines in Approved Venues and provide pre-commitment services in Victoria.

Legacy Systems Data means all data and expressions of data contained in, or processed or generated by the Legacy Systems, in whatever form, including without limitation, all data and expressions of data comprising reports generated by those systems.

Legacy Website IP means all Intellectual Property Rights and other rights and interests in the software and data constituting the pre-commitment website operated by the Incumbent Operator.

Liability includes all liabilities, losses, damages and Costs, direct or indirect, however arising, whether present, unascertained, immediate, future or contingent, whether based in contract, tort (including negligence), statute or otherwise including where arising under any Claim.

Licensed IP means all Intellectual Property Rights subsisting in the Records and the Systems, including, without limitation, the Software Package.

Licensee's Representative means the person appointed from time to time under clause 47.1.

Mandatory Change Request has the meaning given to that term in clause 7.2(e).

Mandatory Change Request Notice has the meaning given to that term in clause 7.2(e).

Material Change Event has the meaning given to that term in clause 31.1.

Monitoring Assets means all assets, property, undertaking, right, title or interests that are required by the Monitoring Licensee in connection with the provision of the Monitoring Services, including all systems (including the Systems), Monitoring Equipment, accounts, processes, networks and Records.

Monitoring Business means the business of the Monitoring Licensee conducted in Victoria for the purpose of providing the Monitoring Services and carrying out the Preparatory Action.

Monitoring Data means all data and expressions of data contained in, or processed or generated by the Monitoring System, in whatever form, including without

limitation, all data and expressions of data comprising reports generated by those systems and any data contained in any associated disaster recovery capability.

Monitoring Fee means the fee that may be charged by the Monitoring Licensee for the provision of Monitoring Services in accordance with this Monitoring Licence Related Agreement.

Monitoring Licence means the licence issued by the Minister to the Monitoring Licensee pursuant to section 3.4.46 of the Act on or about the date of this Monitoring Licence Related Agreement.

Monitoring Licence Transition Out means the transition process under which the provision of the Monitoring Services and Pre-commitment Services will be transitioned from the Monitoring Licensee to an Incoming Licensee.

Monitoring Licence Transition Out Objectives means the objectives set out in clause 36.2.

Monitoring Licence Transition Out Period means the period:

- (a) commencing the earlier of:
 - (i) 1 year prior to the expiry of the Monitoring Licence; or
 - (ii) the date upon which the Monitoring Licensee ceases to be the holder of the Monitoring Licence; and
- (b) ending on the earlier of:
 - (i) 6 months after the expiry of the Monitoring Licence; or
 - (ii) 12 months after the date upon which the Monitoring Licensee ceases to be the holder of the Monitoring Licence provided that an Incoming Licensee is licensed to provide Monitoring Services and Pre-commitment Services within 6 months of the commencement of the Monitoring Licence Transition Out Period.

Monitoring Readiness means the Monitoring Licensee has:

- (a) completed all steps set out in the Approved Implementation Plan (that relate to the provision of Monitoring Services) other than those steps to be undertaken after the Commencement Date, to the satisfaction of the Commission, in accordance with the Approved Implementation Plan and this Monitoring Licence Related Agreement including, without limitation, completion of the tasks listed in clause 2(b) of Schedule 3; and
- (b) demonstrated to the satisfaction of the Commission that the Monitoring System is fully ready to operate and to fully provide the Monitoring Services including all requirements set out in the Monitoring Scope of Services and the Functional Requirements.

Monitoring Software Package means that part of the Software Package that relates to the Monitoring System.

Monitoring System Documentation means all documentation relating to the operation and use of the Monitoring System, including, without limitation, the

Software, regardless of the form, medium or location of such documentation and any documentation relating to:

- (a) installation of the Software on any hardware, using any Software that is not Developed Software with the Developed Software;
- (b) the Source Code of the Developed Software;
- (c) the Object Code of the Software (to the extent that the Object Code of the Software is required to be delivered by the Monitoring Licensee to the Commission under this Monitoring Licence Related Agreement); and
- (d) the Proprietary Development Environment (to the extent that the Proprietary Development Environment is required to be delivered by the Monitoring Licensee to the Commission under this Monitoring Licence Related Agreement),

including descriptions of code generation, database schemas, and development operation and user manuals.

Moral Rights means any “moral right” within the meaning of the *Copyright Act 1968* (Cth).

New Monitoring Licence means a new monitoring licence issued under section 3.4.46 of the Act that commences after the expiration of the Services Term.

Object Code means the machine-executable code form of a software program.

Performance Standards means the minimum standards of performance set out in Schedule 2, as amended from time to time pursuant to a Performance Standards Notice.

Performance Standards Change has the meaning given to that term in clause 6.2(a).

Performance Standards Notice has the meaning given to that term in clause 6.2(a).

Player App has the meaning given to that term in clause 10.2(a).

Pre-commitment Assets means all assets, property, undertaking, right, title or interests that are required by the Monitoring Licensee in connection with the provision of the Pre-commitment Services, including all systems, equipment, accounts, processes, networks and Records.

Pre-commitment Business means the business of the Monitoring Licensee conducted in Victoria for the purpose of providing the Pre-commitment Services.

Pre-commitment Data means all data and expressions of data contained in, or processed or generated by the Pre-commitment System, in whatever form including without limitation, all data and expressions of data comprising reports generated by the Pre-commitment System and any data contained in any associated disaster recovery capability.

Pre-commitment Fee means the fee that may be charged by the Monitoring Licensee for the provision of Pre-commitment Services in accordance with this Monitoring Licence Related Agreement.

Pre-commitment Readiness means the Monitoring Licensee has:

- (a) completed all of the steps set out in the Approved Implementation Plan (that relate to the provision of Pre-commitment Services) other than those steps to be undertaken after the Commencement Date, to the satisfaction of the Commission, in accordance with the Implementation Plan and this Monitoring Licence Related Agreement, including completion of all of the tasks listed in clause 3(b) of Schedule 3; and
- (b) demonstrated to the satisfaction of the Commission that the Pre-commitment System is fully ready to operate and to fully provide the Pre-commitment Services including all requirements set out in the Pre-commitment Scope of Services and the Functional Requirements.

Pre-commitment Software Package means that part of the Software Package that relates to the Pre-commitment System.

Pre-commitment System Documentation means all documentation relating to the operation and use of the Pre-commitment System, including, without limitation, the Software, regardless of the form, medium or location of such documentation and any documentation relating to:

- (a) installation of the Software on any hardware, using any Software that is not Developed Software with the Developed Software;
- (b) the Source Code of the Developed Software;
- (c) the Object Code of the Software (to the extent that the Object Code of the Software is required to be delivered by the Monitoring Licensee to the Commission under this Monitoring Licence Related Agreement); and
- (d) the Proprietary Development Environment (to the extent that the Proprietary Development Environment is required to be delivered by the Monitoring Licensee to the Commission under this Monitoring Licence Related Agreement),

including descriptions of code generation, database schemas, and development operation and user manuals.

Pre-commitment Trade Mark has the meaning given to that term in clause 28.12(a)

Pre-commitment Website means an internet site that meets the requirements of clause 10 and the Pre-commitment Scope of Services. At the Issue Date, the internet site is located at www.yourplay.com.au.

Pre-Tax Internal Rate of Return means [REDACTED] the internal rate of return calculated using the pre-tax, pre-financing free cashflows in the Financial Model, with cashflows assumed to occur at the beginning of each period consistent with the timing convention applied in the Financial Model.

Pricing Schedule means the pricing schedule set out in Schedule 8, as amended from time to time in accordance with this Monitoring Licence Related Agreement.

Pricing Report has the meaning given to that term in clause 31.4(b).

Pricing Review Panel has the meaning given to that term in clause 31.3.

Privacy & Information Commissioners means the Privacy and Data Protection Deputy Commissioner appointed under the *Privacy and Data Protection Act 2014* (Vic); the Information Commissioner and the Public Access Deputy Commissioner appointed under the *Freedom of Information Act 1982* (Vic); and the Australian Information Commissioner appointed under the *Privacy Act 1988* (Cth).

Proposed AML/CTF Alert System has the meaning given to that term in clause 5.5(a)(ii).

Proposed Customer-Centric Operating Model means the Monitoring Licensee's response to Schedule J4 of the ITA, as set out in its ITA Application.

Proposed Monitoring System Functionality means the Monitoring Licensee's response to Schedule F2 of the ITA, as set out in its ITA Application.

Proprietary Development Environment means any proprietary device or programs used in the development environment for the Software, including compilers, "workbenches", tools and higher-level (or "proprietary") languages employed for the development, maintenance, and implementation of the Source Code of the Software, for which there is not a commercially available alternative available to the State on reasonable terms

Protective Data Security Standard means any standard issued under Part 4 of the *Privacy and Data Protection Act 2014* (Vic).

Quarter or Quarterly means each period of three consecutive months ending on 31 March, 30 June, 30 September or 31 December in any Financial Year.

Rates Schedule means the rates schedule described in clause 7.1.

Readiness Date means a date that is no later than 3 months prior to the Commencement Date or such other date as approved by the State's Representative after consultation with the Commission.

Records means all records, materials, books, accounts, reports, statements and documents necessary or appropriate for, or in any way relating to the conduct of, or the provision of the services in support of the conduct of the Monitoring Services or Pre-commitment Services including:

- (a) the Monitoring Licensee's copy of the agreements it has with Agents, Venue Licensees, Contractors and any other persons relating to the conduct of the Monitoring Services or Pre-commitment Services;
- (b) documents created by or on behalf of the Monitoring Licensee containing details of Venue Licensees and/or Venue Licensees' Gaming Equipment;
- (c) accounts and records of the affairs of the Monitoring Licensee and such other records as sufficiently explain the financial operations and financial position of the Monitoring Licensee; and
- (d) all records, books, accounts, statements, recorded information and documents used to prepare any returns, financial statements, agreements, accounts, particulars, reports, declarations or other documents the Monitoring Licensee is required to provide or retain under the Act, the Monitoring Licence or the Related Agreements.

Rejection or Amendment Notice has the meaning given to that term in clause 13.3(b).

Report means a report that the Monitoring Licensee is required to prepare under clause 23.

Required Assets means those Monitoring Assets and Pre-commitment Assets that the Minister requires the Monitoring Licensee to own, including but not limited to those assets referred to in Schedule 9.

Required Benchmarks has the meaning given to that term in clause 12.1(c).

Re-Used Legacy System Components means those components of the Legacy Systems that the Monitoring Licensee proposes to use as part of the Monitoring System or Pre-commitment System.

Review Request has the meaning given to that term in clause 31.1.

Roll means the Roll of Manufacturers, Suppliers and Testers kept by the Commission in accordance with section 3.4.60 of the Act.

Scheduled Downtime means a period or periods of time that the Connected Machines are not connected to the Systems for the purpose of maintenance of the Systems, in accordance with a maintenance schedule previously approved by the Commission.

Scope of Services means the Monitoring Scope of Services and the Pre-commitment Scope of Services.

Site Survey means a survey of a Venue Operator's Venue, in order to determine the requirements to establish Monitoring Services at that Venue.

Soft Meter Data means counts of Gaming and money movement transactions maintained by Gaming Machines and Jackpot Controllers and gathered from these devices by the Monitoring System.

Software Package means:

- (a) the Source Code for the Developed Software;
- (b) the Proprietary Development Environment for the Developed Software;
- (c) the Monitoring System Documentation and the Pre-commitment System Documentation;
- (d) any pertinent documentation, software development tools, commentary or explanation relating to the Software that may be necessary or would reasonably assist a person to render the Source Code of the Software understandable and useable (to the extent that the Software's Source Code is required to be delivered by the Monitoring Licensee into escrow under this Monitoring Licence Related Agreement), including all documentation relating to the Software which may be required by a reasonably trained computer-programming professional for understanding, maintaining, modifying and correcting the Software in accordance with the State IP Licence;

- (e) statements of principles of operation and schematics as necessary or useful for the effective understanding and use of the Source Code of the Software (to the extent that the Source Code of the Software is required to be delivered by the Monitoring Licensee into escrow under this Monitoring Licence Related Agreement);
- (f) any other materials that are necessary to use, copy , modify, correct, enhance or maintain the Software; and
- (g) any other materials as may reasonably be required by the Commission.

Source Code means the human readable form of code of a software program which can be readily compiled by a computer or assembler into Object Code for execution.

State IP Licence has the meaning given to that term in clause 28.2.

Step-In Event means the appointment of a Monitoring Services Provider in accordance with section 3.4.59LG of the Act.

Step-In Transition means the period during which the Monitoring Services Provider takes over and takes responsibility for the provision of the Monitoring Services and Pre-commitment Services in accordance with the Act and this Monitoring Licence Related Agreement.

Sub-Licensee means a Monitoring Services Provider, a Temporary Monitoring Licensee, an Incoming Licensee or a third-party who is retained to perform acts on behalf of the State in relation to the Licensed IP who is a party to an IP Sub-Licence Agreement.

Support Agreement has the meaning given to that term in clause 28.11.

Suspension Notice means a notice given in writing to the Monitoring Licensee by the Minister in accordance with section 3.4.59F(4) or 3.4.59G(1) of the Act.

Technology Review has the meaning given to that term in clause 17.1.

Technology Review Plan has the meaning given to that term in clause 17.1.

Technology Review Report has the meaning given to that term in clause 17.1.

Temporary Monitoring Licence means a temporary monitoring licence issued under section 3.4.59I of the Act.

Temporary Monitoring Licensee means a person granted a Temporary Monitoring Licence.

Tester means a tester listed on the Roll.

Third Party Claim has the meaning given to that term in clause 28.10(a).

Third Party Material means any part of the Records and the Systems, including, without limitation, the Software Package, in which the Intellectual Property Rights are owned by any entity other than the Monitoring Licensee, and any part of the Data in which the Intellectual Property Rights are owned by an Agent or Contractor.

Transition Arrangements means all steps as are necessary to facilitate and effect a streamlined Monitoring Licence Transition Out including, but not limited to, those set out in clause 36.

Transition In Period means the period commencing on the Agreement Date and ending on the Implementation Completion Date.

Transition Out Bank Guarantee has the meaning given to that term in clause 36.3.

Transition Out Obligations means all of the Monitoring Licensee's obligations under this Monitoring Licence Related Agreement in relation to Monitoring Licence Transition Out, including such obligations on the Monitoring Licensee that are specified in clause 36.

Transition Plan means the transition out plan developed by the Monitoring Licensee in accordance with clause 36.6, as may be amended from time to time in accordance with clause 36.6.

Trust Account Statement means a trust account statement that is prepared so as to comply with clause 21.3(b).

Venue Monitoring Data has the meaning given to that term in clause 26.4(a).

Venue Pre-commitment Data has the meaning given to that term in clause 26.5(a)

WAN means Wide Area Network which is the physical and logical means for transmission of data between two computer systems in remote locations.

Website & App IP has the meaning given to that term in clause 10.2(b).

1.2 Interpretation

- (a) A provision of this Monitoring Licence Related Agreement must not be construed to the disadvantage of a party merely because that party was responsible for the preparation of this Monitoring Licence Related Agreement or the inclusion of the provision in this Monitoring Licence Related Agreement.
- (b) If an act falls to be done on a day which is not a Business Day, it must (except where an act is expressly required to be performed on a day that is not a Business Day) be done instead on or before the next Business Day.
- (c) Headings and background are for convenience only and do not affect the interpretation of this Monitoring Licence Related Agreement.
- (d) Except to the extent that the context otherwise requires or except as expressly stated otherwise:
 - (i) references to this Monitoring Licence Related Agreement include references to all the schedules and annexures in this Monitoring Licence Related Agreement;
 - (ii) references to parties, clauses, paragraphs, schedules, or annexures in this Monitoring Licence Related Agreement are references to parties, clauses, paragraphs, schedules and annexures of and to this Monitoring Licence Related Agreement;

- (iii) references to any document or agreement (including this Monitoring Licence Related Agreement) include reference to such document or agreement as amended, novated, replaced or supplemented from time to time;
- (iv) references to any statute, regulation, by-law or guideline or to any provision of any statute, regulation, by-law or guideline include any modification or re-enactment of, or any provision substituted for, and (in the case of a statute) all statutory and subordinate instruments issued under, such statute, regulation, by-law or guideline or such provision;
- (v) words in the singular include the plural and vice versa;
- (vi) words denoting individuals or persons includes a corporation, partnership, joint venture, unincorporated association and a government or statutory body or authority;
- (vii) words denoting any gender includes all genders;
- (viii) a person includes the person's legal personal representatives, successors, assigns and persons substituted by novation;
- (ix) "writing" and cognate expressions include all means of reproducing words in tangible and permanently visible form;
- (x) where any word or phrase is defined its other grammatical forms have corresponding meanings;
- (xi) all accounting terms used in this Monitoring Licence Related Agreement will have the meaning given to those terms under, and all calculations and determinations as to financial matters will be made in accordance with, accounting principles and practices generally accepted in Australia from time to time and consistently applied;
- (xii) "\$" or "dollars" is a reference to the lawful currency of Australia;
- (xiii) the terms "including" and "include" mean "including" or "include" (as applicable) without limitation;
- (xiv) where an obligation or liability is imposed on the Monitoring Licensee under this Monitoring Licence Related Agreement, that obligation or liability is not to be limited or affected by an obligation or liability imposed in another provision of this Monitoring Licence Related Agreement unless otherwise expressly stated;
- (xv) where a right or remedy is conferred on the Minister, the State's Representative or Commission under this Monitoring Licence Related Agreement, that right or remedy is in addition to, and not in substitution of, any other right or remedy conferred on the Minister, the State's Representative or Commission under the Act, the Regulations or the Monitoring Licence or otherwise according to law;
- (xvi) the term "may" when used in the context of the power or right exercisable by the Minister, the State's Representative or

Commission means that the Minister, the State's Representative or Commission (as applicable) can exercise that right or power in their absolute and unfettered discretion and the Minister, the State's Representative or Commission (as applicable) has no obligation to the Monitoring Licensee to do so;

- (xvii) where in this Monitoring Licence Related Agreement the Minister, the State's Representative or Commission may (or it is otherwise contemplated that the Minister or Commission can) give approval or must either give approval or do something else, the Minister, the State's Representative or Commission (as applicable) has an absolute and unfettered discretion as to whether they give that approval and the Minister, the State's Representative or Commission (as applicable) has no obligation to the Monitoring Licensee to do so;
 - (xviii) a reference to "terminate" in relation to a document means terminate, rescind, repudiate, release, cancel, avoid, accept termination, rescission, repudiation, cancellation of, or otherwise bring to an end, that document (other than through full and proper performance under that document in accordance with its terms); and
 - (xix) a reference to "suspend" means suspend or otherwise cease to perform.
- (e) If a Government Agency referred to in this Monitoring Licence Related Agreement:
- (i) is reconstituted, renamed or replaced, or if its power or functions are transferred to another entity, this Monitoring Licence Related Agreement is deemed to refer to that new entity; or
 - (ii) ceases to exist, this Monitoring Licence Related Agreement is deemed to refer to that entity which serves substantially the same purpose or object as the former entity.

1.3 Unfettered discretion

- (a) Nothing in the Related Agreements operates to fetter or limit the exercise of any executive or statutory power by the State, the Minister or the Commission.
- (b) Without limiting clause 1.3(a), anything which the State, the Minister or the Commission does, fails to do or purports to do pursuant to any of their executive powers or their functions and powers under any legislation will not be deemed to be an act or omission by the State, the Minister or the Commission (as the case may be) under the Related Agreements.
- (c) Notwithstanding anything contained or implied in the Related Agreements to the contrary, the State, the Minister and the Commission are not obliged (in performing any of their duties and obligations under the Related Agreements) to exercise a power, function or duty which is granted to or within the responsibility of another Government Agency in the proper exercise and performance of that Government Agency's legal duties and functions.

(d) If there is any statement in the Related Agreements that the State, the State's Representative, the Minister or the Commission will:

- (i) act "reasonably";
- (ii) use "reasonable endeavours";
- (iii) take "reasonable steps";
- (iv) provide "reasonable assistance"; or
- (v) otherwise act in a reasonable manner,

in relation to an outcome, it means that the State, the State's Representative, the Minister or the Commission (as applicable) will take steps to bring about the relevant outcome so far as it is reasonably able to do so, having regard to their resources and other responsibilities, but each of the State, the State's Representative, the Minister and the Commission:

- (vi) cannot guarantee the relevant outcome and no breach of the Related Agreements will occur as a consequence of the outcome not occurring; and
- (vii) does not agree to:
 - (A) interfere with or influence the exercise of any statutory power or discretion by any body, including a Government Agency;
 - (B) exercise a power or direction or otherwise act in a manner that promotes the objectives and expected outcomes of the Related Agreements if the State, the State's Representative, the Minister or the Commission (as applicable) regards that exercise as not in the public interest;
 - (C) change, develop or implement policy or legislation in the future in a manner that is only consistent with the objectives and expected outcomes of the Related Agreements; or
 - (D) exercise a power or discretion or otherwise act in a manner that the State, the State's Representative, the Minister or the Commission (as applicable) regards as not being in the public interest.

(e) Any term of the Related Agreements which do or purport (in whole or part) to bind the State, the Minister or the Commission to exercise any of their executive powers or their functions or powers pursuant to any legislation must be interpreted subject to this clause 1.3.

1.4 The Act prevails

In the interpretation of this Monitoring Licence Related Agreement, to the extent that there is any inconsistency between the provisions of this Monitoring Licence Related Agreement and the provisions of the Monitoring Licence, the provisions of the Act and the Regulations, the provisions of any Related Agreements, or a provision of

any of the Technical Standards or the BRD then the following descending order of precedence will apply:

- (a) the Act and the Regulations;
- (b) any directions given under the Act;
- (c) the Monitoring Licence;
- (d) the Monitoring Licence Related Agreement;
- (e) the Related Agreements (other than this Monitoring Licence Related Agreement);
- (f) the Technical Standards;
- (g) the BRD.

1.5 Licence conditions

The conditions in clauses 5 (Monitoring Services and Pre-commitment Services), 9 (Compliance) and 10 (Appointment of Agents and Contractors) of the Monitoring Licence are deemed to also be contractual covenants under this Monitoring Licence Related Agreement given by the Monitoring Licensee in favour of the Minister.

1.6 Review by Minister, State's Representative or Commission

- (a) Any review, endorsement or approval of, comment upon or input into, by the Minister, the State's Representative, the Commission or their respective advisors of any material, document or other information prepared by or provided by the Monitoring Licensee under or in connection with this Monitoring Licence Related Agreement (including during or part of the process of the development and approval of the Implementation Plan under clause 13), will not relieve the Monitoring Licensee of its responsibility for such material, document or information or of its obligations or liabilities under this Monitoring Licence Related Agreement.
- (b) A failure by the Minister, the State's Representative, the Commission or their respective advisors to notify the Monitoring Licensee of any defect in or concern associated with any such material, document or information will not relieve the Monitoring Licensee of its liabilities, or constitute a waiver of any of the Minister's rights, under this Monitoring Licence Related Agreement.

PART B - TERM AND TERMINATION

2. Monitoring Licence Related Agreement term

2.1 Commencement

This Monitoring Licence Related Agreement commences on the Agreement Date and, unless terminated in accordance with clause 2.2, will continue until the expiry of the Term and such further period as is necessary for the Monitoring Licensee to comply with and discharge all of its obligations under this Monitoring Licence Related Agreement and the Monitoring Licence in respect of Monitoring Services and Pre-commitment Services.

2.2 Termination

This Monitoring Licence Related Agreement may be terminated by agreement in writing between the Monitoring Licensee and the Minister.

2.3 Surrender

The Monitoring Licensee may not surrender the Monitoring Licence except with the express written consent of the Minister.

PART C - ANCILLARY DOCUMENTATION

3. Deed of Guarantee

- (a) On or prior to the Issue Date, the Monitoring Licensee must procure from the ultimate holding company or Related Body Corporate of the Monitoring Licensee (as determined by the Minister) to grant in favour of the Minister the Deed of Guarantee.
- (b) If the Guarantor is incorporated outside of Australia, the Monitoring Licensee must provide to the Minister, in addition to the Deed of Guarantee, a legal opinion:
 - (i) from lawyers for the Guarantor, authorised to practice in the place of incorporation of the Guarantor:
 - (A) supporting, and in respect of, the Deed of Guarantee; and
 - (B) stating that the Deed of Guarantee is binding and enforceable against the Guarantor;
 - (ii) in favour of the State; and
 - (iii) which is otherwise in a form reasonably satisfactory to the Minister.

4. Tripartite Deed

The Monitoring Licensee must, from time to time and upon request from the Minister, deliver executed copies of any Tripartite Deed if requested by the Minister in accordance with clauses 6.2 and 10.2 of the Monitoring Licence.

PART D - SERVICE REQUIREMENTS

5. Provision of Monitoring Services and Pre-commitment Services

5.1 Monitoring Services

- (a) The Monitoring Licensee must provide the Monitoring Services on and from the Commencement Date and throughout the Services Term in accordance with and to meet the requirements of the Act, the Regulations, the Monitoring Licence, this Monitoring Licence Related Agreement and the Technical Standards.

- (b) On or before the Commencement Date, the Monitoring Licensee must ensure that the Functional Requirements for Monitoring Services have been satisfied.

5.2 Pre-commitment Services

- (a) The Monitoring Licensee must provide the Pre-commitment Services on and from the Commencement Date and throughout the Services Term in accordance with and to meet the requirements of the Act, the Regulations, the Monitoring Licence, this Monitoring Licence Related Agreement and the Technical Standards.
- (b) On or before the Commencement Date, the Monitoring Licensee must ensure that all Functional Requirements for Pre-commitment Services have been satisfied.

5.3 Scope of Services

The Monitoring Licensee must deliver:

- (a) the Monitoring Services set out in the Monitoring Scope of Services; and
- (b) the Pre-commitment Services set out in the Pre-commitment Scope of Services.

5.4 Pre-commitment Business Requirements

- (a) On or around the Issue Date, the State's Representative will issue the Pre-commitment Business Requirements document (**BRD**) to the Monitoring Licensee.
- (b) The Monitoring Licensee must comply with the BRD throughout the Services Term.

5.5 Anti-money laundering and counter-terrorism financing

- (a) The Monitoring Licensee acknowledges that:
 - (i) the Minister may issue a direction under section 3.4.49(1)(ab) of the Act requiring the Monitoring Licensee to implement, as part of the Monitoring Services, a system to assist compliance by Venue Operators with the *Anti-Money Laundering and Counter-Terrorism Financing Act 2006* (Cth) through the issue of real-time alerts (**AML/CTF Alert System**); and
 - (ii) in the Monitoring Licensee's response to Schedule F6 of the ITA, as set out in its ITA Application, the Monitoring Licensee proposed an AML/CTF Alert System that it could provide without an increase to the Monitoring Fee (**Proposed AML/CTF Alert System**).
- (b) The parties agree that if the Minister issues a direction as described in clause 5.5(a)(i):
 - (i) it is the parties' intention that the AML/CTF Alert System provided by the Monitoring Licensee will be consistent with the Proposed AML/CTF Alert System, to the extent the Proposed AML/CTF Alert

System aligns with, and is permitted under, the Minister's direction;
and

- (ii) the parties will work together in good faith to finalise the requirements of the AML/CTF Alert System to enable it to be implemented by the Monitoring Licensee within 2 years of the Commencement Date.

5.6 Conduct of Monitoring Licensee

- (a) The Monitoring Licensee must at all times act reasonably and in good faith in its dealings with the State, the Commission, Venue Licensees, Players, Ancillary Service Providers and any other persons who have entered into Related Agreements with the Monitoring Licensee.
- (b) While the Monitoring Licensee is not prohibited from providing Ancillary Services, the Monitoring Licensee must not enter into any agreement, understanding or arrangement with a Venue Operator or any other person that could result, either directly or indirectly, in requiring a Venue Operator to enter any exclusive arrangement for the provision of Ancillary Services by any person to the Venue Operator.

6. Performance Standards

6.1 Compliance with Performance Standards

- (a) The Monitoring Licensee must, in the provision of Monitoring Services and Pre-commitment Services, meet the Performance Standards throughout the Services Term.
- (b) Unless excused in accordance with this Monitoring Licence Related Agreement or the Act, a breach of the Performance Standards constitutes a breach of this Monitoring Licence Related Agreement.

6.2 Amended, replaced or supplemented Performance Standards

- (a) The Minister may give the Monitoring Licensee a notice in writing specifying that the Minister intends to amend, replace or supplement (**Performance Standards Change**) the Performance Standards and providing details of the Performance Standards Change (**Performance Standards Notice**), which Performance Standards Change will take effect, subject to clause 6.2(e), 25 Business Days after the date that the Monitoring Licensee receives a Performance Standards Notice (or such longer period of time (if any) specified by the Minister in the Performance Standards Notice).
- (b) Within 20 Business Days after receiving a Performance Standards Notice, the Monitoring Licensee may make a written representation to the Minister as to:
 - (i) the Monitoring Licensee's opinion as to the necessity for and the terms of any Performance Standards Change; and/or
 - (ii) why the Minister should not require a Performance Standards Change.

- (c) The Minister, by written notice to the Monitoring Licensee, may revoke a Performance Standards Notice.
- (d) After taking into account any representation by the Monitoring Licensee and having regard to the public interest, the Minister may, unless clause 6.2(c) applies, give the Monitoring Licensee a written notice specifying that either:
 - (i) no amendment will be made to the Performance Standards Notice; or
 - (ii) an amendment will be made to the Performance Standards Notice and the details of that change

(Final Performance Standards Notice).

- (e) The Monitoring Licensee will be obliged to implement the Performance Standards Change specified in the Performance Standards Notice (as that Performance Standards Notice may be amended in accordance with clause 6.2(d)) no later than 20 Business Days after the date of receipt of the Final Performance Standards Notice (or such longer period of time (if any) specified by the Minister in the Final Performance Standards Notice).
- (f) If the Monitoring Licensee considers that any Performance Standards Change under this clause 6.2 changes the Monitoring Licensee's costs of carrying out the Monitoring Services or the Pre-commitment Services, then the Monitoring Licensee may submit a Review Request in accordance with clause 31.1.
- (g) The inclusion of additional Performance Standards as a result of the approval of the Customer-Centric Plan under clause 12.4 is not a Performance Standards Change for the purposes of this clause 6.2.

6.3 Performance Standards reporting

The Monitoring Licensee must provide to the State's Representative and the Commission:

- (a) the reports described in Schedule 2 in respect of the Monitoring Licensee's satisfaction of the Performance Standards; and
- (b) any other data or information that the State's Representative or the Commission may request, to enable them to adequately assess the performance of the Monitoring Licensee.

6.4 Performance review meetings

The Monitoring Licensee must meet with the State's Representative and the Commission on a Quarterly basis, to discuss and to review the Monitoring Licensee's performance under the Monitoring Licence and this Monitoring Licence Related Agreement, including:

- (a) review of the Monitoring Licensee's compliance with the Performance Standards;
- (b) review of the Monitoring Licensee's compliance with and progress under the Customer-Centric Plan;

- (c) performance of the Monitoring System and Pre-commitment System;
- (d) identification of areas of improvement for the Monitoring Licensee;
- (e) any anticipated risks or issues in the Monitoring Licensee's ability to meet the Performance Standards in the future;
- (f) progress and status of any performance remediation plans;
- (g) review of any amendments or changes to Performance Standards initiated by the Minister under clause 6.2; and
- (h) any other matters relevant to the performance of the Monitoring Licensee.

7. Changes to Monitoring Services and Pre-commitment Services

7.1 Rates Schedule

- (a) To enable the cost of any Change Request to be calculated under clause 7.2, on the Issue Date the Monitoring Licensee must submit to the State's Representative a Rates Schedule, which details the Monitoring Licensee's rates or fees for personnel and activities reasonably expected to be necessary in implementing changes to the Systems, Monitoring Services and Pre-commitment Services.
- (b) The Rates Schedule may be adjusted annually on the anniversary of the Issue Date to reflect the percentage change in the CPI since the Issue Date and on each subsequent anniversary of that date. Any changes to the Rates Schedule in excess of CPI must be approved by the State's Representative.

7.2 Changes to the Scope of Services or BRD

- (a) The State's Representative may give the Monitoring Licensee a notice in writing specifying that the State's Representative intends to amend, replace or supplement (**Change Request**) the Scope of Services or BRD (**Change Request Notice**).
- (b) The Monitoring Licensee must respond to the Change Request Notice by providing to the State's Representative, within 20 Business Days after receipt of the Change Request Notice, its detailed proposal to give effect to the Change Request. The proposal must be in a form requested by the State's Representative, and must include:
 - (i) all information requested by the State's Representative;
 - (ii) a description of the work to be undertaken by the Monitoring Licensee to implement the Change Request, including proposed timing, milestones and deliverables; and
 - (iii) a quote for the implementation of the Change Request that:
 - (A) represents the reasonable cost of implementing the Change Request;

- (B) is calculated in accordance with the rates and fees specified in the Rates Schedule; and
- (C) contains:
 - (I) the total cost of implementing the Change Request; and
 - (II) a full breakdown of the rates and/or fees (sourced from the Rates Schedule) comprising that amount, including by reference to milestones and deliverables, if applicable.
- (c) The State's Representative may:
 - (i) request the Monitoring Licensee provide such further information as the State's Representative requires to consider the proposal, which the Monitoring Licensee must promptly provide; and
 - (ii) obtain advice (including from third parties and the Commission) as to the reasonableness of the proposal submitted by the Monitoring Licensee.
- (d) Following consideration of the Monitoring Licensee's proposal submitted under clause 7.2(b) and any other matters described in clause 7.2(c), the State's Representative may:
 - (i) accept that proposal;
 - (ii) reject the proposal and withdraw the Change Request; or
 - (iii) reject the proposal and refer the Change Request to the Minister.
- (e) Following the State's Representative's referral of a Change Request to the Minister under clause 7.2(d)(iii), the Minister, after consulting with both the Monitoring Licensee and the State's Representative, may:
 - (i) issue a notice in writing to the Monitoring Licensee specifying the change to the Scope of Services or BRD (**Mandatory Change Request**), with which the Monitoring Licensee must comply (**Mandatory Change Request Notice**), and the Monitoring Licensee may, if the Monitoring Licensee considers that the Mandatory Change Request Notice changes the Monitoring Licensee's costs of carrying out the Monitoring Services or Pre-commitment Services, submit a Review Request in accordance with clause 31.1; or
 - (ii) determine not to proceed with the Change Request.
- (f) If the State's Representative accepts the proposal provided by the Monitoring Licensee under clause 7.2(b):
 - (i) the Monitoring Licensee must implement the Change Request;
 - (ii) all of the costs of the Monitoring Licensee in performing any work associated with the Change Request will be charged against the Change Fund (subject to clause 7.2(g)), however the Monitoring

- Licensee cannot claim any costs for implementing the Change Request in excess of the costs set out in its proposal; and
- (iii) the Monitoring Licensee must account to the State's Representative in reasonable detail in relation to the costs being charged to the Change Fund and as to the consistency with the proposal provided under clause 7.2(b).
- (g) If there are insufficient available funds in the Change Fund to fully fund any Change Requests made by the State's Representative, and the State's Representative does not withdraw the Change Request, then:
- (i) the State's Representative may agree, in their sole discretion, that the State will fund, in full or in part, the Change Request; or
 - (ii) the parties may agree to bring forward the due date for the payment of the Annual Change Fund Amount(s).
- (h) The Monitoring Licensee agrees that if the State's Representative requests the following changes, such a request will not constitute a Change Request and any cost of such changes will not constitute grounds for a Review Request nor will any deduction be made from the Change Fund for the cost of such changes:
- (i) any change to the Pre-commitment Website or Player App content management or associated administration;
 - (ii) any change to training materials (including Player training materials), content or delivery prepared and provided by the Monitoring Licensee under the Scope of Services.

8. Facilitation of Linked Jackpot Arrangements

8.1 Linked Jackpot Arrangements and Multiple Venue Linked Jackpot Arrangements

- (a) The Monitoring Licensee acknowledges that:
- (i) Venue Operators may wish to create Linked Jackpot Arrangements or Multiple Venue Linked Jackpot Arrangements; and
 - (ii) the rights and obligations of the Venue Operators and the Monitoring Licensee in respect of the:
 - (A) Linked Jackpot Arrangements will be documented in the Venue Conditions; and
 - (B) Multiple Venue Linked Jackpot Arrangements will be documented in the Jackpot Financial Administration Services Agreements.
- (b) The Monitoring Licensee agrees to facilitate the operation of Linked Jackpot Arrangements and Multiple Venue Linked Jackpot Arrangements and provide Jackpot Financial Administration Services to enable Multiple

Venue Linked Jackpot Arrangements to be operated as requested by Venue Operators.

8.2 Trust account for Multiple Venue Linked Jackpot Arrangements

- (a) The Monitoring Licensee agrees that if Venue Operators wish to create Multiple Venue Linked Jackpot Arrangements, the Monitoring Licensee will establish a trust account for the benefit of the Venue Operators of each Multiple Linked Jackpot Arrangement and will hold moneys on trust for such Venue Operators which will be operated in accordance with the Trust Deed in relation to the pay out of jackpots in accordance with the Jackpot Financial Administration Services Agreement and the Act.
- (b) Any trust account established by the Monitoring Licensee pursuant to clause 8.2(a) must comply with the Act.

9. Assistance to Venue Operators and Ancillary Service Providers

- (a) In accordance with the Monitoring Scope of Services, the Monitoring Licensee must facilitate connection and communication between the Monitoring System and third-party gaming-related systems operated by Ancillary Service Providers.
- (b) The Monitoring Licensee must cooperate and provide any reasonable assistance to any Venue Operator or Ancillary Services Provider in relation to the development and testing of new and existing gaming-related systems.
- (c) Except as provided for in clause 9(d), the Monitoring Licensee must not impose any additional charge on a Venue Operator or Ancillary Service Provider for doing anything required under clauses 9(a) or 9(b).
- (d) The Monitoring Licensee may require a Venue Operator or an Ancillary Services Provider to reimburse the Monitoring Licensee for any reasonable costs and expenses incurred in the provision of reasonable assistance in relation to the testing and certification of gaming-related systems.

10. Pre-commitment Website and Player App

10.1 Legacy Website

The Monitoring Licensee acknowledges that:

- (a) the State has selected the domain name for the Pre-commitment Website, and that prior to the Commencement Date, the Pre-commitment Website has been operated by the Incumbent Operator;
- (b) on and from the Commencement Date, the registration of the domain name for the Pre-commitment Website will be held by the Monitoring Licensee; and
- (c) to the extent necessary for the Monitoring Licensee to develop and operate the Pre-commitment Website, the State grants a non-exclusive, royalty-free licence to the Monitoring Licensee to use the Legacy Website IP.

10.2 Website & App IP

- (a) On and from the Commencement Date, the Monitoring Licensee must develop, commission and host on behalf of the State (on a server in the Monitoring Licensee's Melbourne data centre):
- (i) the Pre-commitment Website; and
 - (ii) a digital application that enables Players to access Pre-commitment Services through their mobile device (**Player App**),
- in accordance with the requirements set out in the Pre-commitment Scope of Services and BRD.
- (b) Upon its creation, but subject to clause 10.2(c), all Intellectual Property Rights and other rights and interests in the software and data constituting the Pre-commitment Website and the Player App (**Website & App IP**) vest in the State.
- (c) To the extent that any software which forms part of the Pre-commitment Website or Player App is software:
- (i) that has been developed before the Issue Date and has been developed by or on behalf of the Monitoring Licensee for more general purposes than the delivery and operation of the Pre-commitment Website or Player App; or
 - (ii) is software other than that in clause 10.2(c)(i) that has been licensed to the Monitoring Licensee,
- that software shall be Licensed IP for the purposes of this Monitoring Licence Related Agreement.
- (d) To the extent necessary for the Monitoring Licensee to develop and operate the Pre-commitment Website and Player App, the State grants a non-exclusive, royalty free licence to the Monitoring Licensee to use the Website & App IP. The licence is granted solely for the purpose of the development and operation of the Pre-commitment Website and Player App on behalf of the State under the terms of this Monitoring Licence Related Agreement.
- (e) The Monitoring Licensee must:
- (i) ensure that the Pre-commitment Website and Player App interface with and is integrated with the Pre-commitment System in order to provide uninterrupted Pre-commitment Services for Players using the Pre-commitment System;
 - (ii) maintain and update the website and Player App graphics and software to ensure that it operates efficiently and effectively for Players;
 - (iii) comply with all reasonable directions given to it in writing by the State's Representative in relation to the content, function and presentation of the Pre-commitment Website and Player App; and

- (iv) otherwise ensure that all requirements of the Pre-commitment Scope of Services and BRD are met with respect to the maintenance and operation of the Pre-commitment Website and Player App.
- (f) For the avoidance of doubt, although all rights in the Pre-commitment Website and Player App are vested in the State, the delivery and operation of the Pre-commitment Website and Player App forms part of the obligations of the Monitoring Licensee in the delivery and operation of the Pre-commitment System and all code, supporting software, documentation and materials relevant to the Pre-commitment Website and Player App form part of the Pre-commitment Software Package.
- (g) Whenever requested by the State's Representative and, in the absence of any specific request, on each anniversary of Commencement Date, the Monitoring Licensee must provide to the State all current and archived data constituting the Pre-commitment Website and Player App.

10.3 Domain name registration

The Monitoring Licensee agrees that:

- (a) unless the State has provided an instruction to have the domain name registration lapse, the Monitoring Licensee must ensure that the registration of the domain name selected by the State for the Pre-commitment Website is renewed throughout the Services Term;
- (b) the State's Representative may by notice, at any time during the Term, call for the transfer of the registration of the domain name for the Pre-commitment Website to the State or a nominee of the State. Within 10 Business Days of the date of such notice (or by such other date as agreed by the parties), the Monitoring Licensee must effect the transfer of the registration of the domain name to the State or the State's nominee (as applicable). The Monitoring Licensee shall have no right to claim or to recover any costs or to make any charge to the State or to the State's nominee arising from the transfer of the registration of the Pre-commitment Website domain name to the State or the State's nominee under this clause; and
- (c) if at the end of the Term the State's Representative has not issued a notice under clause 10.3(b), the Monitoring Licensee must request the State's Representative to nominate to whom the Monitoring Licensee must transfer the registration of the domain name. The Monitoring Licensee must effect the transfer of the registration of the domain name to the State's nominee within 10 Business Days of the State notifying the Monitoring Licensee of its nominee. The Monitoring Licensee shall have no right to claim or to recover any costs or to make any charge to the State arising from the transfer of the registration of the Pre-commitment Website domain name to the State's nominee under this clause.

10.4 Website and app refresh

Whenever reasonably required, including when there is any change in relevant policy or regulatory requirement, the State's Representative may give a direction to the Monitoring Licensee to refresh the Pre-commitment Website and Player App to address the relevant changes and the Monitoring Licensee must give effect to that

direction (by updating the Pre-commitment Website and Player App) within 10 Business Days. The Pre-commitment Website must facilitate changes to the presentation of the Pre-commitment Website by representatives of the State.

10.5 Transfer of website and app

The State's Representative may, at any time during the Term, call for the transfer of the operation of the Pre-commitment Website and Player App to the State by giving not less than 20 Business Days' notice to the Monitoring Licensee. On the provision of that notice, the State's Representative (or such other person as may be appointed by the Minister) and the Chief Executive (or other appointed senior manager) of the Monitoring Licensee must meet within 5 Business Days to negotiate in good faith the terms of a binding transition plan for the transfer to, and the ongoing operation by, the State of the Pre-commitment Website and Player App. The representatives of the parties must meet as often as necessary in order to agree on the transition plan by the end of the period of the notice given. The Monitoring Licensee shall have no right to claim or to recover any costs or to make any charge to the State arising from the transfer of the Pre-commitment Website and Player App to the State under this clause.

11. Agents, Contractors and Associates

11.1 Relationships with Agents and Contractors

- (a) Subject to clause 10 of the Monitoring Licence, the Monitoring Licensee may appoint Agents and engage Contractors by way of an agreement that is subject to the laws of Victoria, prior to that proposed Agent or Contractor assisting the Monitoring Licensee to provide the Monitoring Services or Pre-commitment Services.
- (b) The appointment of an Agent or Contractor does not relieve the Monitoring Licensee from any of its obligations under the Monitoring Licence or Related Agreements.

11.2 Conflict of interest

The Monitoring Licensee must inform the Commission if the Monitoring Licensee, after having made all reasonable enquiries, knows or reasonably believes that any of its Agents, Contractors or Associates:

- (a) holds any office or owns, possesses or has any interests in any property;
- (b) has a direct or indirect interest in more than 5% of a company, trust, partnership, joint venture or other entity;
- (c) is engaged in any business, trade or calling; or
- (d) has any obligations or right, title or interest by virtue of any contract, agreement or understanding,

whereby, directly or indirectly, duties, interests, obligations or interests are or might be created in conflict with or might appear to be created in conflict with the Monitoring Licensee's duties and interests under the Monitoring Licence or the Related Agreements at any time during the Term.

12. Customer satisfaction and customer-centric approach

12.1 Customer satisfaction surveys

- (a) The Monitoring Licensee must conduct:
- (i) Venue Operator Satisfaction Surveys and Melbourne Casino Operator Satisfaction Surveys in accordance with the requirements and methodology set out in Schedule 13; and
 - (ii) Player Satisfaction Surveys in accordance with the requirements and methodology set out in Schedule 13,

(each a **Customer Satisfaction Survey**)

every three years, to be completed by the anniversary of the Commencement Date.

- (b) The State's Representative may, from time to time during the Term, amend the requirements and methodology set out in Schedule 13. The State's Representative must consult with the Monitoring Licensee before making any such amendments.
- (c) Within 1 month after the date for the completion of the surveys specified in clause 12.1(a), the Monitoring Licensee must provide a report to the State's Representative detailing the results of the Customer Satisfaction Surveys, including whether:
- (i) customer satisfaction levels meet the required benchmarks set out in Schedule 13 (**Required Benchmarks**); and
 - (ii) overall satisfaction has improved or deteriorated compared to the previous reporting period

(**Customer Satisfaction Report**).

12.2 Deterioration in customer satisfaction

Where results of a Customer Satisfaction Survey indicate that overall satisfaction has deteriorated for between reporting periods, the Monitoring Licensee must:

- (a) provide to the State's Representative an explanation for the deterioration, at the same time it submits its Customer Satisfaction Report; and
- (b) consult and cooperate with the State's Representative in relation to improving customer satisfaction.

12.3 Failure to meet Required Benchmarks

- (a) Where results of a Customer Satisfaction Survey indicate that satisfaction levels are below the Required Benchmarks, the Monitoring Licensee must submit to the State's Representative a remediation plan at the same time it submits its report under clause 12.1(c), demonstrating how it intended to improve customer satisfaction levels (**Customer Satisfaction Remediation Plan**).

- (b) The Monitoring Licensee must consult with, and report back to, the State's Representative on implementation of its Customer Satisfaction Remediation Plan, and cooperate with any reasonable directions of the State's Representative in relation to its Customer Satisfaction Remediation Plan.

12.4 Customer-Centric Plan

- (a) No later than 6 months after the Commencement Date, the Monitoring Licensee must:
 - (i) meet with the State's Representative to discuss the customer-centric measures set out in the Proposed Customer-Centric Operating Model, to inform the development of the plan described in clause 12.4(a)(ii); and
 - (ii) provide to the State's Representative a plan (**Customer-Centric Plan**) which details:
 - (A) the commitments made its Proposed Customer-Centric Operating Model and how the Monitoring Licensee will implement these commitments;
 - (B) key performance indicators that will be used to measure the Monitoring Licensee's performance against these commitments (which will become Performance Standards for the purposes of this Monitoring Licence Related Agreement); and
 - (C) any other information reasonably requested by the State's Representative.
- (b) The Customer-Centric Plan must align with the Proposed Customer-Centric Operating Model, unless the State's Representative otherwise approves.
- (c) The Monitoring Licensee must provide the Customer-Centric Plan to the State's Representative for approval. The parties will cooperate in good faith to promptly resolve any differences regarding the Customer-Centric Plan, however the final Customer-Centric Plan will be as determined by the State's Representative.
- (d) The Customer-Centric Plan as determined by the State's Representative, may only be varied with the approval of the State's Representative.
- (e) The Monitoring Licensee must:
 - (i) comply with the Customer-Centric Plan for the Services Term; and
 - (ii) report to the State's Representative on its compliance with the Customer-Centric Plan in accordance with clause 6.4.

PART E - TRANSITION IN AND IMPLEMENTATION

13. Requirements during the Transition In Period

13.1 Development of Implementation Plan

- (a) The Monitoring Licensee must develop a plan that details the activities and actions the Monitoring Licensee will undertake and complete during the Transition In Period (**Implementation Plan**) to be able to:
 - (i) achieve Monitoring Readiness and Pre-commitment Readiness by the Readiness Date;
 - (ii) provide the Monitoring Services and Pre-commitment Services on and from the Commencement Date; and
 - (iii) ensure completion of the Implementation Completion Tasks by the Implementation Completion Date.
- (b) The Implementation Plan must include:
 - (i) detail of all components of the Preparatory Action which the Monitoring Licensee will undertake prior to the Commencement Date, including the requirements set out in Schedule 3 and clause 13.1(c);
 - (ii) the following sub-plans:
 - (A) Technical Implementation Plan, detailing how the Monitoring Licensee will implement the technical transition and implementation of the Monitoring System and Pre-commitment System, including a detailed plan for achieving the Commencement Date connection timeframes as set out in clause 15.2 and setting out the actions and activities to be undertaken by the Monitoring Licensee to obtain approval by the Commission of the Monitoring System and the Pre-commitment System and ensure continuity of the provision of Monitoring Services and Pre-commitment Services;
 - (B) Data Migration Plan, detailing how the Monitoring Licensee will manage the migration of Legacy Systems Data from the Incumbent Operator's Legacy Systems to the Monitoring Licensee's Systems to ensure seamless transition of the provision of Monitoring Services and Pre-commitment Services to the Monitoring Licensee;
 - (C) Venue Operator Change Management Plan, detailing how the Monitoring Licensee will manage the change process for Venue Operators from the Incumbent Operator to the Monitoring Licensee, including training; and
 - (D) Communication Plan, detailing how the Monitoring Licensee will communicate changes affecting Players registered as users of the Incumbent Operator's pre-

commitment Legacy System, during the Transition In Period; and

- (iii) such other matters as the State's Representative requires.
- (c) In the Implementation Plan, the Monitoring Licensee must demonstrate, to the satisfaction of the State's Representative, that the Monitoring Licensee:
- (i) has (or will have before the Commencement Date):
 - (A) obtained all Intellectual Property Rights and rights to the Software Package, including such rights as are necessary to permit the Monitoring Licensee to grant the State IP Licence;
 - (B) financial arrangements and resources;
 - (C) staffing and related resources, including an industrial relations engagement strategy;
 - (D) entered into arrangements with all Agents and Contractors;
 - (E) communications and networks;
 - (F) entered into Jackpot Financial Administration Services Agreements and Trust Deeds with all Venue Operators that request to enter into such agreements and are willing and able to enter into such agreements;
 - (G) entered into any necessary arrangements or agreements with the Melbourne Casino Operator in relation to the provision of Pre-commitment Services;
 - (H) a monitoring and assurance system to carry out the Monitoring Services;
 - (I) an electronic and computerised system to carry out the Pre-commitment Services;
 - (J) implemented all sub-plans as specified in clause 13.1(b)(ii); and
 - (K) such other matters as the State's Representative requires,
- that are necessary and appropriate to provide the Monitoring Services and Pre-commitment Services in accordance with the specifications, requirements and standards set out in this Monitoring Licence Related Agreement, on and from the Commencement Date, and
- (ii) on or before the end of the Implementation Completion Date will have completed the Implementation Completion Tasks.
- (d) The Monitoring Licensee must set out in the Implementation Plan the Key Milestones for:

- (i) the Preparatory Action, including without limitation, all of the items specified in clause 13.1(c);
- (ii) completion of all things necessary to ensure the commencement of the Monitoring Services and Pre-commitment Services on and from the Commencement Date;
- (iii) completion of all things necessary to ensure Monitoring Readiness and Pre-commitment Readiness by the Readiness Date;
- (iv) completion of the Implementation Completion Tasks by the Implementation Completion Date; and
- (v) such other matters as the State's Representative requires.

13.2 Submission of Implementation Plan to the State's Representative

- (a) The Monitoring Licensee must as soon as possible, but no later than 1 month after the Agreement Date (or such later date as approved by the State's Representative), submit its detailed proposed Implementation Plan (including any sub-plan) to the State's Representative for approval.
- (b) At the same time that the Monitoring Licensee submits its proposed Implementation Plan to the State's Representative for approval, the Monitoring Licensee must provide a copy of the proposed Implementation Plan to the Commission for its review.
- (c) The Monitoring Licensee must:
 - (i) ensure that the Implementation Plan complies with the requirements of this clause 13; and
 - (ii) subject to clause 13.2(d), not proceed with the Implementation Plan unless it has been approved by the State's Representative under clause 13.3.
- (d) Without prejudice to any of the State's Representative's rights under this clause 13, the State's Representative may, in their sole discretion, consent to the Monitoring Licensee commencing the implementation of part of the Implementation Plan, prior to its approval under clause 13.3.
- (e) The Monitoring Licensee must submit all sub-plans required under the Implementation Plan to the State's Representative for approval in accordance with the timeframes for approval of the Implementation Plan set out in this clause 13, or as otherwise agreed by the State's Representative.
- (f) The State's Representative may release the Monitoring Licensee from any or all of the obligations in clauses 13.1 to 13.5 if the State's Representative is satisfied that an Implementation Plan, in part or in its entirety, is not required or alternative arrangements are available to facilitate the Monitoring Licensee's ability to comply with clause 13.6.

13.3 Approval of Implementation Plan

- (a) Upon the receipt of a proposed Implementation Plan (or any sub-plan contemplated by the Implementation Plan), the State's Representative may:

- (i) approve the proposed Implementation Plan or sub-plan;
 - (ii) require amendment to the proposed Implementation Plan or sub-plan (including any amendment to the Key Milestones); or
 - (iii) reject the proposed Implementation Plan or sub-plan.
- (b) The State's Representative will:
- (i) consider and provide any feedback on the proposed Implementation Plan (or any sub-plan) in a timely fashion; and
 - (ii) in all events, notify the Monitoring Licensee of its decision and, if the Implementation Plan (or sub-plan) is rejected or required to be amended, provide reasons for the decision, within 2 months of receiving the Implementation Plan (or sub-plan).
- (c) If the State's Representative requires any amendments to, or rejects the Implementation Plan (or any sub-plan), the Monitoring Licensee may make a further submission to the State's Representative within 5 Business Days of the notification as to why the amendment should not be made or the Implementation Plan (or sub-plan) not be rejected.
- (d) The State's Representative and the Monitoring Licensee must promptly discuss any disputes or differences in relation to the Implementation Plan (or any sub-plan), and must negotiate in good faith to agree on the Implementation Plan (or sub-plan).
- (e) If the State's Representative and the Monitoring Licensee are unable to resolve any disputes or differences in relation to the Implementation Plan (or any sub-plan) so that the Implementation Plan may be approved by the State's Representative within 3 months after the Agreement Date (or such later date approved by the State's Representative), then the Approved Implementation Plan will be as determined by the State's Representative.
- (f) The State's Representative must consult with the Commission in approving the Implementation Plan, including any sub-plan.

13.4 Development in accordance with Approved Implementation Plan

- (a) The Monitoring Licensee must act in accordance with the Approved Implementation Plan.
- (b) On written request by the Monitoring Licensee, the State's Representative may, in their absolute discretion after consultation with the Commission, amend or waive a requirement specified in the Approved Implementation Plan (provided that any request to extend a Key Milestone must be made in accordance with clause 13.4(d)).
- (c) The Monitoring Licensee must comply with the Approved Implementation Plan and meet all Key Milestones specified in the Approved Implementation Plan.
- (d) If the Monitoring Licensee reasonably suspects that any Key Milestones will not be met, the Monitoring Licensee must notify the State's Representative and the Commission immediately in writing, detailing:

- (i) the expected delay and a proposed new date by which the Key Milestones will be completed;
 - (ii) the reasons for the delay; and
 - (iii) any proposals to rectify the delay.
- (e) Upon receipt of a notice under clause 13.4(d), the State's Representative may, in their absolute discretion after consultation with the Commission, extend the date for completion of Key Milestones.
- (f) A failure to meet any Key Milestones specified in the Implementation Plan:
 - (i) is deemed to be a contravention of this Monitoring Licence Related Agreement and the Monitoring Licence; and
 - (ii) will, without limitation, entitle the Minister to enforce any security held in accordance with clause 3 of this Monitoring Licence Related Agreement.

13.5 Monthly report

During the Transition In Period the Monitoring Licensee must each month, commencing 1 month from the date of the State's Representative approving or determining the Approved Implementation Plan, provide the State's Representative and the Commission with a written report acceptable to the State's Representative detailing:

- (a) its current progress against the Key Milestones specified in the Approved Implementation Plan; and
- (b) the nature and amount of work that remains in order to complete matters set out in the Approved Implementation Plan and the timelines for completing that work.

13.6 Monitoring Readiness and Pre-commitment Readiness

- (a) The Monitoring Licensee must have completed all things necessary to ensure that Monitoring Readiness and Pre-commitment Readiness are completed by the Readiness Date and this requirement is a Key Milestone for the purposes of the Approved Implementation Plan.
- (b) The Monitoring Licensee must be able to provide the Monitoring Services and Pre-commitment Services on and from the Commencement Date.
- (c) The Monitoring Licensee must have completed the Implementation Completion Tasks by the Implementation Completion Date.

13.7 Approval of Monitoring Readiness

- (a) On or before the Readiness Date, the Monitoring Licensee must in accordance with this clause 13.7 request approval from the Commission that Monitoring Readiness has been achieved.
- (b) The Monitoring Licensee must promptly provide to the Commission a certificate from its Chief Executive Officer (or equivalent position), in a form

acceptable to the Commission, certifying that, in the opinion of the Monitoring Licensee after having made all reasonable enquiries, Monitoring Readiness has been satisfactorily achieved.

- (c) Upon receipt of the certificate provided under clause 13.7(b), the Commission must consider the request and if it determines that Monitoring Readiness has:
 - (i) been satisfactorily achieved, it must approve Monitoring Readiness; or
 - (ii) not been satisfactorily achieved, it will advise the Monitoring Licensee of this fact and provide the Monitoring Licensee with details of the actions that need to be undertaken for Monitoring Readiness to be satisfactorily achieved and the time within which the Monitoring Licensee must comply with the Commission's requirements in all respects. Upon completion of such actions to the Commission's satisfaction, the Commission will approve Monitoring Readiness. The Commission will use its reasonable endeavours to respond to the Monitoring Licensee under this sub-clause 13.7(c)(ii) as soon as practicable after receiving the certificate from the Monitoring Licensee.
- (d) The provision of such details by the Commission to the Monitoring Licensee under this clause 13.7 will not be deemed to cure any breach of the Monitoring Licence or Related Agreements resulting from the Monitoring Licensee's failure to satisfactorily achieve Monitoring Readiness.

13.8 Approval of Pre-commitment Readiness

- (a) On or before the Readiness Date, the Monitoring Licensee must, in accordance with this clause 13.8, request approval from the Commission that Pre-commitment Readiness has been achieved.
- (b) The Monitoring Licensee must promptly provide to the Commission, a certificate from its Chief Executive Officer (or equivalent position), in a form acceptable to the Commission, certifying that, in the opinion of the Monitoring Licensee after having made all reasonable enquiries, Pre-commitment Readiness has been satisfactorily achieved.
- (c) Upon receipt of the certificate provided under clause 13.8(b) the Commission must consider the request and if they determine that Pre-commitment Readiness has:
 - (i) been satisfactorily achieved, must approve Pre-commitment Readiness; or
 - (ii) not been satisfactorily achieved, will advise the Monitoring Licensee of this fact and provide the Monitoring Licensee with details of the actions that need to be undertaken for Pre-commitment Readiness to be satisfactorily achieved and the time within which the Monitoring Licensee must comply with the Commission's requirements in all respects. Upon completion of such actions to the Commission's satisfaction, the Commission will approve Pre-commitment Readiness. The Commission will use its reasonable endeavours to respond to the Monitoring Licensee

under this sub-clause 13.8(c)(ii) as soon as practicable after receiving the certificate from the Monitoring Licensee.

- (d) The provision of such details by the Commission to the Monitoring Licensee under this clause 13.8 will not be deemed to cure any breach of the Monitoring Licence or Related Agreements resulting from the Monitoring Licensee's failure to satisfactorily achieve Pre-commitment Readiness.

13.9 Approval of Implementation Completion

- (a) On or before the Implementation Completion Date, the Monitoring Licensee must in accordance with this clause 13.9 request approval from the Commission that Implementation Completion has been achieved in accordance with the Implementation Plan.
- (b) The Monitoring Licensee must promptly provide to the Commission a certificate from its Chief Executive Officer (or equivalent position), in a form acceptable to the Commission, certifying that, in their opinion, after having made all reasonable enquiries, Implementation Completion has been satisfactorily achieved.
- (c) Upon receipt of the certificate provided under clause 13.9(b), the Commission must, as soon as reasonably practicable, consider the request and if it determines that Implementation Completion has:
 - (i) been satisfactorily achieved, it must approve Implementation Completion; or
 - (ii) not been satisfactorily achieved, it will advise the Monitoring Licensee of this fact and provide the Monitoring Licensee with details of the actions that need to be undertaken for Implementation Completion to be satisfactorily achieved and the time within which the Monitoring Licensee must comply with the Commission's requirements in all respects. Upon completion of such actions to the Commission's satisfaction, the Commission will approve Implementation Completion.
- (d) The provision of such details by the Commission to the Monitoring Licensee under this clause 13.9 will not be deemed to cure any breach of the Monitoring Licence or Related Agreements resulting from the Monitoring Licensee's failure to satisfactorily achieve Implementation Completion.

13.10 Monitoring Licensee's obligation to facilitate transition

- (a) Notwithstanding anything contained in this clause 13, the Monitoring Licensee must, at its own cost:
 - (i) comply with any lawful direction of the State's Representative in relation to the transition from the monitoring and pre-commitment activities provided by the Incumbent Operator to the provision of the Monitoring Services and Pre-commitment Services by the Monitoring Licensee;
 - (ii) use all reasonable endeavours to ensure and facilitate (including by entering into arrangements and taking all reasonable action to enforce such arrangements and to procure that its Agents,

- Contractors and any other person under the Monitoring Licensee's direction or control ensure and facilitate) the efficient, smooth, seamless and uninterrupted transition from the monitoring and pre-commitment activities provided by the Incumbent Operator to the provision of the Monitoring Services and Pre-commitment Services by the Monitoring Licensee; and
- (iii) act reasonably and in good faith towards the Minister, the State's Representative and the Commission during the Transition In Period, including taking any action or undertaking any processes which the Minister or the Commission deems necessary to facilitate an efficient, smooth, seamless and uninterrupted transition from the monitoring and pre-commitment activities provided by the Incumbent Operator to the provision of the Monitoring Services and Pre-commitment Services by the Monitoring Licensee.
- (b) Without limiting clause 13.10(a), the Monitoring Licensee acknowledges and agrees that:
- (i) it must, at its own cost, comply with the provisions of Schedule 5 (Monitoring Licence Transition Out Requirements) of the Incumbent Operator Monitoring Licence Related Agreement, as if references to the 'Incoming Licensee' in that Schedule 5 are references to the Monitoring Licensee, including participating in the transition steering committee (**TSC**) established under that Schedule; and
 - (ii) where there is any inconsistency between a direction of the State's Representative under clause 13.10(a)(i) and a direction or decision of the TSC, the State's Representative's direction prevails to the extent of that inconsistency.

PART F - SYSTEMS

14. Use

The Monitoring Licensee undertakes and agrees it will not use the Monitoring System and Pre-commitment System for any purposes other than those contemplated by the Monitoring Licence, Related Agreements or the Act.

15. Connection requirements

15.1 Obligation to connect to Systems

On the Commencement Date and during the Services Term, the Monitoring Licensee must ensure that all Available Machines, Linked Jackpot Arrangements and Multiple Venue Linked Jackpot Arrangements (where requested by Venue Operators) and Kiosks are connected to the applicable Systems in accordance with this Monitoring Licence Related Agreement.

15.2 Connection on the Commencement Date

Within the 10-hour period commencing at 12:01 am on the Commencement Date, the Monitoring Licensee must ensure:

- (a) all Available Machines in Approved Venues are connected to the Monitoring System and Pre-commitment System;
- (b) all Existing Linked Jackpot Arrangements and Existing Multiple Venue Linked Jackpot Arrangements in Approved Venues are connected to the relevant Available Machines; and
- (c) the monitoring system in the Melbourne Casino is connected to the Pre-commitment System.

15.3 Connection after the Commencement Date

After the Commencement Date, on request from a Venue Operator, the Monitoring Licensee must connect:

- (a) Available Machines to the Monitoring System and Pre-commitment System; and
- (b) Linked Jackpot Arrangements and Multiple Venue Linked Jackpot Arrangements to the relevant Available Machines,

within the timeframes specified in the Venue Conditions.

16. Systems obligations

16.1 Testing

- (a) Prior to Monitoring Readiness and Pre-commitment Readiness, the Monitoring Licensee must:
 - (i) select and appoint a Tester; and
 - (ii) make the Systems and Software Package available to the Tester and the Commission on a removable media acceptable to the Commission for testing to determine whether the Systems comply with the Act, the Monitoring Licence, this Monitoring Licence Related Agreement and the Technical Standards.
- (b) Each time that any variation is made to any of the Systems during the Services Term, the Monitoring Licensee must:
 - (i) select and appoint a Tester; and
 - (ii) make the relevant system and Software Package available to the Tester on a removable media acceptable to the Tester for testing to determine whether the system as varied complies with the Act, the Monitoring Licence, this Monitoring Licence Related Agreement and the Technical Standards.

- (c) The Monitoring Licensee must not, and must enter into arrangements and take all reasonable action to enforce such arrangements to procure that its Agents and Contractors do not:
 - (i) use any of the Systems until such time that the Commission has notified the Monitoring Licensee that those Systems have been approved by the Commission; and
 - (ii) if any of the Systems have been varied from the Systems approved by the Commission at any time during the Term, use the Systems as varied until such time that the Monitoring Licensee has been notified that that variation to those Systems has been approved by the Commission.

16.2 Components of the Systems

On the date that is 3 months after the Issue Date, and again on the date that is 3 months prior to the Commencement Date, the Monitoring Licensee will deliver to the Commission a list identifying in reasonable detail (including product name and version information, if relevant):

- (a) all hardware and firmware required to operate the Systems, the physical location of such hardware and the contact details for a proprietor of that hardware;
- (b) all Software contained in the Systems, and in respect of any Software contained in those Systems that is not Developed Software, the contact details for the licensor of that Software;
- (c) full particulars of any hosted cloud environment in respect of the Systems, including tenancy details, all hosted services and third-party dependencies;
- (d) any other component of the Systems that would reasonably be required by the Commission to operate those systems in its own environment,

and such list must not be updated or varied by the Monitoring Licensee without obtaining the prior written approval of the Commission.

16.3 Player Account Equipment

- (a) The Monitoring Licensee must ensure that its Systems interface, and are compatible with, all Player Account Equipment approved by the Commission, including Player Account Equipment operated as a component of a third-party system.
- (b) Without limitation, the Monitoring Licensee must:
 - (i) develop and publish a robust, plug and play, API for the Monitoring System Interface Board to connect with approved Player Account Equipment on a Gaming Machine in accordance with the Scope of Services and Technical Standards;
 - (ii) ensure that the Pre-commitment System interfaces with, and facilitates the operation of, Player Account Equipment as outlined in the Scope of Services and Technical Standards;

- (iii) provide suitable test environments for the development and testing of new software and systems for Player Account Equipment in accordance with the Scope of Services;
- (iv) cooperate and provide any reasonable assistance to the Commission in its consideration of whether or not to approve Player Account Equipment; and
- (v) act reasonably and in good faith to do all things necessary to enable Player Account Equipment to be approved by the Commission in a timely manner.

16.4 Installation and technical support

During the Term, if requested by the Commission or the State's Representative, the Monitoring Licensee will, at no cost to the Commission or the State's Representative, provide the Commission or the State's Representative (or their nominees) with all reasonable training that the Commission or the State's Representative (or their nominees) may require with respect to the Systems.

16.5 Lifecycle management

- (a) During the Services Term, the Monitoring Licensee must maintain and upgrade all Systems and Software (including any relevant hardware), to ensure their continued performance, compliance with all relevant standards and the Monitoring Licensee's compliance with its obligations under the Monitoring Licence and this Monitoring Licence Related Agreement.
- (b) On the date that is 3 months prior to the Commencement Date, the Monitoring Licensee must provide to the Commission a plan (**Asset Lifecycle Management Plan**) which details:
 - (i) the capital expenditure forecasts contained in the Financial Model, and how the plan aligns with those forecast;
 - (ii) how the Monitoring Licensee will monitor the health and performance of its assets;
 - (iii) the preventive maintenance schedules for the Required Assets,
 - (iv) plans for Software updates and management;
 - (v) asset refresh planning; and
 - (vi) any other information reasonably requested by the Commission.
- (c) The Monitoring Licensee must provide the Asset Lifecycle Management Plan to the Commission for approval. The parties will cooperate in good faith to promptly resolve any differences regarding the Asset Lifecycle Management Plan, however the final Asset Lifecycle Management Plan will be as determined by the Commission.
- (d) The Asset Lifecycle Management Plan as determined by the Commission, may only be varied with the approval of the Commission.
- (e) The Monitoring Licensee must:

- (i) comply with the Asset Lifecycle Management Plan for the Services Term; and
- (ii) report to the Commission on its compliance with the Asset Lifecycle Management Plan on an annual basis, on the anniversary of the Commission's determination of the plan.

16.6 Warranty

The Monitoring Licensee warrants to the State that, to the best of the knowledge of the Monitoring Licensee after having made all relevant enquiries and carrying out all relevant tests, the Software Package does not and will not contain any program routine, device, code or instructions (including any code or instructions provided by third parties) or other undisclosed feature, including, without limitation, a time bomb, virus, software lock, drop-dead device, malicious logic, worm, Trojan horse or trap door, that is capable of accessing, modifying, deleting, damaging, disabling, deactivating, interfering with, or otherwise harming the Software, any computers, networks, data or other electronically stored information, or computer programs or systems.

16.7 Compliance with ITA Application

The Monitoring Licensee must ensure that the Systems comply in all material respects with the description, specifications and representations set out in the Monitoring Licensee's ITA Application, including, without limitation, the Proposed Monitoring System Functionality.

17. Technology Review

17.1 Technology Review Report and Plan

- (a) The Monitoring Licensee must, before the end of each 5 year period throughout the Term, or such other period as agreed to by the Commission, undertake a review (**Technology Review**) of the Monitoring System and Pre-commitment System to:
 - (i) evaluate the performance of the Systems and compare the Systems with current world industry standards and best practices; and
 - (ii) identify changes and improvements to the Systems that would ensure the Systems meet industry standards and best practice to deliver the Monitoring Services and Pre-commitment Services.
- (b) On completion of the Technology Review, the Monitoring Licensee must submit to the Commission a report on the Technology Review (**Technology Review Report**).
- (c) If the Monitoring Licensee proposes changes to the Monitoring System or Pre-commitment System following the Technology Review, the Technology Review Report must include:
 - (i) details of such proposed changes to the Monitoring System or Pre-commitment System; and

- (ii) a plan for the execution of the proposed changes to the Monitoring System or Pre-commitment System, including any cost implications (**Technology Review Plan**).
- (d) In preparing the Technology Review Report (including any Technology Review Plan), the Monitoring Licensee must consult with Venue Licensees and Ancillary Service Providers.

17.2 Approval of Technology Review Plan

- (a) Upon being provided with the Technology Review Report (including any Technology Review Plan), the Commission may by written notice:
 - (i) approve the Technology Review Plan (subject to clause 17.1(c)(i)), and the Monitoring Licensee must immediately implement the Technology Review Plan;
 - (ii) reject the Technology Review Plan;
 - (iii) require amendment to the Technology Review Plan (and the Commission must provide to the Monitoring Licensee an amended Technology Review Plan); or
 - (iv) if the Monitoring Licensee has not submitted a Technology Review Plan, propose a Technology Review Plan (which the Commission must provide to the Monitoring Licensee).
- (b) Upon provision by the Commission to the Monitoring Licensee of the amended or proposed Technology Review Plan under clauses 17.2(a)(iii) or (iv), the Monitoring Licensee must consult with the Commission on the Monitoring Licensee's ability to carry out the amended or proposed Technology Review Plan, including any cost implications that the amended or proposed Technology Review Plan may have on the Monitoring Licensee.
- (c) If implementation of the Technology Review Plan is likely to increase the Monitoring Licensee's costs of carrying out the Monitoring Services or the Pre-commitment Services:
 - (i) the Commission must consult with the State's Representative before approving the Technology Review Plan; and
 - (ii) the Monitoring Licensee may submit a Review Request in accordance with clause 31.1.
- (d) If after the consultation under clause 17.2(b), the Monitoring Licensee agrees to implement the amended or proposed Technology Review Plan, the Commission may approve the Technology Review Plan (subject to clause 17.2(c)(i)) and the Monitoring Licensee must without delay proceed to make such changes to, or development of, the Monitoring System and Pre-commitment System that are approved by the Commission in accordance with the Technology Review Plan.
- (e) If after the consultation under clause 17.2(b), the Monitoring Licensee does not agree to implement the amended or proposed Technology Review Plan, the Technology Review Plan will be determined by the Minister in the Minister's absolute discretion following consultation with the Commission

and the Monitoring Licensee, and the Monitoring Licensee must immediately implement the Technology Review Plan determined by the Minister, which will be deemed to be approved by the Commission under clause 17.2(d).

- (f) The Monitoring Licensee must not make any proposed changes to, or undertake development of, the Monitoring System or the Pre-commitment System which arise under this clause 17 without the prior approval of the Commission.

18. Escrow and cloud access

18.1 Escrow Deed

For the purpose of enabling the State to access the Systems in the event that the Minister believes that the Monitoring Licensee is unable or unwilling to operate the Systems, the State, the Monitoring Licensee and the Escrow Agent will enter into an Escrow Deed no later than the Readiness Date for the purpose of enabling a copy of the Software Package to be held in escrow by the Escrow Agent.

18.2 Deposit of Software Package

- (a) The Monitoring Licensee must deposit with the Escrow Agent the Monitoring Software Package and Pre-commitment Software Package by no later than the Readiness Date.
- (b) The Source Code deposited as part of the Software Package must be on a removable medium, acceptable to the Commission.
- (c) If at any time after providing the Escrow Agent with the Software Package, there is any variation, addition or update to the Software Package (including to the Source Code for a piece of Software), the Monitoring Licensee must, within 5 Business Days of that variation, addition or update occurring, provide the Escrow Agent with an updated version of the Software Package.
- (d) The Monitoring Licensee must procure that the Tester provides a certificate to the Commission confirming that the Software Package as deposited with the Escrow Agent is the same as that it has previously tested and which has been approved by the Commission.

18.3 Software Package Testing and Certification

The Monitoring Licensee must ensure that the Tester verifies and certifies to the Commission that the Software Package as deposited with the Escrow Agent consists of the relevant elements of the Systems as last approved for operation by the Commission under the Act, and includes all elements of the Software Package.

18.4 Cloud access rights

- (a) If required by the State's Representative (after consultation with the Commission), the Monitoring Licensee must enter into a software as a service escrow agreement with any relevant cloud service provider in favour of the Minister and in a form approved by the State's Representative, authorising:

- (i) the Minister (or the Minister's nominee, including any Monitoring Services Provider), on the occurrence of a Step-In Event; and
 - (ii) the Commission, on the occurrence of any of the events that would enable the Escrow Agent to release the Software Package to the Commission under the Escrow Deed,
- to assume full administrative control of the Systems (or such part of the Systems as is provided through the hosted services).
- (b) Without limitation, such an agreement must:
 - (i) include the right to full administrative access credentials (including administrator usernames, passwords, multifactor authentication and keys) and full particulars of any Source Code (for all components), applications (including versions), infrastructure environment, reports detailing end-to-end build and deployment processes and maintenance of the Systems, scripts, databases and any other cloud assets; and
 - (ii) be entered into by all relevant parties by no later than the Readiness Date (or such other date as approved by the State's Representative).
 - (c) The State's Representative (after consultation with the Commission) may require the Monitoring Licensee to provide the following irrevocable authorities, which the Monitoring Licensee must provide to the State's Representative by no later than the Readiness Date (or such other date as approved by the State's Representative):
 - (i) an irrevocable authority addressed to any relevant third-party cloud services host of the Systems (or any part of the Systems), requiring the third-party host to grant the Minister (or the Minister's nominee) full administrative (super user) control of the Systems to the exclusion of the Monitoring Licensee; and
 - (ii) an irrevocable authority addressed to any relevant DNS hosting provider, requiring the third-party DNS host to grant the Minister (or the Minister's nominee) full administrative control over all domain records associated with or required by the Systems to the exclusion of the Monitoring Licensee,each irrevocable authority to be exercisable on the occurrence of the events described in clauses 18.4(a)(i) and (ii).

19. Required Assets

19.1 Ownership of Required Assets

The Monitoring Licensee must:

- (a) maintain legal and beneficial ownership of the Required Assets;
- (b) not grant or allow to subsist any Encumbrance over the Required Assets (except with the prior approval of the Minister); and

- (c) not deal with the Required Assets except in accordance with this Monitoring Licence Related Agreement.

19.2 Notification of Monitoring Assets and Pre-commitment Assets

On or before the Readiness Date, and within 5 Business Days of any request by the State's Representative, the Monitoring Licensee must provide the State's Representative with a list of Monitoring Assets and Pre-commitment Assets together with such details as the State's Representative requests in relation to the ownership and financing of such assets.

19.3 Reclassification of Monitoring Assets and Pre-commitment Assets

- (a) At any time after:
 - (i) receipt of the list of Monitoring Assets and Pre-commitment Assets under clause 19.2; or
 - (ii) receipt of the Transition Plan under clause 36.6,

the State's Representative may notify the Monitoring Licensee in writing that certain of the Monitoring Assets or Pre-commitment Assets are re-classified as Required Assets and that all terms and conditions relating to Required Assets under this Monitoring Licence Related Agreement apply to such assets on and from the date of such notice.

- (b) If after having used all reasonable endeavours to acquire the re-classified Monitoring Assets or Pre-commitment Assets, the Monitoring Licensee is unable to acquire such assets, the Monitoring Licensee and the State's Representative will meet in good faith to discuss the issue and if the issue cannot be resolved, the State's Representative may or may not, at the State's Representative's discretion, withdraw the notice issued under clause 19.3(a).

19.4 Tripartite Deed

Where a Monitoring Asset or Pre-commitment Asset is not owned by the Monitoring Licensee, the Minister may deem the supplier of such asset to be a Material Agent or Contractor and request the Monitoring Licensee procure that the supplier enter into a Tripartite Deed in accordance with clause 10.2 of the Monitoring Licence.

PART G - RECORDS AND REPORTING

20. Records

20.1 Retention of Records

- (a) The Monitoring Licensee must maintain and keep all Records, and procure that all Records held by any Agent or Contractor are maintained and kept in electronic form in Australia for the Term, and for a period of not less than seven years after administrative use of the Records has concluded.
- (b) The Monitoring Licensee must create, capture, manage and retain Records in digital formats only, whenever practicable.

20.2 Copy Records

- (a) If requested by the Commission in writing, the Monitoring Licensee must promptly, at the cost of the Monitoring Licensee, provide the Commission with a copy of the Records or any part thereof.
- (b) Where the Commission requests a copy of Records in accordance with clause 20.2(a), the Monitoring Licensee must, if requested by the Commission, provide certification by an appropriately authorised officer of the Monitoring Licensee that the copy is a true copy of the Records.

20.3 Inspection of Records

- (a) The Monitoring Licensee must:
 - (i) at all reasonable times, permit any person authorised in writing by the Commission to inspect and take copies of any Records of the Monitoring Licensee, any of its Agents or Contractors or any other person under the Monitoring Licensee's direction or control; and
 - (ii) comply with all lawful requests by that person authorised by the Commission in respect to the inspection or copying.
- (b) Without limiting the ability of the Commission to impose any costs or charges under the Act, the Monitoring Licensee must pay its own costs in complying with this clause.

20.4 Use of Records

- (a) The Monitoring Licensee must only use and disclose Records during and after the Term for purposes connected with the provision of the Monitoring Services and Pre-commitment Services in accordance with the Act, the Monitoring Licence and the Related Agreements and as required by Law, provided however that the Monitoring Licensee may disclose Records to the extent required by Law or the rules of any stock exchange or to any of its lawyers or other professional advisers under a duty of confidentiality.
- (b) For the avoidance of doubt, the Monitoring Licensee must not at any time (including after the Term):
 - (i) use the Records for any commercial purpose other than the provision of the Monitoring Services or Pre-commitment Services in accordance with the Act, the Monitoring Licence and the Related Agreements;
 - (ii) use the Records for purposes connected with the provision of Ancillary Services; or
 - (iii) disclose any of the Records to any person or entity, if those Records are to be used, or the Monitoring Licensee reasonably ought to know that those Records are to be used, for purposes connected with the provision of Ancillary Services by any entity unless previously approved by the Commission in writing.

21. Financial Statements

21.1 Preparation of Annual Financial Statements and Trust Account Statements

- (a) The Monitoring Licensee must, as soon as practicable after the end of each Financial Year, prepare at its cost:
 - (i) audited annual financial statements for that Financial Year **(Annual Financial Statements)**; and
 - (ii) audited Trust Account Statements for that Financial Year.
- (b) The Monitoring Licensee must provide to the Commission a copy of the audited Annual Financial Statements within 3 months (or such longer period as agreed to by the Commission) after the end of the Financial Year to which those Annual Financial Statements relate.
- (c) The Monitoring Licensee must provide to the Commission a copy of the audited Trust Account Statements for the Financial Year within 3 months (or such longer period as agreed by the Commission) after the end of that Financial Year.
- (d) The Annual Financial Statements and the Trust Account Statements must be prepared in accordance with clauses 21.3, 21.5 and 21.6.

21.2 Additional Financial Statements

- (a) In addition to the Annual Financial Statements, the Monitoring Licensee must, upon request from the Commission, and at the cost of the Monitoring Licensee, provide the Commission with financial statements for the period specified in the request and covering:
 - (i) the financial position of the Monitoring Licensee;
 - (ii) the disaggregated financial performance in respect of any individual part or parts of the Monitoring Services or Pre-commitment Services conducted; and
 - (iii) if applicable, the financial statements of the consolidated entity (as defined in the Corporations Act),
(Additional Financial Statements)
- (b) The Monitoring Licensee must provide the Additional Financial Statements by the date specified in the request, or if no time is specified within 30 Business Days of being notified.
- (c) The Additional Financial Statements must be prepared in accordance with clauses 21.3, 21.5 and 21.6.

21.3 Content of Financial Statements

- (a) The Annual Financial Statements and any Additional Financial Statements must be prepared in accordance with Australian Accounting Standards, and in any case such financial statements must, in respect of the transactions,

operations and financial position of the Monitoring Licensee related to the provision of the Monitoring Services and Pre-commitment Services, include:

- (i) a statement of cash flow for the period of that financial statement;
 - (ii) a statement of financial performance for the period of that financial statement;
 - (iii) a statement of financial position as at the date of the financial statement; and
 - (iv) any other information reasonably required by the Commission.
- (b) The Trust Account Statements must be prepared in relation to each Approved Linked Jackpot Trust Account, in accordance with Australian Accounting Standards and must include any information required by the Commission.

21.4 Audit of Monitoring Licensee

- (a) The Monitoring Licensee must, as soon as practicable after the end of each Financial Year, cause the Annual Financial Statements and Trust Account Statements (and the Records where required in writing by the Commission) of the Monitoring Licensee to be audited by an independent auditor approved by the Commission in accordance with Australian Auditing Standards.
- (b) The Monitoring Licensee must:
- (i) ensure that such auditor has right of access at all times to the Records of the Monitoring Licensee; and
 - (ii) cooperate fully with such auditor and ensure cooperation with such auditor by any Agent or Contractor of the Monitoring Licensee or any other person under the Monitoring Licensee's direction or control so that such auditor receives all information, assistance and explanations necessary for the performance of the duties of the auditor in relation to the audit.
- (c) The Monitoring Licensee must procure that the auditor's report be lodged with the Commission within 3 months (or such longer period as agreed to by the Commission) after the end of the Financial Year to which the report relates.

21.5 Compliance with accounting standards

The Monitoring Licensee must ensure that the Annual Financial Statements, Trust Account Statements, any Additional Financial Statements and all associated financial Records of the Monitoring Licensee comply with Australian Accounting Standards.

21.6 Executive declaration

- (a) The Monitoring Licensee must procure, in respect of each Annual Financial Statement, Trust Account Statement and Additional Financial Statement, a

declaration from its Chief Executive Officer and Chief Financial Officer (or equivalent positions), acceptable to the Commission, as to whether, in that person's opinion:

- (i) such statements comply with the Australian Accounting Standards;
 - (ii) such statements reflect a true and fair view of the financial position of the Monitoring Licensee, or the Monitoring Business of the Monitoring Licensee or the Approved Linked Jackpot Trust Accounts or the Pre-commitment Business of the Monitoring Licensee (as the case requires); and
 - (iii) the Monitoring Licensee has sufficient and effective internal controls to ensure that the person making the declaration would be aware of any material information relating to the production of that Annual Financial Statement, Trust Account Statement or any Additional Financial Statements (as the case requires).
- (b) The Monitoring Licensee must provide the declarations required under clause 21.6(a) to the Commission together with the Annual Financial Statements, Trust Account Statements or any Additional Financial Statements.

22. Electronic provision of information

Without limiting the Monitoring Licensee's obligations to otherwise provide information or material under this Monitoring Licence Related Agreement if required by the Commission the Monitoring Licensee must provide at its cost an electronic copy (to the extent practicable, in a format suitable for content extraction) of all Records including Annual Financial Statements, Trust Account Statements, Additional Financial Statements and/or other documents or information that the Monitoring Licensee is required to provide under this Monitoring Licence Related Agreement.

23. Reporting

The Monitoring Licensee must provide a range of reports and reporting tools and options to Venue Licensees, the State's Representative and the Commission utilising Data from the Systems. The reports and reporting tools must meet the requirements of the Scope of Services, BRD and the Technical Standards.

24. Directions to provide information or document

- (a) Without limiting any other obligation in this Monitoring Licence Related Agreement, the Commission or the Minister (as the case may be) may give a written direction to the Monitoring Licensee requiring the Monitoring Licensee or any of its Agents or Contractors to provide to the Minister or the Commission by a certain date and time any information or document including, without limitation, any Record, or any class of information or document that is in the possession or under the control of the Monitoring Licensee and that:
 - (i) relates to any arrangement or agreement between the Monitoring Licensee and one or more parties in Victoria or in any other State or Territory or another country relating to the provision of the Monitoring Services or the Pre-commitment Services; or

- (ii) in the opinion of the Minister or Commission relates to the provision of the Monitoring Services or the Pre-commitment Services and is considered by the Minister or Commission to be relevant to:
 - (A) a Disclosure Notice;
 - (B) a Suspension Notice;
 - (C) a Cancellation Notice;
 - (D) an invitation or proposed invitation to apply for a New Monitoring Licence under section 3.4.40 of the Act;
 - (E) an application or proposed application for a New Monitoring Licence under section 3.4.42 of the Act; or
 - (F) the appointment of an Incoming Licensee under either of sections 3.4.44 or 3.4.59I of the Act.
- (b) The Monitoring Licensee must comply and ensure compliance with a direction under clause 24(a).
- (c) The Minister or the Commission (as the case may be) may, subject to any conditions that the Minister or Commission (as the case may be) thinks fit, disclose any information acquired by the Minister or Commission in response to a direction under clause 24(a) to any of the following:
 - (i) a Monitoring Services Provider;
 - (ii) persons who apply for a New Monitoring Licence in accordance with section 3.4.42 of the Act;
 - (iii) an Incoming Licensee; and
 - (iv) any other person that may be appointed by the Minister or the Commission to enable a smooth transition of the Monitoring Services or the Pre-commitment Services from the Monitoring Licensee.
- (d) No compensation is payable by the State in relation to a direction by the Minister in respect of anything done in accordance with this clause.
- (e) For the avoidance of doubt:
 - (i) the Minister and the Commission agree to comply with section 10.1.30 of the Act in relation to any information or documentation provided to the Minister or the Commission under this clause 24; and
 - (ii) for the purposes of section 10.1.32(a) of the Act, the Monitoring Licensee consents to the disclosure of information or documentation by the Minister or Commission as set out in this clause 24.

PART H - DATA AND INTELLECTUAL PROPERTY

25. Ownership and licence of Data

25.1 Ownership

The State owns and has all right, title or interest in the Data including all Intellectual Property Rights in the Data and this right, title or interest vests in the State upon creation of the Data. To the extent that:

- (a) the Monitoring Licensee may have, but for the operation of this clause, any right title and interest in the Data, the Monitoring Licensee assigns absolutely to the State; and
- (b) any Agent or Contractor may have, but for the operation of this clause, any right title and interest in the Data, the Monitoring Licensee will procure that that Agent or Contractor assigns absolutely to the State,

all of its right, title and interest in that Data, effective at the time of creation of the Data.

25.2 Warranty

The Monitoring Licensee warrants and undertakes to the State that:

- (a) the Data assigned to the State by the Monitoring Licensee under clause 25.1 does not and will not infringe any Intellectual Property Rights of any third-party;
- (b) neither the Monitoring Licensee nor any Agent or Contractor has granted, transferred or assigned any of its Intellectual Property Rights in any Data to any entity or person other than to the State; and
- (c) neither the Monitoring Licensee nor any Agent or Contractor has done or performed any act or thing that may in any way prejudice the ownership by the State of the Data or of any Intellectual Property Rights in the Data.

25.3 Undertakings

The Monitoring Licensee undertakes that it will:

- (a) procure from each Agent and Contractor a warranty that any Data assigned to the State by that Agent or Contractor, does not and will not infringe any of its Intellectual Property Rights or any Intellectual Property Rights of any third-party;
- (b) not grant, transfer or assign any of its Intellectual Property Rights in any Data other than to the State or any successor, assignee or licensee of the State;
- (c) procure that each Contractor and Agent agrees not to grant, transfer or assign any of its Intellectual Property Rights in any Data other than to the State or any successor, assignee or licensee of the State;

- (d) not do or perform any act or thing, that may in any way prejudice the ownership or use by the State or any successor, assignee or licensee of the State of the Data or of any Intellectual Property Rights in the Data; and
- (e) procure that each Contractor and Agent agrees that it will not do or perform any act or thing, that may in any way prejudice the ownership or use by the State or any successor, assignee or licensee of the State of the Data or of any Intellectual Property Rights in the Data.

25.4 Indemnity

The Monitoring Licensee will indemnify the State, the Commission, and each of their successors, assignees and licensees against any Claims or Liabilities they may incur as a result of, or arising from, a breach by the Monitoring Licensee, its Agents or Contractors of any of the Monitoring Licensee's warranties or undertakings in clause 25.2 or 25.3.

25.5 Execution of further documents

The Monitoring Licensee will, and will procure that all Agents and Contractors, do all things necessary, take all action and execute all documents as and when required by the Minister to vest in the State all the rights referred to in this clause 25.

25.6 Licence

- (a) Subject to clause 26 of this Monitoring Licence Related Agreement, the State grants to the Monitoring Licensee a royalty-free, non-exclusive licence for the Term to use the Data in accordance with the terms of this Monitoring Licence Related Agreement for the sole purpose of providing the Monitoring Services and Pre-commitment Services, with the right to grant sub-licences of this licence to Agents and Contractors for the same purpose.
- (b) The rights given by this clause 25.6 are personal to the Monitoring Licensee and are not saleable, assignable or transferable in any manner whatever and the Monitoring Licensee must not in any way Encumber or assign the rights granted to the Monitoring Licensee under this clause 25.6 to any other person other than as provided for under this Monitoring Licence Related Agreement and any attempt to do so will be void.
- (c) The rights given in this clause 25.6 to the Monitoring Licensee and any Agent or Contractor granted a sub-licence to use the Data for the purpose of the Monitoring Services will terminate immediately upon:
 - (i) termination or expiry of this Monitoring Licence Related Agreement; and
 - (ii) with respect to any sub-licence, immediately upon written notice from the Minister to the Monitoring Licensee.

25.7 Delivery of Data

- (a) Upon request by the Commission, as soon as possible after the request, the Monitoring Licensee must at the Monitoring Licensee's cost deliver the Data to the Commission in the medium and format reasonably specified by the Commission.

- (b) Notwithstanding clause 25.7(a) and subject to clause 25.7(c), on termination or expiry of this Monitoring Licence Related Agreement the Monitoring Licensee must, at the Monitoring Licensee's cost, immediately:
 - (i) deliver to the Commission all copies of the Data regardless of its form; in its possession or control or in the possession or control of any Agent or Contractor;
 - (ii) upon being required to do so by the Commission in writing, delete all electronic copies of the Data and in its possession or control (other than any copies stored on any of the Systems) and procure that any Agent or Contractor that has any electronic copies of the Data in its possession or control, delete those electronic copies; and
 - (iii) cease to use the Data or any part of it and procure that any Agent or Contractor ceases to use the Data or any part of it.
- (c) The Monitoring Licensee may retain one copy of the Data solely for its audit or corporate governance purposes as required by Law.

26. Use, disclosure and security of Data

26.1 Restrictions on use of Data

- (a) Except as expressly permitted under this Monitoring Licence Related Agreement, the Monitoring Licensee is not authorised to collect, store, disclose, deliver or use:
 - (i) Monitoring Data, unless it is to be used for purposes directly connected with the provision of the Monitoring Services; or
 - (ii) Pre-commitment Data, unless it is to be used for purposes directly connected with the provision of Pre-commitment Services,in accordance with the Act, the Monitoring Licence and the Related Agreements.
- (b) Without limitation and subject to this clause 26, the Monitoring Licensee must not disclose Data to any person or entity if that Data is to be used, or the Monitoring Licensee reasonably ought to know that that Data is to be used for purposes other than the provision of Monitoring Services (in the case of Monitoring Data) or Pre-commitment Services (in the case of Pre-commitment Data) unless previously approved by the Minister in writing.

26.2 Storage, retention and disclosure of Data

- (a) The Monitoring Licensee must collect and store complete and accurate Data in a reportable form.
- (b) The Monitoring Licensee must retain:
 - (i) Monitoring Data for a period of 7 years from the date such data was captured by the Monitoring System; and
 - (ii) subject to clause 26.2(c):

- (A) Pre-commitment Data (other than Pre-commitment Data that relates to Casual Players only) - for a period of 7 years from the date such data was captured by the Pre-commitment System; and
 - (B) Pre-commitment Data that relates to Casual Players only - for a period as determined by the State's Representative, not exceeding 7 years from the date such data was captured by the Pre-commitment System.
- (c) Where a Player requests that Pre-commitment Data relating to that Player be deleted, the Monitoring Licensee must delete such data in accordance with Law and any applicable requirements of the BRD.
 - (d) Unless otherwise agreed in writing by the Commission, Data must only be stored within Australia.
 - (e) Data must be securely stored in accordance with the Technical Standards and access to the Data must only be available to those persons specifically authorised by the Monitoring Licensee for that purpose and where that access is for the purposes of this Monitoring Licence Related Agreement.

26.3 Disclosure of Data to the Commission

- (a) During the Services Term, the Monitoring Licensee must enable:
 - (i) the Commission to use Monitoring Data to generate and modify as required pre-defined reports, and build ad-hoc reports, in a form specified by the Commission; and
 - (ii) the Commission and the State's Representative to use Pre-commitment Data to generate and modify as required pre-defined reports, and build ad-hoc reports, in a form specified by the Commission or the State's Representative.
- (b) The Monitoring Licensee must, at all reasonable times, ensure that any person authorised in writing by the Commission (**Authorised Person**) can have access to, extract and take copies of any Data stored by the Monitoring Licensee, any of its Agents or Contractors or any other person under the Monitoring Licensee's direction or control, and the Monitoring Licensee must ensure that all reasonable requests by an Authorised Person in respect of the access, inspection, extraction or copying are complied with. Without limitation to any costs or charges that may be imposed under the Act, the Monitoring Licensee, all Agents and Contractors and other relevant persons must pay or bear their own costs and expenses in complying with this clause.
- (c) The Monitoring Licensee must ensure that any agreement or arrangement it has with its Agents, Contractors or any other person requires them to comply with the provisions of this clause 26.
- (d) Without limiting its other obligations under this Monitoring Licence Related Agreement, the Monitoring Licensee must cooperate with and provide to the State's Representative and any Authorised Person all Data and all information in its power, possession or control, or within the power, possession or control of its Agents, Contractors or any other person, which

is requested by the State's Representative or an Authorised Person for the purposes of any research into gambling commissioned by or on behalf of the State.

26.4 Venue Monitoring Data

- (a) The Monitoring Licensee acknowledges that the State has granted, or will grant, each Venue Operator a licence to use, as reasonably required for the purpose of operating the Venue Operator's Venue, all Monitoring Data and expressions of Monitoring Data contained in, processed or generated by, the Monitoring System relevant to the operation of each Venue Operator's Venue (**Venue Monitoring Data**).
- (b) To the extent that the Monitoring Licensee is in possession of a Venue Operator's Venue Monitoring Data, the State consents to the Monitoring Licensee disclosing that Venue Operator's Venue Monitoring Data to that Venue Operator (and any person authorised by the Venue Operator), and the Monitoring Licensee must facilitate access by that Venue Operator (and any person authorised by the Venue Operator) to that Venue Operator's Venue Monitoring Data upon request by that Venue Operator.
- (c) Without limiting clause 26.4(b):
 - (i) the State consents to the Monitoring Licensee disclosing a Venue Operator's Venue Monitoring Data upon request by that Venue Operator, for the purposes of facilitating the operation of third-party gaming-related systems at the Venue Operator's Venue; and
 - (ii) the Monitoring Licensee acknowledges that the provision of Venue Monitoring Data to facilitate third-party gaming-related systems is a core requirement under the Monitoring Scope of Services, and the Monitoring Licensee must not impose a fee on a Venue Operator, Ancillary Service Provider or other operator of a third-party system for providing access to Venue Monitoring Data.
- (d) For the avoidance of doubt, nothing in this clause allows disclosure by the Monitoring Licensee of a Venue Operator's Venue Monitoring Data to another Venue Operator.

26.5 Venue Pre-commitment Data

- (a) The Monitoring Licensee acknowledges that the State has granted, or will grant, to each Venue Licensee a licence for access to:
 - (i) Pre-commitment Data and expressions of Pre-commitment Data contained in, processed or generated by, the Pre-commitment System relevant to the operation of Pre-commitment Services at each Gaming Venue of the Venue Licensee (**Venue Pre-commitment Data**) solely for the purpose of the operation of the interface to allow Player information to be entered onto the Pre-commitment System and to address Player enquiries in relation to a Player's registration on the Pre-commitment System; and
 - (ii) De-Identified Venue Pre-commitment Data solely for the purpose of the facilitation and encouragement of users of Gaming

Machines to take up pre-commitment at each Gaming Venue of the Venue Licensee.

- (b) To the extent that the Monitoring Licensee is in possession of Venue Pre-commitment Data and De-Identified Venue Pre-commitment Data, the State consents to the Monitoring Licensee disclosing:
- (i) Venue Pre-commitment Data to the Venue Licensee of the Gaming Venues to which the data relates; and
 - (ii) De-Identified Venue Pre-commitment Data to the Venue Licensee of the Gaming Venues to which the data relates,
- and the Monitoring Licensee must facilitate access by that Venue Licensee to that Venue Licensee's Venue Pre-commitment Data and De-Identified Venue Pre-commitment Data for the operation of the Pre-commitment System and the provision of Pre-commitment Services at the Gaming Venues of the Venue Licensee.
- (c) For the avoidance of doubt, nothing in this clause allows disclosure by the Monitoring Licensee of one Venue Licensee's Venue Pre-commitment Data or De-Identified Venue Pre-commitment Data to another Venue Licensee.

26.6 Data security and privacy

- (a) The Monitoring Licensee must take reasonable steps to prohibit and prevent any person not authorised by the Monitoring Licensee, the Minister, the State's Representative or the Commission from gaining access to Data.
- (b) If the Monitoring Licensee becomes aware that any Data has become lost or corrupted or there is unauthorised access to that Data (**Data Security Breach**), it will (except to the extent not permissible by Law):
- (i) take immediate action to contain the Data Security Breach and prevent any further compromise of Data, and notify the State's Representative and the Commission as soon as possible of the Data Security Breach and any action taken (or to be taken) in response;
 - (ii) as soon as reasonably practicable, notify the State's Representative in advance if it is required by Law or otherwise intends to report the Data Security Breach to any of the Privacy & Information Commissioners or any affected individuals;
 - (iii) comply with the State's Representative's reasonable directions in relation to the Data Security Breach, including providing the State's Representative with a reasonable opportunity to be involved with and approve any report or notification under clause 26.6(b)(ii);
 - (iv) provide reasonable assistance to the State if the State seeks to report the Data Security Breach to any of the Privacy & Information Commissioners or notify any affected individuals; and
 - (v) review the Data Security Breach and take action to prevent further breaches.

- (c) To the extent Data is 'public sector data' within the meaning of the *Privacy and Data Protection Act 2014* (Vic), the Monitoring Licensee agrees not to do any act or engage in any practice that contravenes a Protective Data Security Standard or would give rise to contravention of a Protective Data Security Standard by the Minister or the State in respect of any Data collected, held, used, managed, disclosed or transferred by the Monitoring Licensee on behalf of the Minister or State under or in connection with this Monitoring Licence Related Agreement.
- (d) Without limiting clause 45, the Monitoring Licensee must comply with its obligations (and ensure that its employees, Agents and Contractors are aware of and comply with their obligations) under any applicable Privacy Laws when accessing, collecting, using, disclosing or otherwise handling any Data that contains Personal Information.

27. Legacy Systems Data

27.1 Provision of Legacy Systems Data

- (a) The State owns and has all right, title or interest in the Legacy Systems Data including all Intellectual Property Rights in the Legacy Systems Data.
- (b) On or before the Commencement Date, the State may provide (or procure the provision by the Incumbent Operator) to the Monitoring Licensee the Legacy Systems Data.

27.2 Licence

- (a) The State grants to the Monitoring Licensee a royalty-free, non-exclusive licence for the Term to use the Legacy Systems Data for the sole purpose of providing the Monitoring Services and Pre-commitment Services, with the right to grant sub-licences of this licence to Agents and Contractors for the same purpose.
- (b) The rights given by this clause 27.2 are personal to the Monitoring Licensee and are not saleable, assignable or transferable in any manner whatever and the Monitoring Licensee must not in any way Encumber or assign the rights granted to the Monitoring Licensee under this clause 27.2 to any other person other than as provided for under this Monitoring Licence Related Agreement and any attempt to do so will be void.
- (c) The rights given in this clause 27.2 to the Monitoring Licensee and any Agent or Contractor granted a sub-licence to use the Legacy Systems Data for the purpose of the Monitoring Services will terminate immediately upon:
 - (i) termination or expiry of this Monitoring Licence Related Agreement; and
 - (ii) with respect to any sub-licence, immediately upon written notice from the Minister to the Monitoring Licensee.

27.3 Data security

The Monitoring Licensee must comply with clauses 26.1, 26.2 and 26.6 in respect of Legacy Systems Data, as though references to 'Data' in those clauses are references to Legacy Systems Data.

28. Intellectual property

28.1 Intellectual Property Rights

It is the Monitoring Licensee's responsibility to obtain all of the Intellectual Property Rights required for the Monitoring Licensee to provide the Monitoring Services and Pre-commitment Services, including such rights as are necessary to permit the Monitoring Licensee to grant the State IP Licence.

28.2 State IP Licence

- (a) Subject to the provisions of this clause 28, the Monitoring Licensee grants to the State, a royalty-free, irrevocable, non-exclusive, perpetual licence to:
- (i) use, reproduce and publish, and sub-licence to any Sub-Licensee the right to use, reproduce and publish; and
 - (ii) subject to clause 28.2(b), modify and amend, and sub-licence to any Sub-Licensee the right to modify and amend,

the Licensed IP in the State of Victoria in relation to Monitoring Services and Pre-commitment Services, including in relation to providing Monitoring Services or Pre-commitment Services (**State IP Licence**).

- (b) The Monitoring Licensee is not obliged to obtain for the State a royalty-free, irrevocable, non-exclusive, perpetual licence to modify and amend, and sub-licence to any Sub-Licensee the right to modify and amend, the Licensed IP in the State of Victoria in relation to Monitoring Services and Pre-commitment Services, including in relation to providing Monitoring Services or Pre-commitment Services, to the extent (and only to the extent) that any of the Licensed IP is Third Party Material and the Monitoring Licensee is unable to obtain, on commercially reasonable terms after using all reasonable endeavours, a licence for the State and any Sub-Licensee to modify and amend the Licensed IP in the State of Victoria in relation to Monitoring Services and Pre-commitment Services, including in relation to providing Monitoring Services or Pre-commitment Services.

28.3 Effective date

- (a) With regard to each component of the Licensed IP (other than the Intellectual Property Rights in the Software Package), the State IP Licence will be effective on and from the later of the date that:
- (i) the Commission determines that Monitoring Readiness has been satisfactorily achieved in accordance with clause 13.7, if the Licensed IP relates to the provision of Monitoring Services;
 - (ii) the Commission determines that Pre-commitment Readiness has been satisfactorily achieved in accordance with clause 13.8, if the Licensed IP relates to the provision of Pre-commitment Services; and
 - (iii) that component of Licensed IP is created.
- (b) With regard to those components of Licensed IP that constitute the Software or the Software Package, the State IP Licence will be effective on

and from the date that a 'Trigger Event' occurs in accordance with the Escrow Deed or when the relevant Software or component of the Software Package is released from escrow in accordance with the Escrow Deed or is otherwise provided to the State, whichever is the earlier.

28.4 Third Party Material

- (a) For the avoidance of doubt and subject to clauses 28.2(b) and 28.4(b), to the extent that the Licensed IP contains any Third Party Material, the Monitoring Licensee must do all things necessary to enable the State and any Sub-Licensee to be able to use that Third Party Material from the effective date of the State IP Licence in respect of that Third Party Material (as determined in accordance with clause 28.3), at no cost to the State and the Sub-Licensee, in accordance with the terms of the State IP Licence, including, without limitation:
- (i) obtaining any necessary licences for the State and any Sub-Licensee to use the Third Party Material (which licences must be consistent with the terms of the State IP Licence);
 - (ii) obtaining any necessary certification needed by the State and any Sub-Licensee to use the Proprietary Development Environment (to the extent that the Monitoring Licensee is required to deliver the Proprietary Development Environment into escrow under this Monitoring Licence Related Agreement); and
 - (iii) paying any fees necessary for the State and any Sub-Licensee to use the Third Party Material.
- (b) If, after the expiry of the Term, the Monitoring Licensee is required to pay any fees (**Fees**) for the State and any Sub-Licensee to continue to use certain Third Party Material (**Fee-bearing Material**), then as soon as practicable after becoming aware of this fact, the Monitoring Licensee must notify the Minister of the amount of the Fees that the Monitoring Licensee will be required to pay after the Term (as of the date of the notification), and keep the Minister informed of any changes to those Fees during the Term.
- (c) Before the expiry of the Term, the Minister will advise the Monitoring Licensee whether or not they requires access to the Fee-bearing Material after the Term.
- (d) If the Minister advises the Monitoring Licensee that they requires access to the Fee-bearing Material after the expiry of the Term, then as soon as practicable after receiving this notification the Monitoring Licensee will notify the Minister of the exact amount of Fees payable for the Fee-bearing Material after the Term, and before the expiry of the Term the State will pay the Fees to the Monitoring Licensee or, at the option of the State, the State will agree to pay the Fees directly to the third-party when due.
- (e) If the Minister advises the Monitoring Licensee before the expiry of the Term that the Minister does not require access to the Fee-bearing Material after the Term, the Monitoring Licensee is not obliged to procure access to that Fee-bearing Material for the State and its Sub-Licensees and the State is not required to pay any Fees.

28.5 IP Sub-Licence Agreement

- (a) If the State enters into any IP Sub-Licence Agreement, that IP Sub-Licence Agreement will:
 - (i) notwithstanding the date of execution of the relevant IP Sub-Licence Agreement in relation to Incoming Licensees, not commence earlier than the date on which the Incoming Licensee is able to take Preparatory Action or otherwise on the termination or expiration of the Monitoring Licensee's Monitoring Licence;
 - (ii) if it includes a licence of the Intellectual Property Rights in the Reports, include provisions requiring the Sub-Licensee:
 - (A) to form its own views on the accuracy and completeness of the information contained in the Reports; and
 - (B) not to bring any Claim against the Monitoring Licensee in relation to any inaccuracy or incompleteness of the information contained in the Reports; and
 - (iii) otherwise be on the terms the State considers appropriate.
- (b) For the avoidance of doubt:
 - (i) where a Monitoring Services Provider or an Incoming Licensee ceases to hold the right to provide the Monitoring Services, that Monitoring Services Provider or Incoming Licensee's IP Sub-Licence Agreement will terminate and the State may sub-licence the Licensed IP to any subsequent Incoming Licensee or Monitoring Services Provider; and
 - (ii) where a third-party who is retained to perform acts on behalf of the State in relation to the Licensed IP ceases to be retained to perform acts on behalf of the State in relation to the Licensed IP, that third-party's IP Sub-Licence Agreement will terminate.

28.6 Warranties

The Monitoring Licensee warrants and represents that on and from the Readiness Date:

- (a) it owns or has the right to use all of the Intellectual Property Rights required by it to provide the Monitoring Services and Pre-commitment Services, including but not limited to the Licensed IP;
- (b) it has the authority to grant the State IP Licence, including all necessary consents from any other person with any right, title or interest in the Licensed IP (including from any owner of any Intellectual Property Rights in any Third Party Material and any person who has developed any part of the Developed Intellectual Property); and

- (c) to the best of the knowledge of the Monitoring Licensee, after having made all relevant enquiries, the:
- (i) provision or performance of the Monitoring Services, or anything arising from the provision or performance of the Monitoring Services;
 - (ii) provision or performance of the Pre-commitment Services, or anything arising from the provision or performance of the Pre-commitment Services; or
 - (iii) Licensed IP, the use or sub-licensing by the State of the Licensed IP in accordance with the State IP Licence, or the use of the Licensed IP by any Sub-Licensee in accordance with the State IP Licence,

will not infringe any Intellectual Property Rights or Moral Rights of any third-party (including any Agent, Contractor or employee of the Monitoring Licensee).

28.7 Use of Licensed IP

Subject to compliance by the Monitoring Licensee with each of the warranties contained in clause 28.6, any modification, replacement, upgrade, adaptation or any other change to any of the Licensed IP made by the State or any Sub-Licensee, or by a third-party on behalf of the State or any Sub-Licensee, will be at the State's and the Sub-Licensees' risk.

28.8 Licensed IP

- (a) Except as provided for in the circumstances set out in clause 28.8(e)(ii), and except for the rights expressly granted by this Monitoring Licence Related Agreement, the State acquires no interest in the Licensed IP (including interest in goodwill associated therewith) by virtue of this Monitoring Licence Related Agreement.
- (b) The Minister may require that during the Term, the Monitoring Licensee take such actions, including making such applications, executing such documents and instituting or defending such Claims, as are required in the reasonable opinion of the Minister to protect and preserve any of the State's and any Sub-Licensee's rights under the State IP Licence. If the Monitoring Licensee is not in breach of clause 28.6, and the indemnity in clause 28.10 does not apply, the State will pay the costs of the Monitoring Licensee taking such action, provided that the Minister has first approved the costs in writing before they are incurred by the Monitoring Licensee. If the Monitoring Licensee fails to take any such action within a reasonable period, without limiting any other right or remedy of the State, the State may take such action in the name of the Monitoring Licensee.
- (c) Without limiting clause 28.8(b), the Monitoring Licensee must, during the Term:
 - (i) promptly notify the Minister in writing of any actual or suspected infringement of any of the Licensed IP, or any challenge to the rights of the Monitoring Licensee, the State or any Sub-Licensee in

- respect of the Licensed IP, that comes to the Monitoring Licensee's attention;
- (ii) keep the Minister reasonably informed in writing of all Claims involving any actual or suspected infringement of any of the Licensed IP, or any challenge to the rights of the Monitoring Licensee in respect of the Licensed IP; and
 - (iii) fully co-operate with the State and any Sub-Licensee in registering their respective licence interests, if required by the State or a Sub-Licensee.
- (d) The State must use reasonable endeavours to notify the Monitoring Licensee promptly in writing of any infringement of any of the Licensed IP, or any challenges to the rights of the Monitoring Licensee or the State or any Sub-Licensee in respect of the Licensed IP, that come to the Minister's attention.
- (e) If the Monitoring Licensee wishes to assign, sell or otherwise transfer any Licensed IP during the Term:
- (i) the Monitoring Licensee must give the Minister a notice in writing to that effect which:
 - (A) includes a detailed description of the Licensed IP the Monitoring Licensee wishes to assign, sell or otherwise transfer;
 - (B) states the reasons for the assignment, sale or transfer of that Licensed IP;
 - (C) describes what impact the assignment, sale or transfer of that Licensed IP will have on the Systems and the provision of Monitoring Services and Pre-commitment Services; and
 - (D) states the terms, including the price, on which the Monitoring Licensee will assign, sell or otherwise transfer that Licensed IP,with such notice constituting an offer to assign, sell or otherwise transfer that Licensed IP to the State on the terms stated in the notice (**Offer**); and
 - (ii) within 22 Business Days of receipt of the Offer the Minister may notify the Monitoring Licensee in writing that the State will accept the assignment, sale or transfer of the relevant Licensed IP on the terms stated in the Offer and thereafter, the Monitoring Licensee must assign, sell or transfer and the State must accept the assignment, sale or transfer of the relevant Licensed IP at the price and upon the terms and conditions specified in the Offer.
- (f) If the Minister does not notify the Monitoring Licensee within 22 Business Days of receipt of the Offer that the State will accept the assignment, sale or transfer of the relevant Licensed IP the Monitoring Licensee may assign, sell or transfer the relevant Licensed IP to a third-party for a price that is no

less than the price offered to the State and otherwise on terms no more favourable to the purchaser than the terms offered to the State.

- (g) The Monitoring Licensee may only transfer its ownership in the Licensed IP to a third-party (**New Owner**) if the Monitoring Licensee has first complied with clauses 28.8(e) and 28.8(f) and the New Owner agrees, and agrees to procure that its successor or assignee of that Licensed IP agrees, to, immediately upon transfer, licence the Licensed IP to the State on the same terms and conditions as the State IP Licence (at no cost to the State), subject to the State agreeing directly in favour of the New Owner, to continue to observe all of the State's obligations contained in this clause 28. Any purported transfer by the Monitoring Licensee in violation of this clause 28.8(g) will be invalid.

28.9 Moral Rights

Prior to any person commencing work on any part of the Developed Intellectual Property (such part to be known as an **Author Work**) who may, under the *Copyright Act 1968* (Cth), be considered an author of the Author Work (**Author**), to the extent permitted by Law, the Monitoring Licensee must procure that the Author agrees in writing:

- (a) not to enforce any Claim against any person for a breach or an alleged breach of any of the Author's Moral Rights which the Author may otherwise have as a result of any act or omission by the Monitoring Licensee, the State, or any third-party to whom the Monitoring Licensee and/or the State grants a licence to use (whether express or implied), or otherwise assigns, the Author Work (collectively, **IP Users**); and
- (b) without limiting clause 28.9(a), that the Author consents to the IP Users:
- (i) failing to attribute the Author as the author/maker of all or any of the Author Work;
 - (ii) attributing a person or persons other than the Author as the author/maker of all or any of the Author Work; and
 - (iii) subjecting any or all of the Author Work to Derogatory Treatment (as that term is defined in the *Copyright Act 1968* (Cth)).

28.10 Intellectual property indemnity

- (a) Subject to clause 28.10(c), the Monitoring Licensee indemnifies and holds harmless the State, the Minister, the Commission and any Sub-Licensee and each of their respective representatives, members, officers, employees, contractors, consultants or agents (**IP Indemnified Parties**) from and against all Liabilities arising directly or indirectly, as a result of, associated or in connection with any Claim by a third-party against any of the IP Indemnified Parties alleging that the use or sub-licensing by the State of the Licensed IP in accordance with the State IP Licence, or the use of the Licensed IP by any Sub-Licensee in accordance with the State IP Licence, constitutes an infringement of the Intellectual Property Rights or Moral Rights of that third-party (**Third Party Claim**).
- (b) If any Third Party Claim is successful, or if it is agreed by the Monitoring Licensee that the Licensed IP infringes the Intellectual Property Rights of

any third-party, then without limiting the rights or remedies of any of the IP Indemnified Parties under clause 28.10(a) or otherwise, during the Term the Monitoring Licensee must, and after the Term the Monitoring Licensee must use all reasonable endeavours to, render the relevant activity non-infringing by procuring the right or consent to exercise the relevant Intellectual Property Rights or replacing, modifying or amending the Systems or any infringing part such that the performance or capability of the Systems is not degraded and so that the infringement or alleged infringement of the Intellectual Property Rights ceases, at no cost to any of the IP Indemnified Parties.

- (c) The Monitoring Licensee will not be required to comply with its obligations under clause 28.10(a) or 28.10(b) to the extent that any Third Party Claim is the result of, or any infringement of the Intellectual Property Rights of a third-party is caused by, any modification, replacement, upgrade, adaptation or any other change to any of the Licensed IP made by the State or any Sub-Licensee, or a third-party on behalf of the State or any Sub-Licensee, without the consent and/or approval of the Monitoring Licensee.
- (d) The State holds the benefit of the indemnity in clause 28.10(a) on trust for each of the IP Indemnified Parties and the State may enforce such indemnity on behalf of all or any of the IP Indemnified Parties against the Monitoring Licensee.
- (e) If the Monitoring Licensee so requests, at the State's discretion, the State will provide reasonable assistance at the Monitoring Licensee's cost, and will take reasonable steps to procure the other IP Indemnified Parties provide reasonable assistance at the Monitoring Licensee's cost, in relation to the Monitoring Licensee's handling of any Third Party Claim.

28.11 Good faith negotiations for Support Agreement

- (a) On and from 16 August 2040 the State and the Monitoring Licensee must enter into good faith negotiations for the State and the Monitoring Licensee, or the owner of the relevant rights to the Source Code and the Software Package (**IP Provider**), to enter into a binding agreement with the State for the ongoing operation, maintenance and support of the Source Code and the Software Package for the purposes of the State in the provision of Monitoring Services and Pre-commitment Services (**Support Agreement**). The State and the Monitoring Licensee will use their reasonable endeavours to enter (or if more appropriate, the Monitoring Licensee will use reasonable endeavours to procure that the IP Provider enters) into the Support Agreement by 15 February 2041. The Support Agreement must be on reasonable commercial terms (including fees) to the reasonable satisfaction of the Minister.
- (b) Before the expiration of any Support Agreement, representatives of the State and the Monitoring Licensee (or if more appropriate, the Monitoring Licensee will use reasonable endeavours to procure that the IP Provider) must meet to negotiate either an extension or replacement of the Support Agreement (including to establish an agreement with the IP Provider if required) and the extension or replacement Support Agreement must meet the requirements of clause 28.11(a).

- (c) Any dispute as to what constitutes reasonable commercial terms for the formation of a Support Agreement under this clause 28.11 (including any extension or replacement Support Agreement) or with respect to the operation or continuation of a Support Agreement will be resolved by an Expert under the terms set out in Schedule 12 and the parties agree to be bound by the determination of the Expert.

28.12 Pre-commitment Trade Mark

- (a) The State warrants in favour of the Monitoring Licensee that it is the owner or permitted licensee of any trade name or mark that the State requires the Monitoring Licensee to use in the branding of the Pre-commitment System, including in relation to Pre-commitment Services, the Pre-commitment Website and the Player App (**Pre-commitment Trade Mark**).
- (b) The State grants to the Monitoring Licensee a non-exclusive, non-transferable, royalty-free licence for the Term to use, reproduce, publish, broadcast, communicate, distribute and display the Pre-commitment Trade Mark:
- (i) on the Pre-commitment Website and Player App; and
 - (ii) in Australia,
- solely for the purpose of providing the Pre-commitment System and Pre-commitment Services, with the right to grant sub-licences of this licence to the Pre-commitment Trade Mark to Approved Sub-licensees for the same purpose and on the same terms, except for the right to sub-license.
- (c) Except as specified in clause 28.12(b), the Monitoring Licensee may not sub-license any of its rights under this clause 28.12 without the prior written approval of the State. The State may withhold approval or grant approval (including granting approval on such terms as it considers appropriate) in their absolute discretion.
- (d) In relation to its use of the Pre-commitment Trade Mark, the Monitoring Licensee must:
- (i) comply with any reasonable guidelines, directions or specifications regarding the use of the Pre-commitment Trade Mark as notified by the State in writing from time to time, including as to the appearance, colour, size and positioning of the Pre-commitment Trade Mark;
 - (ii) ensure that the Pre-commitment Trade Mark appears with the TM symbol, or, if advised by the State that the Pre-commitment Trade Mark is registered, ensure that the Pre-commitment Trade Mark appears with the ® symbol;
 - (iii) except where it has obtained the prior written consent of the State, ensure that the Pre-commitment Trade Mark is accompanied with a notice in the following form, wherever the Pre-commitment Trade Mark appears:

The [insert trade mark name, eg Your Play] trade mark is used by [insert name of Monitoring Licensee or name of

Approved Sub-licensee as appropriate] under licence from the Crown in Right of the State of Victoria

or such alternative form of notice as the State may reasonably require;

- (iv) not use the Pre-commitment Trade Mark in juxtaposition to any other trade mark, embellishment or device without the prior written consent of the State;
 - (v) if requested by the State, submit samples of all materials which incorporate the Pre-commitment Trade Mark for the State's prior written approval, which shall not be unreasonably withheld or delayed; and
 - (vi) cease using, and ensure that any sub-licensees cease using, the Pre-commitment Trade Mark if notified by the State in writing.
- (e) In relation to Claims and infringements by third parties:
- (i) the Monitoring Licensee must promptly notify the State in writing of any of any actual or threatened infringement of the Pre-commitment Trade Mark by third parties of which the Monitoring Licensee becomes aware, and provide reasonable assistance to the State at the sole cost of the State in any infringement proceedings the State may bring against those third parties;
 - (ii) the Monitoring Licensee must promptly notify the State in writing of any challenge to the rights of the Monitoring Licensee, its sub-licensees, or the State in respect of the Pre-commitment Trade Mark, or any Claim by a third-party that the Monitoring Licensee's use of the Pre-commitment Trade Mark infringes the rights of the third-party, of which the Monitoring Licensee becomes aware;
 - (iii) subject to clause 28.12(f), on the State receiving notice of any Claim against the Monitoring Licensee referred to in clause 28.12(e)(ii):
 - (A) the State must take over defence of any such Claim at the sole cost and expense of the State, including the conduct of all negotiations and control and direct any litigation that may follow in the name of the Monitoring Licensee;
 - (B) the Monitoring Licensee must provide all reasonable assistance to the State in the conduct of the negotiations or litigation, at the sole cost of the State; and
 - (C) the Monitoring Licensee must take any steps reasonably required by the State at the cost and expense of the State to mitigate any Claim by a third-party, including to cease using any Pre-commitment Trade Mark immediately upon being directed to do so (and require any sub-licensees to do the same);
 - (iv) the State must keep the Monitoring Licensee reasonably informed in writing of matters referred to in clauses 28.12(e)(i) and

28.12(e)(ii) and the progress of any Claim referred to in clause 28.12(e)(iii); and

- (v) the State indemnifies and will keep indemnified and holds harmless the Monitoring Licensee and its officers, employees, contractors, consultants or agents (**TM Indemnified Parties**) from and against all Liabilities (including legal costs incurred by the TM Indemnified Parties on an indemnity basis) arising directly or indirectly as a result of, or associated or in connection with, any Claim by a third-party against any of the TM Indemnified Parties alleging that the use or sub-licensing by the TM Indemnified Parties of the Pre-commitment Trade Mark in accordance with this clause 28.12 constitutes an infringement of the Intellectual Property Rights of that third-party.
- (f) The State will have no liability to meet any cost or pay any amount under clause 28.12(e), including under the indemnity in clause 28.12(e)(v), to the extent that the relevant Claim arises directly or indirectly, as a result of, or is associated or in connection with:
 - (i) any act or omission of the Monitoring Licensee undertaken other than in accordance with this Monitoring Licence Related Agreement, including any act or omission in breach of the licence granted under this clause 28.12; or
 - (ii) the modification of the Pre-commitment Trade Mark, or use of the Pre-commitment Trade Mark otherwise than in accordance with this Monitoring Licence Related Agreement.
- (g) The Monitoring Licensee must procure that each of its sub-licensees agrees that it will not do or perform any act or thing, that may in any way prejudice the ownership or use by the State or any successor, assignee or licensee of the State of the Pre-commitment Trade Mark.
- (h) The Monitoring Licensee must not:
 - (i) directly or indirectly contest or oppose or assist any other party to contest or oppose the State's ownership of the Pre-commitment Trade Mark;
 - (ii) except to the extent expressly permitted by the Monitoring Licence Related Agreement, use or apply to register the Pre-commitment Trade Mark as part of its corporate, business, trading or domain name;
 - (iii) bring an action for infringement of the Pre-commitment Trade Mark without the State's written consent; or
 - (iv) register or use any trade mark or trade name which is substantially identical or deceptively similar to the Pre-commitment Trade Mark, or act in any other way that is likely to prejudice the distinctiveness of the Pre-commitment Trade Mark.

This clause 28.12(h) survives expiry or termination of the Monitoring Licence Related Agreement.

- (i) For the avoidance of doubt, the licence granted in this clause 28.12 does not include a licence to use the Victoria Government insignia, which includes the words 'State Government Victoria', unless otherwise advised in writing by the State.
- (j) The Monitoring Licensee acknowledges that the State has granted, or will grant, to each Venue Licensee a limited licence to use the Pre-commitment Trade Mark in relation to Gaming Machines and Player Cards, and for the avoidance of doubt, nothing in this Monitoring Licence Related Agreement authorises the Monitoring Licensee to grant a sub-licence to a Venue Licensee under clause 28.12(b).
- (k) The rights given in this clause 28.12 to the Monitoring Licensee and any sub-licensee granted a sub-licence to use the Pre-commitment Trade Mark will terminate immediately upon:
 - (i) termination or expiry of this Monitoring Licence Related Agreement; and
 - (ii) with respect to any sub-licence, immediately upon written notice by the State's Representative to the Monitoring Licensee.
- (l) In this clause 28.12, '**Approved Sub-licensee**' means an Agent or Contractor in relation to which the State has provided prior written approval as a sub-licensee of the Monitoring Licensee's rights under clause 28.12(b), but for the avoidance of doubt does not include any Venue Licensee.

PART I - FEES, PRICING AND PAYMENTS

29. Fees the Monitoring Licensee may charge

29.1 Monitoring Fee

- (a) The Monitoring Licensee may charge a Venue Operator the Monitoring Fee for the provision of Monitoring Services, in accordance with this clause 29.
- (b) The Monitoring Licensee may only charge a Venue Operator for the component of the Monitoring Services acquired by that Venue Operator.
- (c) The Monitoring Fee consists of the following three components:
 - (i) a fee in relation to the Monitoring Services excluding the facilitation of Linked Jackpot Arrangements and Multiple Venue Linked Jackpot Arrangements (being the **Core Monitoring Fee**);
 - (ii) a fee in relation to the facilitation of Linked Jackpot Arrangements excluding the facilitation of Multiple Venue Linked Jackpot Arrangements (being the **Single Venue Linked Jackpot Fee**); and
 - (iii) a fee in relation to the facilitation of Multiple Venue Linked Jackpot Arrangements, including, but not limited to the provision of Jackpot Financial Administration Services in relation to Multiple Venue Linked Jackpot Arrangements (being the **Multiple Venue Linked Jackpot Fee**).

- (d) A Venue Operator will only be required to pay:
- (i) the Single Venue Linked Jackpot Fee component of the Monitoring Fee if they elect to receive the facilitation of Linked Jackpot Arrangements component of the Monitoring Services (excluding the facilitation of Multiple Venue Linked Jackpot Arrangements component); and
 - (ii) the Multiple Venue Linked Jackpot Fee component of the Monitoring Fee if they elect to receive the facilitation of Multiple Venue Linked Jackpot Arrangements component of the Monitoring Services.

29.2 Pre-commitment Fee

The Monitoring Licensee may charge Venue Licensees the Pre-commitment Fee for the provision of Pre-commitment Services, in accordance with this clause 29.

29.3 Other fees

The Monitoring Licensee may charge Venue Licensees any other fee specified in the Pricing Schedule, in accordance with this clause 29 and other requirements as set out in the Pricing Schedule.

29.4 Annual Fee increase by CPI

On each Fee Adjustment Date, all fees set out in the Pricing Schedule will increase by the CPI Adjustment.

30. Change Fund

- (a) The Minister and the Monitoring Licensee acknowledge that the Monitoring Fee and Pre-commitment Fee include a component for Change Requests and that component represents an amount of \$400,000 for each year on and from the Commencement Date (**Annual Change Fund Amount**).
- (b) A fund (**Change Fund**) is to be maintained by the Monitoring Licensee by way of appropriate accounting records. Amounts credited or debited are notional for the purpose of accounting to the State as to the amount available in the Change Fund and as to the application of the amount recorded in the Change Fund. The Annual Change Fund Amounts shall constitute the Change Fund and the available balance of the Change Fund will be reduced as costs are incurred by the Monitoring Licensee on Change Requests.
- (c) On each anniversary of the Commencement Date during the Services Term (**Change Fund Amount Adjustment Date**) the Annual Change Fund Amount shall be increased by the Change Fund CPI Adjustment and that adjusted amount shall be notionally credited to the Change Fund.
- (d) On request by the State, the Monitoring Licensee must demonstrate that it is maintaining the resources necessary and appropriate to ensure that Change Requests can be implemented as required by the State.

- (e) The Monitoring Licensee must provide monthly reports to the State's Representative setting out the amounts charged against the Change Fund and identifying the relevant Change Request.
- (f) The Monitoring Licensee agrees that any unused funds in the Change Fund in the final year of the Services Term will be returned to Venue Licensees through a reduction in the Monitoring Fee and Pre-commitment Fee. To effect this:
 - (i) on the date which is 18 months prior to the expiry of the Services Term, the State's Representative must notify the Monitoring Licensee whether any further Change Requests will be issued during the remainder of the Services Term; and
 - (ii) following receipt of a notice from the State's Representative under clause 30(f)(i), the Monitoring Licensee must:
 - (A) calculate the unspent amount in the Change Fund (less amounts set aside for Change Requests expected to be issued in the last 18 months of the Services Term as set out in the notice from the State's Representative); and
 - (B) adjust the Monitoring Fee and Pre-commitment Fee for the final year of the Services Term by an amount equal to the amount remaining in the Change Fund (so that the anticipated revenue from the Monitoring Fee and Pre-commitment Fee in the final year is reduced by an amount equal to the amount remaining in the Change Fund).

31. Pricing review

31.1 Pricing review request

- (a) If the Monitoring Licensee's costs of carrying out the Monitoring Services or Pre-commitment Services changes as a result of:
 - (i) a variation by the Commission to the Technical Standards;
 - (ii) a variation to the Law or the introduction of a new Law (other than in relation to a tax Law);
 - (iii) the Minister requiring any Monitoring Asset or Pre-commitment Asset to be a Required Asset after the Issue Date (**Asset Requirement**);
 - (iv) the implementation of a Technology Review Plan in accordance with clause 17;
 - (v) an amendment, replacement or supplement of or to the Performance Standards in accordance with clause 6;
 - (vi) a change in the Scope of Services or BRD as a consequence of a Mandatory Change Request Notice issued in accordance with clause 7.2(e);

- (vii) an amendment, replacement or supplement of or to the Monitoring Licence or this Monitoring Licence Related Agreement; or
- (viii) a reduction in the maximum number of Available Machines as a result of an order by the Minister:
 - (A) under section 3.4A.5(3) of the Act to reduce the maximum number of Gaming Machine Entitlements under which Gaming may be conducted in the State to less than 27,372; or
 - (B) under section 3.4A.20AAE of the Act, to extinguish Gaming Machine Entitlements,

(each a **Material Change Event**),

the Monitoring Licensee may, within 20 Business Days after the date of the Material Change Event or such other date as agreed by the Minister, submit a request to the Minister that the financial impact of the Material Change Event on the Monitoring Licensee be reviewed in accordance with clause 31.2 (**Review Request**).

- (b) Without limitation, a change in the Minister's requirements for content management or associated administration of the Pre-commitment Website or Player App does not constitute grounds for a Review Request.

31.2 Content of Review Request

- (a) A Review Request must contain:
 - (i) an explanation of the Material Change Event including all relevant details regarding the Material Change Event;
 - (ii) an explanation as to why the effect of the Material Change Event cannot be covered by the Financial Model; and
 - (iii) an estimation of the change in the Monitoring Licensee's costs of carrying out the Monitoring Services or the Pre-commitment Services due to the Material Change Event and consequential change to the Financial Model and the Monitoring Fee or Pre-commitment Fee, provided however that such Review Request will not incorporate an increase to the Pre-Tax Internal Rate of Return.
- (b) The Monitoring Licensee must also promptly provide any further information reasonably requested by the State's Representative, Minister or the Pricing Review Panel, in order to make their determinations under clauses 31.3, 31.4 and 31.5. Without limitation, the Monitoring Licensee may be requested to provide an updated Financial Model that demonstrates the effect of the Material Change Event, in a format as determined by the State's Representative, Minister or Review Panel.

31.3 Minister's review

If, within the time period stated in clause 31.1, the Minister receives a Review Request from the Monitoring Licensee, the Minister may, at the Minister's discretion within 20 Business Days after receiving a Review Request either:

- (a) agree with the estimation of increased costs and consequential impact on the Financial Model as set out in the Review Request and determine whether such costs will be:
 - (i) passed directly through to the Venue Licensees by a commensurate change in the Monitoring Fee or the Pre-commitment Fee; or
 - (ii) borne by the State and paid to the Monitoring Licensee; or
- (b) refer the Review Request to an independent review panel as described in clause 31.4 below (**Pricing Review Panel**) along with any additional information the Minister deems relevant to determine a change to the Monitoring Fee or the Pre-commitment Fee (if any), as a result of the Material Change Event on the Monitoring Licensee.

31.4 Pricing Review Panel

- (a) The Pricing Review Panel will be comprised of 3 independent individuals appointed by the Minister prior to the Commencement Date and in accordance with the qualification requirements determined by the Minister. If a member of the Pricing Review Panel dies, becomes incapacitated or is unwilling to act, the Minister may replace that member at such time.
- (b) If the Minister refers a Review Request to the Pricing Review Panel, the Pricing Review Panel must meet as necessary and use all reasonable endeavours to, as soon as practicable, report to the Minister and the Monitoring Licensee on its determination regarding:
 - (i) whether the Material Change Event changes the Monitoring Licensee's costs of carrying out the Monitoring Services or the Pre-commitment Services;
 - (ii) whether there should be a change in the Monitoring Fee or the Pre-commitment Fee based on the Material Change Event; and
 - (iii) the amount of such change to the Monitoring Fee or the Pre-commitment Fee (if any),

(Pricing Report).

31.5 Minister's determination

- (a) The Minister will consider the Pricing Report and:
 - (i) other than in relation to the matters described in clauses 31.1(a)(i) and 31.1(a)(ii), determine whether or not to proceed with the Material Change Event based on such report; and
 - (ii) in relation to the matters described in clause 31.1(a)(i), consult with the Commission as to whether the Commission should proceed with the Material Change Event.

In considering whether to proceed with the Material Change Event, the Minister and the Commission may consult with each other and any other

person, to seek views on the reasons as to why the Material Change Event should or should not proceed.

- (b) If the Material Change Event proceeds, then the Minister will determine whether the change in costs should be:
 - (i) passed directly through to the Venue Operators and the Melbourne Casino Operator by a commensurate change in the Monitoring Fee or the Pre-commitment Fee; or
 - (ii) borne by the State and paid to the Monitoring Licensee.
- (c) As soon as practicable after the Minister makes the determination under this clause 31.5, the Pricing Schedule will (if necessary) be amended accordingly. In making their determination, the Minister must have regard to the principle that the Pre-Tax Internal Rate of Return will not increase.
- (d) If the Minister (or the Commission in consultation with the Minister) determines not to proceed with the subject of the Material Change Event, no change in the Monitoring Fee or the Pre-commitment Fee will occur.

31.6 Costs

All costs associated with referring a Review Request to the Pricing Review Panel and the Pricing Review Panel's review and determination will be either:

- (a) shared equally between the State and the Monitoring Licensee if the Pricing Review Panel determines that a price change is warranted; or
- (b) borne by the Monitoring Licensee, if the Pricing Review Panel determines that a price change is not warranted.

31.7 Ability to request use of Change Fund

- (a) If the Monitoring Licensee's costs of carrying out the Monitoring Services or Pre-commitment Services changes as a result of:
 - (i) a variation by the Commission to the Technical Standards; or
 - (ii) an amendment, replacement or supplement of or to the Performance Standards in accordance with clause 6;

the Monitoring Licensee may request that the change be treated as a Change Request and costs deducted from the Change Fund, rather than as a Review Request.

- (b) The State's Representative will consider the Monitoring Licensee's request and determine, in their sole discretion, whether the change may be treated as a Change Request and deducted from the Change Fund.
- (c) The Monitoring Licensee must provide any information the State's Representative requires to consider the Monitoring Licensee's request and if necessary, the amount to be deducted from the Change Fund.
- (d) If the Monitoring Licensee does not provide the State's Representative with the information requested, or the Monitoring Licensee and the State's

Representative disagree on the amount to be deducted from the Change Fund, the change will be treated as a Review Request under this clause 31.

32. Annual Harm-Minimisation Payment

- (a) For each year commencing on 16 August 2031 and each subsequent anniversary of the Commencement Date for the remainder of the Services Term, the Monitoring Licensee must pay \$500,000 (inclusive of GST) (**Annual Harm-Minimisation Payment**), in accordance with this clause 32.
- (b) The parties agree that the purpose of the Annual Harm-Minimisation Payment is to fund gambling-related harm minimisation initiatives that benefit the Victorian public.
- (c) The parties will consult in good faith to agree on the recipient(s) of the Annual Harm-Minimisation Payment. Without limitation, the parties may agree that the Annual Harm-Minimisation Payment is made to more than one recipient, and is paid in a lump sum or multiple payments or carried forward to the following year(s).
- (d) If for any reason the full amount of the Annual Harm-Minimisation Payment is not paid out in a particular year, that unpaid amount will be carried forward to the immediately following year and added to, and forms part of, the Annual Harm-Minimisation Payment for that following year.

33. Goods and Services Tax

33.1 Definitions

In this clause 33:

- (a) words and expressions which are not defined in this Monitoring Licence Related Agreement but which have a defined meaning in GST Law have the same meaning as in the GST Law;
- (b) GST Law has the same meaning given to that expression in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth); and
- (c) references to GST payable and input tax credit entitlement include GST payable by, and the input tax credit entitlement of, the representative member for a GST group of which the entity is a member.

33.2 Consideration GST exclusive

Unless otherwise expressly stated, all sums payable or consideration to be provided under this Monitoring Licence Related Agreement are exclusive of GST.

33.3 Payment of GST

If GST is payable on any supply made by a party (or any entity through which that party acts) (**Supplier**) under or in connection with this Monitoring Licence Related Agreement, the recipient will pay to the Supplier an amount equal to the GST payable on the supply.

33.4 Timing of GST payment

The recipient will pay the amount referred to in clause 33.3 in addition to and at the same time that the consideration for the supply is to be provided under this Monitoring Licence Related Agreement.

33.5 Tax invoice

The Supplier must deliver a tax invoice or an adjustment note to the recipient before the Supplier is entitled to payment of an amount under clause 33.3. The recipient can withhold payment of the amount until the Supplier provides a tax invoice or an adjustment note, as appropriate.

33.6 Adjustment event

If an adjustment event arises in respect of a taxable supply made by a Supplier under this Monitoring Licence Related Agreement, the amount payable by the recipient under clause 33.3 will be recalculated to reflect the adjustment event and a payment will be made by the recipient to the Supplier or by the Supplier to the recipient as the case requires.

33.7 Reimbursements

Where a party is required under this Monitoring Licence Related Agreement to pay or reimburse an expense or outgoing of another party, the amount to be paid or reimbursed by the first party will be the sum of:

- (a) the amount of the expense or outgoing less any input tax credits in respect of the expense or outgoing to which the other party is entitled; and
- (b) if the payment or reimbursement is subject to GST, an amount equal to that GST.

33.8 No merger

This clause 33 does not merge in the completion or termination of this Monitoring Licence Related Agreement or on the transfer of the property supplied under this Monitoring Licence Related Agreement.

PART J - LIABILITY

34. Insurance

34.1 Insurance requirements

- (a) The Monitoring Licensee must take out, maintain and keep in force appropriate insurance policies for such amounts and with such insurers as required by the Minister from time to time with the Minister named as an additional insured with respect to such coverage, including, without limitation, the following insurance policies:
 - (i) Property damage – sufficient cover for the replacement value of the Monitoring Licensee’s buildings, plant and equipment (calculated through an assessment of asset values and cost of replacement of those assets);

- (ii) Business interruption – sufficient cover for the loss of revenue arising from a period of disruption to the Monitoring Business or the Pre-commitment Business;
 - (iii) Fiduciary guarantee insurance – sufficient to cover for a loss resulting from a breach of the Jackpot Financial Administration Services Agreements or Trust Deeds; and
 - (iv) Public liability - sufficient cover for liability arising out of injury to persons.
- (b) The Monitoring Licensee undertakes not to take any action which could result in such insurance policies, or a right to claim under such insurance policies, being declared null, void or being impaired, or reduced or result in a claim not being honoured.

34.2 Details of insurance

The Monitoring Licensee must provide the Minister with details of its insurance policies, including the coverage, status and any claims against the policies.

34.3 Acceptable insurers

All insurances which the Monitoring Licensee is required to effect under this Monitoring Licence Related Agreement must be effected with an insurer with a rating no less than a Standard & Poor's A- or equivalent.

34.4 Proof of insurance

- (a) Upon notice from the Minister, the Monitoring Licensee must provide to the Minister copies of the policies evidencing the insurances effected and maintained by the Monitoring Licensee.
- (b) Notwithstanding clause 34.4(a), the Monitoring Licensee must provide, or cause to provide, to the Minister a certified copy of each certificate of currency, renewal certificate and endorsement slip, within 10 Business Days of the inception date or renewal date of any insurance policy or the issuing of any endorsement to any insurance policy, and such certificates of currency, renewal certificates and endorsement slips must either be issued on the insurers' or insurance broker's letterhead, or bear the insurers' stamp and authorised signature.

35. Liability and indemnities

35.1 Monitoring Licensee relies on own judgment

Except as expressly provided to the contrary, the Monitoring Licensee enters into the Related Agreements and the Monitoring Licence in reliance on its own judgment and following review of the viability of providing the Monitoring Services and Pre-commitment Services. The Monitoring Licensee has not relied on any conduct, statements, warranties or representations made to the Monitoring Licensee or to any other person by or on behalf of the State or the Commission or any of their respective representatives, officers, employees, contractors, consultants and agents.

35.2 Liability in relation to grant of the Monitoring Licence

- (a) Except as expressly provided to the contrary in this Monitoring Licence Related Agreement, no action lies against the State or the Commission or any Monitoring Services Provider or any of their respective representatives, members, officers, employees, contractors and agents and no compensation, damages, reimbursement or indemnity payments are payable to the Monitoring Licensee in relation to anything done or purported to be done or not done in connection with the grant of the Monitoring Licence.
- (b) For the avoidance of doubt, the granting of any consent or approval by the Minister, the State's Representative or the Commission, for the conduct of the Monitoring Licensee does not in any way diminish the Liability of the Monitoring Licensee in respect of the conduct which was the subject of the consent or approval or otherwise give rise to any Liability for the Minister, the State's Representative or the Commission.

35.3 Exclusion of Liability

The Monitoring Licensee is solely responsible for the provision of the Monitoring Services and Pre-commitment Services and releases the State, the Commission and all Monitoring Services Providers (and any of their respective representatives, members, officers, employees, contractors and agents) from any Claim or Liability, arising directly or indirectly, to compensate the Monitoring Licensee or any representative, officer, member, employee or other person for any Liabilities incurred or suffered by the Monitoring Licensee or any other person as a result of, associated or in connection with the provision of or failure to provide the Monitoring Services or Pre-commitment Services, including where the Liability is caused by the Monitoring Licensee following any lawful directions of the Minister, the State's Representative or the Commission.

35.4 Limitations of Liability

- (a) Any Liability of the Monitoring Licensee arising directly or indirectly, to compensate, reimburse, pay or indemnify any Venue Operator as a result of the failure of an Available Machine to operate due to an act or omission by the Monitoring Licensee in the provision of Monitoring Services or Pre-commitment Services, on and from the Commencement Date, is limited to the amount of damages determined in accordance with the procedures set out in Schedule 4 and excludes any Liability arising out of the State's inability to collect tax revenue as a consequence of the failure to provide the Monitoring Services or Pre-commitment Services. For the avoidance of doubt, the Monitoring Licensee is not liable for any Liability arising out of the State's failure to collect tax revenue as a consequence of the failure to provide Monitoring Services or Pre-commitment Services that causes a Gaming Machine not to operate.
- (b) For the avoidance of doubt, nothing in clause 35.4(a) or Schedule 4 limits the Monitoring Licensee's liability to any person other than to a Venue Operator for the failure of an Available Machine to operate due to an act or omission by the Monitoring Licensee in the provision of Monitoring Services or Pre-commitment Services.
- (c) The Liability of the Monitoring Licensee to a user of a Gaming Machine for any Liability suffered in respect of a prize which has not been paid due to a

failure to provide the Monitoring Services is limited to the reprovion of that prize.

- (d) Save for the Liabilities contemplated in this clause 35.4 or Schedule 4, the Monitoring Licensee is not liable for any additional Claim made by a Venue Operator arising directly or indirectly as a result of, associated or in connection with the failure of a Gaming Machine to operate due to an act or omission by the Monitoring Licensee in the provision of Monitoring Services or Pre-commitment Services.

35.5 Indemnities

- (a) The Monitoring Licensee indemnifies the State, the Commission and each Monitoring Services Provider (and each of their respective members, representatives, officers, employees, contractors and agents) (**Indemnified Parties**) from and against any Claims and Liabilities, arising directly or indirectly, as a result of, associated with or in connection with the provision of the Monitoring Services or Pre-commitment Services by the Monitoring Licensee, including any Claims from Agents, Contractors, Venue Licensees or other persons, except for any Claims or Liabilities which result directly from the gross negligence or wilful misconduct of any of the Indemnified Parties.
- (b) The Monitoring Licensee indemnifies the Indemnified Parties from and against all Claims and Liabilities incurred by the Indemnified Parties as a result of a breach of the Monitoring Licence or any of the Related Agreements by the Monitoring Licensee, including, without limitation where a Step-In Event occurs or, in the event that the Monitoring Licensee expends monies or assumes obligations or Liabilities following such breach of any of the Related Agreements.
- (c) The State holds the benefit of the indemnities in clause 35.5(a) and 35.5(b) on trust for each of the Indemnified Parties and the State may enforce such indemnity on behalf of all or any of the Indemnified Parties.

PART K - END OF TERM

36. Monitoring Licence Transition Out

36.1 Incoming Licensees

The Monitoring Licensee acknowledges that the:

- (a) Minister may, in accordance with the Act, issue to another person a New Monitoring Licence or a Temporary Monitoring Licence; and
- (b) a New Monitoring Licence may authorise the person granted a New Monitoring Licence to undertake Preparatory Action in respect of services similar or equivalent to the Monitoring Services and Pre-commitment Services, prior to the expiry of the Monitoring Licence.

36.2 Monitoring Licence Transition Out Objectives

- (a) Monitoring Licence Transition Out will be conducted in accordance with this Monitoring Licence Related Agreement, the Monitoring Licensee's most

recently approved Transition Plan and any lawful directions of the Commission or State's Representative.

- (b) The parties acknowledge that the objectives of this clause 36 are to:
- (i) ensure efficient and uninterrupted transition of the provision of the Monitoring Services and Pre-commitment Services;
 - (ii) ensure efficient, smooth and seamless migration of Data to the Incoming Licensee's monitoring and pre-commitment systems;
 - (iii) ensure that the Incoming Licensee is able to transition in effectively and efficiently;
 - (iv) protect the interests of the public;
 - (v) reduce the risk of loss of revenue of the State;
 - (vi) ensure that the requirements of the State's Representative in relation to Monitoring Licence Transition Out are satisfied in a timely fashion; and
 - (vii) promote the objectives of the Act.
- (c) The Monitoring Licensee must undertake in good faith such activities as may reasonably be required of it to assist in the achievement of the objectives, and the Monitoring Licensee acknowledges that the intent of the Transition Plan is to give effect to this commitment.
- (d) Nothing in this clause 36 is to be interpreted in such a way so as to require the Monitoring Licensee to do anything or act in a manner contrary to its rights and obligations under the Monitoring Licence or this Monitoring Licence Related Agreement.

36.3 Transition Out - Provision of Bank Guarantee in favour of Minister

- (a) On or prior to the date that is 12 months prior to the end of the Term, the Monitoring Licensee must provide, in favour of the Minister, a Bank Guarantee for an amount equal to 50% of the revenue of the Monitoring Licensee for the Monitoring Fee and Pre-commitment Fee derived by the Monitoring Licensee from the provision of the Monitoring Services and Pre-commitment Services during the 12 months ending on the 30 June preceding the date that is 12 months prior to the end of the Term (**Transition Out Bank Guarantee**).
- (b) The parties acknowledge and agree that the Transition Out Bank Guarantee represents security in favour of the Minister for the Monitoring Licensee's Transition Out Obligations and for any Claim or Liability incurred or to be incurred, whether or not yet ascertained or determined by the Minister as a consequence of any breach or default by the Monitoring Licensee in the performance of the Transition Out Obligations.
- (c) The Minister may call on the Transition Out Bank Guarantee if the Monitoring Licensee does not meet any of its Transition Out Obligations.
- (d) The Minister will return the Transition Out Bank Guarantee to the Monitoring Licensee upon, in the Minister's opinion, the satisfactory

completion of all of the Monitoring Licensee's obligations under this clause 36.

- (e) The Monitoring Licensee must not take any steps to injunct or otherwise restrain:
 - (i) the issuer of the Transition Out Bank Guarantee from paying the State pursuant to the Transition Out Bank Guarantee;
 - (ii) the State from taking any steps for the purpose of making a demand under the Transition Out Bank Guarantee or receiving a payment under the Transition Out Bank Guarantee; or
 - (iii) the State from using any money received under the Transition Out Bank Guarantee.
- (f) In no event will the existence of the Transition Out Bank Guarantee or the stated amount of such guarantee be construed to limit the amount of damages payable by the Monitoring Licensee under or in accordance with this Monitoring Licence Related Agreement.
- (g) If the current issuer of the Transition Out Bank Guarantee ceases to meet the requirements set out in the definition of 'Bank Guarantee', the Monitoring Licensee must, within 10 Business Days after demand by the State, procure a replacement Transition Out Bank Guarantee issued by a financial institution that meets the requirements set out in the definition of 'Bank Guarantee' on the same terms and for the same amount as the Transition Out Bank Guarantee.

36.4 Transition Out - dealings

The Monitoring Licensee must:

- (a) act reasonably and in good faith in its dealings with the Incoming Licensee;
- (b) use all reasonable endeavours to ensure and to facilitate (including by entering into arrangements and enforcing such arrangements to procure that its Agents, Contractors, employees and any other person under the Monitoring Licensee's direction or control ensure and facilitate) the efficient and uninterrupted transition of Monitoring Services and Pre-commitment Services to an Incoming Licensee, including but not limited to facilitating the transfer of personnel of the Monitoring Licensee who may wish to take up employment with the Incoming Licensee;
- (c) act reasonably and in good faith towards the State and other stakeholders during the Monitoring Licence Transition Out Period;
- (d) if required by the Minister or the Temporary Monitoring Licence or the New Monitoring Licence, assign or novate the Related Agreements (other than the Ancillary Documentation) to the Incoming Licensee;
- (e) make available to a Temporary Monitoring Licensee on reasonable terms any assets of, or under the control of, the Monitoring Licensee that are reasonably necessary for any arrangements between the Monitoring Licensee and the Temporary Monitoring Licensee that have been approved by the Minister (**Arrangements**), including arrangements relating to the use of assets and services of staff of the Monitoring Licensee; and

- (f) use all reasonable endeavours to make available any staff of the Monitoring Licensee that are reasonably necessary for the Arrangements.

36.5 Transition Out - compliance

The Monitoring Licensee must comply with any lawful directions of the State's Representative or the Commission in relation to the Monitoring Licence Transition Out.

36.6 Transition Plan

- (a) The Monitoring Licensee must develop a proposed Transition Plan and submit it to the State's Representative for approval within 6 months of the Commencement Date (or such longer period as agreed to by the State's Representative).
- (b) The Monitoring Licensee must update and resubmit its Transition Plan to the State's Representative for approval every 12 months (or as frequently as directed by the State's Representative).
- (c) The Transition Plan prepared by the Monitoring Licensee must:
 - (i) include an up to date asset register, including the details of the Software Package and any other Intellectual Property Rights required to operate the Systems and provide the Monitoring Services and Pre-commitment Services and a certified equipment index related to the provision of the Monitoring Services or Pre-commitment Services;
 - (ii) include details of all material agreements and arrangements with any Agent or Contractor in relation to the provision of the Monitoring Services and Pre-commitment Services (and details of such other agreements and arrangements with any Agent or Contractor in relation to the provision of the Monitoring Services and Pre-commitment Services as required by the State's Representative);
 - (iii) include a list and contact details of current Agents and Contractors in relation to the provision of the Monitoring Services and Pre-commitment Services;
 - (iv) contain full details of all data migration activities to be carried out in order to effectively transfer all Data to the State or the State's nominee;
 - (v) include the valuation of the assets of the Monitoring Business and Pre-commitment Business conducted in accordance with the following principles:
 - (A) the valuation should be the value that a willing purchaser would pay for the assets;
 - (B) the valuation should take into account:

- (I) the written down value of the assets disclosed in the most recent audited accounts of the Monitoring Licensee; and
 - (II) the residual value of the assets calculated using the Financial Model,

but not take into account any premium that might be paid having regard to the unique nature of the assets as part of the conduct of activities authorised under the Monitoring Licence;
- (vi) include such other information and address such other issues as required by the State's Representative; and
- (vii) be in a form required by the State's Representative.
- (d) The equipment index required as part of the asset register must include sufficient information to permit the Commission to monitor the specific equipment used by the Monitoring Licensee in relation to the provision of the Monitoring Services and Pre-commitment Services from time to time including:
 - (i) the specific nature of the equipment;
 - (ii) the name of the manufacturer;
 - (iii) the year of manufacture;
 - (iv) a description of the model;
 - (v) the serial number or other identifying mark of the equipment;
 - (vi) the location of the equipment; and
 - (vii) whether the equipment is owned by the Monitoring Licensee or is leased, encumbered or owned by a third-party. If so, the index must include details of the lease, encumbrance or owner.
- (e) The Monitoring Licensee must certify, in a form approved by the State's Representative, the accuracy of the equipment index and submit such certificate as part of the Transition Plan. The approval of the Transition Plan by the State's Representative does not constitute a representation by the State's Representative that it has approved the equipment index.
- (f) The State's Representative will consider the proposed or updated Transition Plan and approve or reject it. If the State's Representative rejects the proposed or updated Transition Plan in any respect, the Monitoring Licensee must meet with the State's Representative and negotiate in good faith in an endeavour to settle the plan. The proposed or updated Transition Plan, once accepted and finalised, will constitute the Transition Plan.
- (g) The Monitoring Licensee must use its best endeavours to ensure that the proposed or updated Transition Plan complies with the requirements of this clause 36.6 so that it may be approved by the State's Representative within 2 months after the date the Monitoring Licensee is required to submit the proposed or updated Transition Plan.

- (h) The Monitoring Licensee must comply with the most recently approved Transition Plan with respect to Monitoring Licence Transition Out.
- (i) The Monitoring Licensee grants the Minister a royalty-free, perpetual, irrevocable licence to use (including the right to reproduce, publish, modify and amend), and sub-licence to any Incoming Licensee the right to use (including the right to reproduce, publish, modify and amend), in connection with Monitoring Licence Transition Out any Transition Plan.
- (j) The Monitoring Licensee warrants that it has the right to grant the licence in clause 36.6(i) and that the exercise of that licence will not infringe any Intellectual Property Rights or Moral Rights of any third-party.

36.7 Reimbursement by the State

- (a) Subject to clauses 36.7(b) and (c), the State will reimburse the Monitoring Licensee for any reasonable out of pocket expenses incurred by the Monitoring Licensee to the extent that such out of pocket expenses:
 - (i) are approved by the Minister in writing, prior to such expenses being incurred;
 - (ii) relate directly to carrying out the Monitoring Licence Transition Out activities (and not merely any activities relating to the provision of the Monitoring Services or Pre-commitment Services by the Monitoring Licensee); and
 - (iii) are substantiated by written documents (including, for example, in the form of time sheets or invoices) in a form approved by the State's Representative.
- (b) The State will not reimburse the Monitoring Licensee for any costs or expenses incurred by the Monitoring Licensee in respect of:
 - (i) preparing, updating, finalising and obtaining approval of proposed Transition Plans; or
 - (ii) participating in the dispute resolution process in clause 43.
- (c) The State is not obliged to reimburse the Monitoring Licensee for any expenses incurred in respect of an activity covered by clause 36.7(a) that is required as a direct or indirect consequence of a default committed or threatened by the Monitoring Licensee under the Monitoring Licence or this Monitoring Licence Related Agreement including in circumstances where the Minister exercises their discretion to appoint an Incoming Licensee.
- (d) The State will reimburse the Monitoring Licensee for reasonable out of pocket expenses specified in clause 36.7(a) 30 Business Days after the later of:
 - (i) the end of the Monitoring Licence Transition Out Period; or
 - (ii) the date on which the State's Representative considers Monitoring Licence Transition Out to be completed,

provided the State has received evidence reasonably satisfactory to the State that the Monitoring Licensee has incurred expenses.

PART L - WARRANTIES AND OBLIGATIONS

37. General warranties

37.1 Warranties

The Monitoring Licensee warrants that:

- (a) it will be able to in accordance with the conditions of the Monitoring Licence and this Monitoring Licence Related Agreement prepare and implement the Implementation Plan and all other Preparatory Action;
- (b) it will be able to at all times during the Services Term, provide the Monitoring Services and Pre-commitment Services in accordance with the Scope of Services, Performance Standards, Technical Standards and BRD as they exist at the Agreement Date;
- (c) it is able to comply with all of its obligations under the Licence, this Monitoring Licence Related Agreement and the Act;
- (d) from the Commencement Date, the Systems will:
 - (i) be free from all material design and operational defects;
 - (ii) be fit for the purpose for which the Systems are intended to be used; and
 - (iii) enable the Monitoring Licensee at all times during the Services Term to provide the Monitoring Services and Pre-commitment Services so that the provision of the Monitoring Services and Pre-commitment Services complies with the Monitoring Licence, this Monitoring Licence Related Agreement and the Technical Standards;
- (e) all Monitoring Assets and Pre-commitment Assets are:
 - (i) in good condition and repair;
 - (ii) in a working order and condition that are consistent with their age;
 - (iii) regularly and properly maintained and serviced; and
 - (iv) fit for the purposes for which they are held or used by the Monitoring Licensee;
- (f) it is duly incorporated and is validly existing under the laws of its jurisdiction of incorporation, with full power and authority to enter into the Related Agreements, comply with the conditions of the Monitoring Licence and perform its obligations under the Related Agreements;
- (g) the Related Agreements have been duly authorised, executed and delivered by the Monitoring Licensee and constitute legal, valid and binding obligations of the Monitoring Licensee enforceable against it in accordance with its terms, and no other acts or conduct on the part of the Monitoring Licensee are necessary to authorise the Related Agreements;

- (h) the execution and delivery of the Related Agreements and the performance by the Monitoring Licensee of its obligations thereunder do not:
 - (i) conflict with the constitution or by-laws of the Monitoring Licensee;
 - (ii) constitute a violation of or a default under any agreements or arrangements to which the Monitoring Licensee is a party; or
 - (iii) contravene any Law;
- (i) it has title to, or an appropriate right to use, all Monitoring Assets and Pre-commitment Assets;
- (j) to the extent it has title to the Monitoring Assets and Pre-commitment Assets, there are no Encumbrances, other than those which have been approved by the Minister, over such Monitoring Assets and Pre-commitment Assets;
- (k) it is the legal and beneficial owner of and has good, valid and marketable title to all of the Required Assets and there are no Encumbrances affecting any of the Required Assets (other than those that have been approved by the Minister);
- (l) none of the Required Assets have been or have been agreed to be let on hire or hire purchase or sold on deferred terms other than in accordance with the provisions of the Monitoring Licence or any of the Related Agreements;
- (m) the Monitoring Licensee has not entered into any contract, arrangement or understanding with any third-party on terms that are not at arm's length and on ordinary commercial terms;
- (n) the Monitoring Licensee is not in breach of the Monitoring Licence or the Related Agreements;
- (o) the Monitoring Licensee is not the subject of a Financial Default;
- (p) the Monitoring Licensee is a suitable person or body to provide the Monitoring Services and Pre-commitment Services;
- (q) the Monitoring Licensee has not committed any offences against a gaming Act or any Law involving fraud or dishonesty in Victoria or elsewhere;
- (r) all information provided in writing by or on behalf of the Monitoring Licensee to the Minister and Commission (including the ITA Application) is in all respects true and accurate and not misleading by omission as at the date it is provided;
- (s) it is ISO 9000 and ISO 27000 certified or is able to demonstrate (by passing an independent audit) to the reasonable satisfaction of the Commission that it has an equivalent or higher level of capability, or has undertaken reasonable steps to become ISO 9000 and ISO 27000 certified or have a generally equivalent certification; and
- (t) it has adopted the Information Technology Infrastructure Library (ITIL) framework as a standard or is able to demonstrate to the reasonable satisfaction of the Commission that it has adopted a generally equivalent

framework as a standard or has undertaken reasonable steps to adopt the ITIL framework as a standard or adopt a generally equivalent framework as a standard.

37.2 Breach of representation or warranty

A breach of any representation or warranty under this Monitoring Licence Related Agreement constitutes a contravention of this Monitoring Licence Related Agreement.

38. Survival of representations, indemnities and releases

38.1 Representations and warranties

Except where expressly stated otherwise in this Monitoring Licence Related Agreement, all representations and warranties in this document:

- (a) will survive the execution and delivery of this document;
- (b) will remain in full force and effect for the Term; and
- (c) are and will be given with the intent that liability under the representations and warranties will not be confined to breaches discovered prior to the date of this document.

38.2 Indemnities

Each indemnity in this document:

- (a) is a continuing obligation;
- (b) constitutes a separate and independent obligation of the party giving the indemnity from its other obligations under this document; and
- (c) will survive termination of this document.

38.3 Releases

Clause 35.3 survives the termination or expiration of this document and may be enforced at any time.

39. General Obligations

39.1 Monitoring Licensee's obligations

The Monitoring Licensee must at all times:

- (a) comply with all Law, directions and guidelines applicable to the matters arising under this Monitoring Licence Related Agreement, including the Act;
- (b) obtain and renew all Authorisations required for the Monitoring Licensee to:
 - (i) provide the Monitoring Services and Pre-commitment Services;

- (ii) perform its obligations under the Monitoring Licence, this Monitoring Licence Related Agreement and any other Related Agreements;
 - (iii) carry on the Monitoring Business and Pre-commitment Business; and
 - (iv) use or operate the Monitoring Assets and Pre-commitment Assets;
- (c) protect the Monitoring Assets and Pre-commitment Assets and, at the Monitoring Licensee's expense, prosecute or defend all Claims that are necessary or appropriate in accordance with prudent business practice for the protection of the Monitoring Assets and Pre-commitment Assets;
- (d) maintain legal and beneficial ownership of the Required Assets and not grant or allow to subsist any Encumbrance over the Required Assets nor dispose, sell or otherwise transfer any of the Required Assets except when a Required Asset must be replaced in the ordinary course of business due to fair wear and tear, in which case the Required Asset must be replaced with a like asset, which the Monitoring Licensee holds legal and beneficial title to and which will be deemed a Required Asset and subject to all terms and conditions relating to Required Assets under this Monitoring Licence Related Agreement;
- (e) to the extent it has title to the Monitoring Assets and Pre-commitment Assets, ensure that there are no Encumbrances over any part of such Monitoring Assets and Pre-commitment Assets (other than as approved by the Minister); and
- (f) ensure that it is in full compliance with all laws (including laws of other States and Territories) relating to the conduct of gaming, including Monitoring Services, in Victoria or elsewhere.

39.2 Compliance with Monitoring Licence

The Monitoring Licensee must strictly observe all the provisions of the Monitoring Licence.

PART M - FAILURE TO PERFORM

40. Force Majeure Event

40.1 Notice

- (a) If the Monitoring Licensee becomes aware of any matters likely to constitute a Force Majeure Event in performing any of its obligations under the Monitoring Licence and Related Agreements, the Monitoring Licensee must immediately give notice to the Commission.
- (b) The Monitoring Licensee must give the Commission a written notice, within 2 Business Days after the occurrence of an event considered by the Monitoring Licensee to constitute a Force Majeure Event, which must include full particulars of all relevant matters including:
- (i) details of the Force Majeure Event;

- (ii) details of the obligations of the Monitoring Licensee affected by the Force Majeure Event and the nature and the extent of the Force Majeure Event on those obligations;
- (iii) details of the action that the Monitoring Licensee has taken and proposes to take to prevent, overcome, remedy or mitigate the effects of the Force Majeure Event;
- (iv) an estimate of the timing during which the Monitoring Licensee will be unable to carry out the affected obligations due to the Force Majeure Event;
- (v) an estimate of the costs that the Monitoring Licensee would incur to remedy the situation were it able to do so; and
- (vi) details of all insurance moneys on which the Monitoring Licensee may be able to rely in making good any damage caused by the Force Majeure Event.

40.2 Actions after Force Majeure Notice

After the Monitoring Licensee gives a Force Majeure Notice it will:

- (a) continue to provide the Commission with all relevant information relating to the Force Majeure Event; and
- (b) promptly take proper and reasonable steps (including expenditure of money, rescheduling of manpower and resources and implementing appropriate temporary measures) to prevent, overcome, remedy or mitigate the effects of the Force Majeure Event.

40.3 Meeting

- (a) The Monitoring Licensee and the Commission will meet within 2 Business Days of service of a Force Majeure Notice to discuss and agree the consequences of the Force Majeure Event including:
 - (i) whether the Force Majeure Event will delay or prevent or impair the Monitoring Licensee's ability to provide the Monitoring Services and, if so, by how long;
 - (ii) how long it is estimated that the Force Majeure Event will continue;
 - (iii) what obligations of the Monitoring Licensee (if any) will be affected by the Force Majeure Event; and
 - (iv) whether the Force Majeure Event is covered by insurance.
- (b) The Monitoring Licensee must attend such other meetings as are requested by the State in relation to any Force Majeure Event.

40.4 Suspension of obligations

- (a) The obligations of each party under the Monitoring Licence and the Monitoring Licence Related Agreement that are affected by the Force Majeure Event will be suspended, but only to the extent that the Force

Majeure Event prevents that party from meeting its obligations in a timely manner under the Monitoring Licence or the Monitoring Licence Related Agreement.

- (b) Any suspension of obligations under clause 40.4(a) will immediately terminate on the earlier of:
 - (i) cessation of the impact of the Force Majeure Event on the Monitoring Licensee's performance; or
 - (ii) the time when that impact should have ceased to prevent performance if clause 40.2(b) were observed by the Monitoring Licensee, as determined by the Commission.

40.5 Force Majeure Event ceases

- (a) When the period of suspension of performance of obligations affected by the Force Majeure Event ceases in accordance with clause 40.4(b), the Monitoring Licensee must promptly notify the Commission to that effect.
- (b) If the Monitoring Licensee does not notify the Commission in accordance with clause 40.5(a), and the Commission is of the opinion that the suspension of performance of obligations affected by the Force Majeure Event ceases in accordance with clause 40.4(b), the Commission may notify the Monitoring Licensee to that effect.
- (c) On the issue or receipt of a notice under this clause 40.5, the Monitoring Licensee will immediately recommence performance of all obligations that were suspended under clause 40.4(a).

40.6 Costs of Force Majeure Event

Unless otherwise expressly provided in this Monitoring Licence Related Agreement, each party will bear its own costs incurred as a result of the occurrence of a Force Majeure Event.

41. Ministerial directions and disciplinary actions not affected

Nothing in this Monitoring Licence Related Agreement affects the ability of the Minister or the Commission to exercise any rights provided under the Act or the Monitoring Licence in relation to directions or disciplinary action or cancellation of the Monitoring Licence.

42. Step-in rights

42.1 Appointment of Monitoring Services Provider

In accordance with section 3.4.59LG of the Act, the Minister may direct the Commission to appoint a Monitoring Services Provider.

42.2 Step-in rights

- (a) If a Step-In Event occurs, the Monitoring Licensee agrees and acknowledges that the Monitoring Services Provider:
 - (i) is taken to:

- (A) be the holder of the Monitoring Licence on the same terms as those on which the Monitoring Licensee held the Monitoring Licence (subject to such modifications as the Minister determines); and
 - (B) have, in connection with the provision of the Monitoring Services and Pre-commitment Services all the functions and powers of the Monitoring Licensee and all the rights and obligations of the Monitoring Licensee under any of the Related Agreements entered into in accordance with sections 3.4.48, 3.4.48A and/or 3.4A.11A of the Act to which the Monitoring Licensee is a party;
- (ii) assumes full control of and responsibility for the business of the Monitoring Licensee and may use, in the provision of the Monitoring Services and Pre-commitment Services, any property, and services of staff and contractors, of the Monitoring Licensee; and
 - (iii) may employ such staff and engage such contractors as may be required to provide the Monitoring Services and Pre-commitment Services.
- (b) For the avoidance of doubt, nothing in clause 42.1 should be construed to limit the ability of the Minister to exercise their rights under the Ancillary Documentation.
 - (c) The rights granted by the Monitoring Licensee under this clause 42 are enforceable by the State against the Monitoring Licensee and any agent of the Monitoring Licensee and any administrator, liquidator, provisional liquidator or receiver or receiver and manager appointed over the Monitoring Licensee or any of its assets or affairs.

42.3 Exercise of rights

The Monitoring Licensee appoints the Monitoring Services Provider as its agent or otherwise authorises the Monitoring Services Provider until cessation of Step-In Transition to exercise its rights to:

- (a) use, reproduce, modify or adapt any or all Licensed IP;
- (b) use, reproduce, copy or install any or all Software, hardware, facilities, computer systems, servers, equipment, network and infrastructure associated with the provision of the Monitoring Services and Pre-commitment Services;
- (c) to assume full administrative control of the Systems (or such part of the Systems as is provided through hosted services);
- (d) enter and occupy all premises associated with the provision of the Monitoring Services and Pre-commitment Services;
- (e) exercise all other rights necessary to allow the Monitoring Services Provider to provide the Monitoring Services and Pre-commitment Services; and

- (f) permit third parties (being contractors of the Monitoring Services Provider) to do any of (a) to (d) above,

for any purposes associated with or connected to the provision of the Monitoring Services and Pre-commitment Services in the State.

42.4 Operation during step-in

- (a) When exercising its rights under this clause 42 the Minister will use all reasonable endeavours to procure that the Monitoring Services Provider provides the Monitoring Services and Pre-commitment Services in a manner which is consistent with the requirements of:
 - (i) the Act, the Monitoring Licence, this Monitoring Licence Related Agreement and any other Related Agreements; and
 - (ii) to the extent that they are lawful, the obligations of the Monitoring Licensee under any agreements entered into with Agents or Contractors.
- (b) The Monitoring Services Provider will receive all revenue, incur all liabilities and pay all expenses associated with or connected to the provision of the Monitoring Services and Pre-commitment Services in place of the Monitoring Licensee but the Monitoring Licensee will either be entitled to any surplus or be required to bear any loss which occurs from the time of the Monitoring Services Provider's appointment until cessation of Step-In Transition.
- (c) The Monitoring Licensee must reimburse the State for all costs and expenses incurred by the Minister in exercising its rights under this clause 42 including any fees or other amounts paid by the Minister to the Monitoring Services Provider and the Minister may from time to time provide to the Monitoring Licensee a written notice detailing the amount of those costs and expenses required to be reimbursed by the Monitoring Licensee and the Monitoring Licensee must pay to the State the amount specified in that notice within 5 Business Days after receipt of that notice.

42.5 Monitoring Licensee to give all assistance

- (a) The Monitoring Licensee must assist the Monitoring Services Provider in whatever way possible in the exercise of the Monitoring Services Provider's respective rights under this clause 42 and the Act and must ensure that the Agents, Contractors and employees of the Monitoring Licensee and all other persons under the Monitoring Licensee's direction or control agree to do everything necessary or appropriate to cooperate with the Monitoring Services Provider in the exercise of the rights granted under this clause 42 and the Act.
- (b) Without limiting clause 42.5(a), the Monitoring Licensee must allow the Monitoring Services Provider to have access to:
 - (i) any premises occupied by the Monitoring Licensee or under its control and ensure that such access is given by all Agents, Contractors and all other persons under the Monitoring Licensee's direction or control in connection with the provision by the

Monitoring Licensee of all services in support of the provision of the Monitoring Services and Pre-commitment Services; and

- (ii) all Records and Data.
- (c) The State will require the Monitoring Services Provider to keep such Records and Data in confidence subject to any disclosure requirements or rights under law applicable to the State or the Monitoring Services Provider.

42.6 Suspension of Monitoring Licensee's obligations

Upon the appointment of a Monitoring Services Provider under clause 42.1, the obligations of the Monitoring Licensee to provide the Monitoring Services and Pre-commitment Services are suspended.

42.7 Attorney

The Monitoring Licensee:

- (a) irrevocably appoints the Monitoring Services Provider as its attorney to exercise the rights of the Monitoring Licensee under the Monitoring Licence and the Related Agreements in accordance with this clause 42; and
- (b) agrees to ratify and confirm whatever action the Monitoring Services Provider takes in accordance with this clause 42.

42.8 Liability

- (a) The Monitoring Services Provider will not be liable to the Monitoring Licensee for any Claim or Liability incurred by the Monitoring Licensee resulting from the appointment of the Monitoring Services Provider and the exercise by the Monitoring Services Provider of the rights under this clause 42 and the Act except to the extent that the Monitoring Services Provider does anything not authorised by the terms and conditions of the Monitoring Services Provider's appointment.
- (b) Neither the State nor the Monitoring Services Provider are obliged to overcome or mitigate any risk or consequences in respect of which the Minister or the Monitoring Services Provider exercises its rights under this clause 42 but with the consent of the Minister, the Monitoring Licensee may have the opportunity to overcome or mitigate such risk or consequences.
- (c) The Monitoring Licensee will not be liable to the State for any Claims or Liabilities incurred by the State resulting from the appointment of the Monitoring Services Provider and the exercise by the Monitoring Services Provider of the rights under this clause 42 except to the extent that the Monitoring Licensee does not act in accordance with clause 42.5 or 42.7(b).

42.9 Ability of Monitoring Licensee to sell

If the Minister appoints an Incoming Licensee to replace the Monitoring Licensee, then the Monitoring Licensee may, subject to the Minister's consent, transfer or assign any part of its interest in the Monitoring Assets and Pre-commitment Assets or novate any agreements or contracts to which it is a party to the Incoming

Licensee provided that such assignment or novation will not affect the rights of the Monitoring Services Provider under this clause 42.

42.10 Other rights

The exercise by the Minister of their rights under this clause 42 does not affect any other rights of the Minister or the Commission (whether under the Act, the Monitoring Licence or the Related Agreements).

43. Dispute resolution

43.1 Dispute resolution – general

- (a) This clause 43 applies to any dispute under or in relation to this Monitoring Licence Related Agreement which arises:
 - (i) under clause 13 of this Monitoring Licence Related Agreement during the Transition In Period;
 - (ii) under clause 36 of this Monitoring Licence Related Agreement in relation to the Monitoring Licence Transition Out; or
 - (iii) after the termination of this Monitoring Licence Related Agreement, including any dispute under or in relation to any indemnity given under any clause of this Monitoring Licence Related Agreement which survives the termination of this Monitoring Licence Related Agreement under clause 48.8.
- (b) The parties must use all reasonable endeavours to resolve any dispute to which this clause 43 applies.
- (c) In relation to a dispute arising under or in relation to clause 36, the parties must use all reasonable endeavours to resolve the dispute having regard to the Monitoring Licence Transition Out Objectives.

43.2 Dispute Notice

If a dispute arises between the parties to which this clause 43 applies and a party wishes to have a dispute resolved or determined, that party must issue a dispute notice to the other party which must include:

- (a) a statement that it is a notice under this clause 43.2;
- (b) the basis for the claim;
- (c) the facts relied upon in support of the claim in sufficient detail to permit verification or assessment of the claim;
- (d) details of all amounts claimed and how those amounts have been calculated or claimed; and
- (e) details of any other relief sought

(Dispute Notice).

43.3 Negotiation

- (a) The parties agree that the Minister (or the Minister's authorised representative) and the Monitoring Licensee must meet within 5 Business Days of the date on which a Dispute Notice is received.
- (b) The Minister and the Monitoring Licensee must consult and negotiate in good faith, and use all reasonable endeavours to resolve the dispute within 10 Business Days of the date on which the Dispute Notice is received (or such later date as the parties may agree).
- (c) All resolutions of a dispute agreed to by the Minister and the Monitoring Licensee must be reduced to writing and signed by or on behalf of each party in order to be contractually binding on the parties.
- (d) Purported resolutions which do not comply with the requirements in clause 43.3(c) will not be contractually binding on the parties.

43.4 Mediation

- (a) If the dispute remains unresolved after the expiration of the period for negotiation by the Minister and the Monitoring Licensee, being 10 Business Days after the date on which the Dispute Notice is received (or such later date as the parties may agree), the dispute is, by this clause, referred to mediation.
- (b) The mediation will be conducted in Victoria by the Australian Disputes Centre (**ADC**) in accordance with the ADC commercial mediation guidelines (**Guidelines**). The Guidelines set out the procedures to be adopted, the process of selection of the mediator, and the costs involved. The terms of those Guidelines (as amended from time to time) are incorporated into this Monitoring Licence Related Agreement.
- (c) The mediator will be selected by mutual agreement. If the parties have not reached agreement on a mediator within 3 Business Days of the date that the dispute was referred to mediation (or such other time frame agreed between the parties), the mediator will be selected in the manner specified in the Guidelines.
- (d) Each party must bear its own costs in relation to the mediation and the costs of the mediator will be shared equally by the parties.
- (e) Any breach of the Guidelines will constitute a breach of this Monitoring Licence Related Agreement.

43.5 Court action

- (a) Neither party may commence or maintain a court action or proceeding upon a dispute to which this clause 43 applies until the parties have first taken part in negotiation and the dispute has been submitted to mediation in accordance with this clause 43.
- (b) Despite anything in this clause, a party may commence court proceedings in relation to any dispute or Claim arising under or in connection with this Monitoring Licence Related Agreement where the party seeks urgent interlocutory relief.

43.6 Continue to perform obligations

The parties must continue to perform their respective obligations under this Monitoring Licence Related Agreement pending the resolution of a dispute under this clause 43.

43.7 Survival

- (a) This clause 43 continues in force even where this Monitoring Licence Related Agreement has been fully performed, terminated or rescinded or where the parties or any of them have been discharged from the obligation to further perform this Monitoring Licence Related Agreement for any reason.
- (b) This clause 43 applies even where this Monitoring Licence Related Agreement is otherwise void or voidable.

43.8 Other rights

The exercise by the Minister of the Minister's rights under this clause 43 does not affect any other rights or entitlements of the Minister or the Commission (whether under the Act, the Monitoring Licence or the Related Agreements).

PART N - CONFIDENTIALITY AND PRIVACY

44. Confidentiality and disclosure

44.1 Keep Confidential

- (a) Subject to clauses 44.1(b), 44.2, 44.3 and 44.4, the Monitoring Licensee must keep:
 - (i) the contents of this Monitoring Licence Related Agreement; and
 - (ii) all documents and information created by it, or made available to it under, or in connection with, or in the course of the performance of, the Monitoring Licensee's obligations under the Monitoring Licence, Related Agreements (including, without limitation Records, Data, information regarding Venue Licensees, and information about any Venue Licensee's Gaming Machines) or the Act,

confidential and must not disclose the same to any other person (including, without limitation, the Monitoring Licensee's Associates and Related Bodies Corporate) without the prior written consent of the Minister unless otherwise expressly permitted under the Monitoring Licence or this Monitoring Licence Related Agreement.
- (b) The Monitoring Licensee may disclose information about an individual Venue Licensee and that individual Venue Licensee's Gaming Machines to the Commission and to that individual Venue Licensee (but not to any other Venue Licensee, except with the consent of the Minister or as otherwise expressly permitted under the Monitoring Licence or this Monitoring Licence Related Agreement).

44.2 Exceptions to confidentiality

Clause 44.1(a) will not apply in the following circumstances:

- (a) any disclosure required by Law or legally binding approval;
- (b) in respect of information already in the public domain (other than as a result of breach of this clause 44);
- (c) any disclosure required by any applicable stock exchange listing rules;
- (d) any disclosure to the Monitoring Licensee's parent or ultimate holding company, but only to the extent that that parent or ultimate holding company requires that information for corporate governance purposes, and only to the extent that that parent or ultimate holding company agrees with the Monitoring Licensee that it will only use the information for corporate governance purposes;
- (e) disclosure to lawyers or other professional advisers under a duty of confidentiality;
- (f) disclosure to a banker or other financial institution relevant to a party, to the extent required for the purpose of raising funds or maintaining compliance with credit arrangements, if the banker or financial institution first gives a binding covenant to the Minister to maintain confidentiality of the information, in form and substance satisfactory to the Minister;
- (g) disclosure to its insurers to the extent required for obtaining and maintaining insurance for the Monitoring Business, Pre-commitment Business and/or the provision of the Monitoring Services and Pre-commitment Services;
- (h) disclosure by the Monitoring Licensee to an Agent, Contractor or Associate in order for that Agent, Contractor or Associate to perform obligations under the Act, the Monitoring Licence or any of the Related Agreements, provided that that Agent, Contractor or Associate first gives a binding covenant to the Minister to maintain confidentiality of the information, in a form and substance satisfactory to the Minister; or
- (i) any disclosure to the State.

44.3 Disclosure by the Minister or Commission

The Minister or the Commission may cause to be published or disclose (on the internet or otherwise):

- (a) the terms and conditions of the Monitoring Licence or the Related Agreements; and
- (b) any documents, information or decisions of the Minister or Commission arising under, out of or in connection with the Monitoring Licence or the Related Agreements, or relating to the performance of the Monitoring Licence or the Related Agreements,

except to the extent that any documents or information described in this clause 44.3 have or has been identified by the Monitoring Licensee and agreed by the Minister

or Commission, as being confidential to the Monitoring Licensee, and the disclosure of such documents or information is not otherwise within the scope of clause 44.4.

44.4 Public disclosure

- (a) Disclosure by the State, the Minister, the Commission or any Government Agency may be required or permitted:
 - (i) under sections 3.4.53, 10.1.31, 10.1.32 or 10.1.33 of the Act;
 - (ii) under the *Freedom of Information Act 1982* (Vic);
 - (iii) under the *Ombudsman Act 1973* (Vic);
 - (iv) under the *Independent Broad-based Anti-corruption Commission Act 2011* (Vic);
 - (v) to satisfy the disclosure requirements of the Victorian Auditor General, or to satisfy the requirements of Parliamentary accountability;
 - (vi) in the case of the Minister, to fulfil the Minister's duties of office; or
 - (vii) to otherwise comply with Law.
- (b) The Monitoring Licensee must, at its own cost and expense, use its best endeavours to assist the State, the Minister, the Commission or a Government Agency in meeting its obligations under this clause 44.4.
- (c) The Monitoring Licensee must:
 - (i) not (and must ensure that its Agents, Contractors, Associates and Related Bodies Corporate do not) make any public disclosures, announcements or statements in relation to the Monitoring Licence or the Related Agreements or the Minister's or the Commission's involvement in the Monitoring Licence or the Related Agreements without the Minister's prior consent (which will not be unreasonably withheld), other than where such disclosure, announcement or statement is required under clauses 44.2(a) or 44.2(c);
 - (ii) use its best endeavours to agree with the Minister the wording and timing of all public disclosures, announcements and statements by it or its Agents, Contractors, Associates and Related Bodies Corporate relating to the Monitoring Licence or the Related Agreements or the Minister's or the Commission's involvement in the Monitoring Licence or the Related Agreements before the relevant disclosure, announcement or statement is made;
 - (iii) give the Minister a draft of any proposed disclosure, announcement or statement (including media releases) relating to the Monitoring Licence or the Related Agreements or the Minister's or the Commission's involvement in the Monitoring Licence or the Related Agreements and must obtain the Minister's approval of the disclosure, announcement or statement (including media releases) before distributing such disclosure, announcements or statement; and

- (iv) as soon as practicable, give to the Minister a copy of any disclosure, announcement or statement (including media release) agreed to or approved by the Minister under this clause 44.4.

45. Privacy

- (a) The Monitoring Licensee must comply with its obligations under any applicable Privacy Laws when accessing, collecting, using, disclosing or otherwise handling any Personal Information for the purpose of, or under or in connection with, this Monitoring Licence Related Agreement or the Monitoring Licence.
- (b) Without limiting the Monitoring Licensee's obligations under clause 45(a), the Monitoring Licensee must cooperate with the State in relation to the protection of Personal Information and comply with any reasonable direction of:
 - (i) the Minister or the State's Representative, that relates to the protection of Personal Information or any complaint made in relation to the Monitoring Licence regarding the access, collection, use or disclosure of Personal Information; and
 - (ii) the Privacy & Information Commissioners or the Victorian Health Services Commissioner relevant to the Monitoring Licence and this Monitoring Licence Related Agreement.
- (c) The Monitoring Licensee must ensure that its employees, Agents and Contractors who may have access to Personal Information:
 - (i) are aware of the Monitoring Licensee's obligations under this Monitoring Licence Related Agreement in relation to accessing, collecting, using, disclosing or otherwise handling any Personal Information;
 - (ii) do not do anything that would cause the Monitoring Licensee to breach the obligations described in clause 45(c)(i); and
 - (iii) comply with their obligations under any Privacy Laws.
- (d) If this Monitoring Licence Related Agreement constitutes a "State contract" within the meaning of either or both of the *Privacy Act 1988* (Cth) and the *Privacy and Data Protection Act 2014* (Vic), then the Monitoring Licensee agrees (without limiting its obligations under clause 45(a)) to be bound by the Information Privacy Principles and any applicable Code of Practice with respect to any act done or practice engaged in by the Monitoring Licensee for the purpose of, or under or in connection with, this Monitoring Licence Related Agreement or the Monitoring Licence in the same way, and to the same extent, as the State or the Minister would have been bound had it been directly done or engaged in by the State or the Minister.

PART O - GENERAL

46. Notices

- (a) A notice or other communication connected with this Monitoring Licence Related Agreement (**Notice**) has no legal effect unless it is in writing,

signed by the relevant party or their authorised representative and delivered in accordance with this clause 46.

- (b) The address of the Monitoring Licensee and the Minister for service of Notices at the Agreement Date are as detailed in Schedule 1. Either party may amend their address for service by giving notice to the other.
- (c) In addition to any other method of service provided by Law, the Notice may be:
 - (i) sent by email to;
 - (ii) sent by prepaid post to; or
 - (iii) delivered at,the address of the addressee set out in this Monitoring Licence Related Agreement or subsequently notified.
- (d) If the Notice is sent or delivered in a manner provided by clause 46(c), it must be treated as given to and received by the party to which it is addressed:
 - (i) if sent by post, on the sixth business day (in the place of receipt) after posting (if posted to an address in the same country), or the tenth business day (in the place of receipt) after posting (if posted to an address in another country);
 - (ii) if delivered in person or by courier, upon delivery; or
 - (iii) if delivered by email, the earlier of:
 - (A) the time the sender receives an automated message from the intended recipient's information system confirming delivery of the email; and
 - (B) three hours after the time the email is sent (as recorded on the device from which the sender sent the email) unless the sender receives, within that three hour period, an automated message that the email has not been delivered.
- (e) If the Notice is delivered or deemed to be delivered:
 - (i) after 5.00 pm in the place of receipt; or
 - (ii) on a day which is a Saturday, Sunday or public holiday in the place of receipt,

it is taken as having been delivered at 9.00 am on the next day which is not a Saturday, Sunday or public holiday in that place.

47. Representatives

47.1 Licensee's Representative

- (a) The Monitoring Licensee must ensure that at all times a natural person is appointed as its representative for all purposes under the Act, the Monitoring Licence and this Monitoring Licence Related Agreement (**Licensee's Representative**). At the Agreement Date, the Monitoring Licensee has appointed the person holding the position nominated in Schedule 1.
- (b) Any communications with or information given to the Licensee's Representative by or on behalf of the Minister will be deemed to be made or given to the Monitoring Licensee. The address for service on the Licensee's Representative is the same as the address for service of notices on the Monitoring Licensee under clause 46(b).
- (c) The Monitoring Licensee may revoke the authority or appointment of the Licensee's Representative at any time by giving notice to the Minister provided that it appoints another natural person as an alternative or substitute Licensee's Representative by giving notice to the Minister.

47.2 State's Representative

The Minister has appointed the person named, or the person holding the position nominated in Schedule 1 as the representative of the State for the purposes of this Monitoring Licence Related Agreement (**State's Representative**). The Minister may change the appointment of the State's Representative by written notice to the Monitoring Licensee. Subject to the terms of the written appointment, the State's Representative will have the capacity to:

- (a) receive and to give notices on behalf of the State and the Minister;
- (b) do all such things and discharge all functions as are expressed to be done or discharged by the State's Representative,

under the Monitoring Licence and this Monitoring Licence Related Agreement.

48. Miscellaneous

48.1 Assignment

The Monitoring Licensee must not assign, dispose of, novate, sublicense, grant an Encumbrance over, delegate or otherwise deal with its rights or obligations under this Monitoring Licence Related Agreement unless specifically permitted by this Monitoring Licence Related Agreement or the Act.

48.2 Transfer of functions

If a Government Agency referred to in this Monitoring Licence Related Agreement:

- (a) is reconstituted, renamed or replaced, or if its power or functions are transferred to another entity, this Monitoring Licence Related Agreement is deemed to refer to that new entity; or

- (b) ceases to exist, this Monitoring Licence Related Agreement is deemed to refer to that entity which serves substantially the same purpose or object as the former entity.

48.3 Further assurance

Each party must promptly at its own cost do all things (including executing and if necessary delivering all documents) necessary or desirable to give full effect to this Monitoring Licence Related Agreement.

48.4 Severability

If anything in this Monitoring Licence Related Agreement is unenforceable, illegal or void then it is severed to the extent necessary to give this Monitoring Licence Related Agreement full force and effect and the remainder of this Monitoring Licence Related Agreement remains in force and effect.

48.5 Variation

An amendment or variation to this Monitoring Licence Related Agreement is not effective unless it is in writing and signed by the parties or as otherwise provided for in the Monitoring Licence or this Monitoring Licence Related Agreement.

48.6 Waiver

A party's failure or delay to exercise a power or right does not operate as a waiver of that power or right. The exercise of a power or right does not preclude either its exercise in the future or the exercise of any other power or right. A waiver is not effective unless it is in writing. Waiver of a power or right is effective only in respect of the specific instance to which it relates and for the specific purpose for which it is given.

48.7 Governing law and jurisdiction

The law of Victoria governs this Monitoring Licence Related Agreement. The parties submit to the non-exclusive jurisdiction of the courts of Victoria and of the Commonwealth of Australia.

48.8 Surviving provisions

- (a) An indemnity given under this Monitoring Licence Related Agreement survives the frustration, rescission, suspension, termination, cancellation, surrender or expiration of this Monitoring Licence Related Agreement.
- (b) All clauses that by their nature survive expiration or termination of this Monitoring Licence Related Agreement will remain in full force, which include without limitation and for the avoidance of doubt, clauses 20 (Records), 21 (Financial Statements) 25 (Ownership and licence of Data), 28 (Intellectual property), 35 (Liability and indemnities), 36 (Monitoring Licence Transition Out), 37 (General warranties), 43 (Dispute resolution), 44 (Confidentiality and disclosure), 45 (Privacy) and 46 (Notices).
- (c) Any rights or obligations accrued prior to the frustration, rescission, suspension, cancellation, surrender, termination or expiration of this Monitoring Licence Related Agreement survive the frustration, rescission,

suspension, termination or expiration of this Monitoring Licence Related Agreement.

- (d) The dispute resolution procedures in clause 43 survive frustration, rescission, suspension, termination or expiration of this Monitoring Licence Related Agreement.

48.9 Cost of performing obligations

A party who has an obligation to do anything under the Act, the Monitoring Licence or the Related Agreements must perform that obligation at its own cost and expense, unless a provision of the Related Agreements expressly provides otherwise.

48.10 Counterparts and electronic execution

This Monitoring Licence Related Agreement may be executed electronically and in any number of counterparts. All counterparts taken together will constitute one and the same instrument.

48.11 Time is of the essence

Time is of the essence in this Monitoring Licence Related Agreement.

Signing page

Executed as a deed.

Signed, sealed and delivered by the
Honourable Enver Erdogan MLC,
Minister for Casino, Gaming and
Liquor Regulation for and on behalf
of the Crown in right of the State of
Victoria:



Signature of Witness

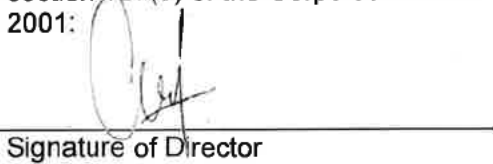
CHRISTOPHER JERVIS
Name of Witness

21/4/2026
Date



Signature of the Minister

Executed by Intralot Gaming
Services Pty Ltd in accordance with
section 127(3) of the Corporations Act
2001:



Signature of Director

Marios Mitromaras
Name of Director

12/04/2026
Date



Signature of Secretary/~~Director~~

Chris Ioannou
Name of Secretary/~~Director~~

Schedule 1 General

Item 1	Agreement Date: 21/04/2026
Item 2	Monitoring Licensee's Address for Service Level 4, 650 Lorimer Street, Port Melbourne Victoria 3207 Email address: mitromaras@intralot.com.au
Item 3	Minister's Address for Service c/ Executive Director, Gaming and Liquor Justice Services and Regulation Department of Justice and Community Safety 121 Exhibition Street Melbourne Vic 3000 Email address: gamingandliquor@justice.vic.gov.au
Item 4	Licensee's Representative Marios Mitromaras Chief Executive Officer Intralot Gaming Services Pty Ltd
Item 5	State's Representative Executive Director, Gaming and Liquor Justice Services and Regulation Department of Justice and Community Safety

Schedule 2 Performance Standards

1. Availability of the Systems

- (a) The Monitoring Licensee must ensure that at all times during the Services Term the Monitoring System and Pre-commitment System are operational and continuously available to all Available Machines (**Availability Requirement**) as set out in clause 1(b).
- (b) The availability requirement for the components of the Systems is detailed in the table below.

System component	Availability requirement
Monitoring System – Central host	99.99% uptime
Monitoring System – Interface Board	99.99% uptime
Third-party gaming related system API	99.99% uptime
Pre-commitment System – Central host	99.99% uptime
Pre-commitment Melbourne Casino API	99.99% uptime

- (c) The Monitoring Licensee will not be taken to have failed to meet the Availability Requirement where the Monitoring System or Pre-commitment System is not available at a Venue, the Melbourne Casino or an Available Machine due to:
- (i) Scheduled Downtime relating to that Venue, the Melbourne Casino or Available Machine;
 - (ii) the occurrence of a Force Majeure Event;
 - (iii) any acts, omissions or negligence of the relevant Venue Licensee or that Venue Licensee's agents or contractors that cause damage or disruption to the Monitoring System or Pre-commitment System;
 - (iv) a failure of any third-party gaming related system installed on the Available Machine that interfaces with the Monitoring System or the Pre-commitment System;
 - (v) a failure of the hardware or software of the relevant Available Machine; or
 - (vi) in the case of the Pre-commitment System:
 - (A) a failure of any Player Account Equipment, including Player Account Equipment that is installed as a component of a Loyalty Scheme; or
 - (B) a failure in a system operated by the Melbourne Casino Operator, including the Melbourne Casino monitoring system.

2. Pre-commitment Website & Player App

The Monitoring Licensee must ensure that at all times during the Services Term, the Pre-commitment Website is operational and continuously available to Players as detailed below (**Pre-commitment Website Requirement**).

Pre-commitment Website Requirement
Must be available and accessible to Players for 99% uptime
Average page load time (being the time it takes for the browser to receive the first byte of data from the server) of under 3 seconds

The Monitoring Licensee must ensure that at all times during the Services Term, the Player App is operational and continuously available to Players as detailed below (**Player App Requirement**).

Player App Requirement
Must be available and accessible to Players for 99% of uptime
Average response time must be no less than 3 seconds

3. Deployment standards

- (a) The Monitoring Licensee must provide a system to enable efficient configuration, deployment and movement of Gaming Machines for use by Venue Operators and their third-party service providers and technicians (**Deployment System**). The Monitoring Licensee must use its best efforts to work with Venue Operators and their agents and contractors to ensure the timely and orderly deployment of Gaming Machines.
- (b) The Monitoring Licensee must ensure that a Gaming Machine deployment is completed within 2 Business Days of the complete deployment request being submitted to the Deployment System by or on behalf of a Venue Operator, or such later time if requested by the Venue Operator (**Deployment Requirement**).
- (c) A Gaming Machine deployment includes:
 - (i) a configuration change, including game change, return to player rate change, credit or denomination change, jackpot configuration change and change to cashless gaming system for a Gaming Machine;
 - (ii) movement of a Gaming Machine within a gaming machine area or changing the floor position number of an existing Gaming Machine;
 - (iii) decommissioning a Gaming Machine where it is being replaced with a new Gaming Machine, a Venue is closed or as part of implementing a new layout or refurbishment of a gaming machine area; and
 - (iv) commissioning a new Gaming Machine or a new Linked Jackpot Arrangement.

- (d) The Monitoring Licensee will not be taken to have failed to meet the Deployment Requirement where the deployment was unable to be completed as scheduled within the timeframe due to a failure by the Venue Operator or their agent or contractor to ensure that the Gaming Machine or any other required equipment is available and ready for deployment.

4. Services desk requirements

4.1 Requirement to provide service desks

- (a) The Monitoring Licensee must provide support services for Venue Licensees and members of the public, including:
- (i) a 24 hour, 7 days a week facility for Venue Licensees to log problems, dispute and maintenance requests and resolve any issues related to the Monitoring System and/or Pre-commitment System within a reasonable period (**Venue Licensee Service Desk**); and
 - (ii) a 24 hour, 7 days a week facility to support and assist members of the public to register, access and update their pre-commitment data and information (**Player Service Desk**).
- (b) The Monitoring Licensee must meet the performance standards for the Venue Licensee Service Desk and the Player Service Desk described in clause 4.2 and 4.3 below (together, the **Service Desk Requirement**).

4.2 Performance Standards - Venue Licensee Service Desk

- (a) Venue Licensee Service Desk personnel, including any contractor personnel, must make every effort to resolve issues at the time of the service contact. All service requests must be logged and assigned a priority level as detailed in the table below.

Priority level	Description
Level 1	Monitoring Services or Pre-commitment Services not available at 5 or more Venues or Pre-commitment Services not available at the Melbourne Casino
Level 2	Monitoring Services or Pre-commitment Services not available at 2, 3 or 4 Venues
Level 3	Monitoring Services or Pre-commitment Services not available at a single Venue
Level 4	Service or other administrative request

- (b) The service level provided by the Monitoring Licensee must be based on the priority of the reported fault or query.
- (c) The performance standard for the service request response time is the maximum delay between the fault or incident being reported to the Monitoring Licensee and the fault or incident being resolved with the service restored.

- (d) For the purposes of the Venue Licensee Service Desk performance standards:
- (i) 'Service request acknowledged' means the time elapsed from the initial service request being lodged with the Monitoring Licensee's service desk by an inbound telephone call, inbound email or lodging an electronic ticket to acknowledging the request and advising of request registration or reference details;
 - (ii) 'Initial response' means the time elapsed from the initial service request being lodged for the service desk personnel to providing an immediate resolution that will result in service restoration, or advising the Venue Licensee of the status of the reported incident;
 - (iii) 'Issue resolution or service restoration' means the time elapsed from the initial service request being lodged until the time that the relevant issue is resolved or the service is restored.
- (e) The maximum response time must be within the parameters defined in the table below.

Priority	Service Request Acknowledged		Initial Response		Issue Resolution or Service Restoration	
	90%	100%	90%	100%	90%	100%
1	5 min	15 min	5 min	15 min	2 hrs	4 hrs
2			5 min	15 min	8 hrs	24 hrs
3			30 min	60 min	24 hrs	72 hrs
4			30 min	60 min	72 hrs	7 days

4.3 Performance Standards - Player Service Desk

- (a) The Monitoring Licensee must provide a staffed Player Service Desk for pre-commitment users throughout the Services Term.
- (b) The service standards for this service are outlined in the table below.

Channel	Average Speed to Answer (ASA)	Abandonment Rate (AR)	Service request met
Phone	80% of calls in less than 20 sec	less than 5%	90% requests resolved at first contact
Email	Initial response <24Hrs	Not applicable	90% requests resolved at first contact
Webchat	Realtime	Not applicable	Not applicable

4.4 Performance Standards - Customer-Centric Requirement(s)

The Monitoring Licensee must comply with any additional performance standards set out in the Customer-Centric Plan as determined by the State's Representative under clause 12.4 (**Customer-Centric Requirement(s)**).

5. Reporting requirements

- (a) The Monitoring Licensee must provide to the State's Representative and the Commission, within 5 Business Days of the end of each calendar month during the Services Term, a written report detailing for that month (**Monthly Performance Standards Report**):
- (i) whether the Availability Requirement was met;
 - (ii) whether the Pre-commitment Website Requirement was met;
 - (iii) whether the Player App Requirement was met;
 - (iv) whether the Deployment Requirement was met;
 - (v) whether the Service Desk Requirement was met;
 - (vi) whether the Customer-Centric Requirement(s) were met; and
 - (vii) in the event of a failure to meet the Performance Standards, the nature and cause of the failure and the action the Monitoring Licensee has taken, or will take, to address the failure and its cause and minimise the reoccurrence and/or impact of such failures in the future.
- (b) The Monitoring Licensee must publish information about its performance against the Performance Standards on its website and the Pre-commitment Website.
- (c) The Monthly Performance Standards Report must be in a form specified by the State's Representative and include:
- (i) the information described in clause 5(a) above and the details set out in the table below; and
 - (ii) any other information specified by the State's Representative.

Requirement	Reporting measures
Availability Requirement	For each of the Availability Requirements, performance categorised by Gaming Machine, Venue and local government area
Pre-commitment Website Requirement	Website performance measures over the reporting period
Player App Requirement	Player App performance measures over the reporting period
Deployment Requirement	The Monitoring Licensee and the State's Representative will agree on the categorisation of deployment types for reporting purposes.

Requirement	Reporting measures
	For each type of deployment: <ul style="list-style-type: none"> • Number of deployment requests categorised by status (submitted, scheduled, unable to be completed as scheduled, rescheduled at Venue Operator request, rescheduled by Monitoring Licensee, completed) • Mean time for deployment to be scheduled and variance • Mean period between deployment request being submitted and deployment completed and variance
Service Desk Requirement	<ul style="list-style-type: none"> • Number of reported incidents categorised by status (lodged, responded, resolved, escalated, unresolved, closed, re-opened or rejected) • Number of reported incidents that are assigned and not assigned for resolution • Mean time for acknowledgement, initial response, resolution or service restored, closure
Customer-Centric Requirement(s)	Customer-centric performance measures over the reporting period

Schedule 3 Preparatory Action

1. Legacy Systems

The Monitoring Licence authorises the Monitoring Licensee to undertake the following Preparatory Action in relation to use of the Legacy Systems. Should the Monitoring Licensee require the use of some or all of the Legacy Systems, the Monitoring Licensee may:

- (a) arrange for the migration of Legacy Systems Data from the Legacy Systems to the Monitoring System and Pre-commitment System;
- (b) undertake any other Preparatory Action specified in the Approved Implementation Plan; and
- (c) undertake anything else required to achieve Monitoring Readiness and Pre-commitment Readiness.

2. Monitoring Services

- (a) The Monitoring Licence authorises the Monitoring Licensee to undertake the following Preparatory Action in relation to Monitoring Services:
 - (i) develop, test and establish the Monitoring System and Monitoring Services;
 - (ii) develop operating procedures and manuals for the installation and operation of the Monitoring System and Monitoring Services and any necessary provision of these to Venue Operators;
 - (iii) prepare to undertake all services in respect of the operation of the Monitoring System and the Monitoring Services, including:
 - (A) developing, testing, establishing and operating (for testing purposes) the Monitoring System;
 - (B) conducting the Monitoring Services for testing purposes;
 - (C) providing all Monitoring Services for testing purposes;
 - (D) doing all things necessary to ensure that the Monitoring System will generate all required reports for the Commission and Venue Operators; and
 - (E) arranging any other services reasonably necessary in preparation for the conduct of Monitoring Services and the operation of the Monitoring System;
 - (iv) establish data connections for supply and receipt of signals from Gaming Machines for the Monitoring System and the Monitoring Services and establish communication data connections to Venues Operators and the Commission;
 - (v) develop, test, and publish required APIs to connect and communicate with approved Player Account Equipment and

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- provide an interface between the Pre-commitment System and Player Account Equipment;
- (vi) develop a system that enables efficient deployment and movement of Gaming Machines for use by Venue Operators, Ancillary Services Providers and technicians;
 - (vii) develop service desk facilities to support the Monitoring System and the Monitoring Services;
 - (viii) install the Venue located Monitoring Equipment and components of the Monitoring System at Venues;
 - (ix) develop or obtain a licence to use all Intellectual Property Rights (including all Intellectual Property Rights in the Software and Monitoring System Documentation) necessary for the provision of Monitoring Services and the operation of the Monitoring System;
 - (x) develop and distribute to Venue Operators all necessary Monitoring Equipment (including without limitation equipment necessary to facilitate Linked Jackpot Arrangements and Multiple Venue Linked Jackpot Arrangements) and Monitoring System Documentation and information regarding the Monitoring System and the Monitoring Services;
 - (xi) obtain all necessary approvals (for example, approval of initial Monitoring System and communications equipment and links);
 - (xii) develop appropriate regulatory and compliance processes and procedures;
 - (xiii) establish disaster recovery and business continuity capability in accordance with the Technical Standards;
 - (xiv) appoint Agents and engage Contractors who will provide goods and services to the Monitoring Licensee in the provision of Monitoring Services;
 - (xv) appoint and liaise with a Tester for the purpose of formal testing of the Monitoring System in accordance with this Monitoring Licence Related Agreement;
 - (xvi) engage and train all necessary and appropriate personnel for the provision of the Monitoring Services;
 - (xvii) engage the Commission and Venue Operators in the conduct of live trials of the Monitoring System in accordance with the Approved Implementation Plan;
 - (xviii) sell, supply or possess Monitoring Equipment for the purposes set out in section 3.4.4(1)(c) of the Act that is appropriate for the establishment of the Monitoring System and for its connection to Gaming Machines at Venues;
 - (xix) undertake any other Preparatory Action specified in the Approved Implementation Plan; and
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- (xx) undertake anything else to achieve Monitoring Readiness.
- (b) Monitoring Readiness includes, without limitation, the completion of the following items:
- (i) all Site Surveys, installation plans established for all Venue Operators and all gaming and jackpot parameters established;
 - (ii) obtained all Intellectual Property Rights necessary for the provision of Monitoring Services and the operation of the Monitoring System;
 - (iii) established Communication Links to the Commission and all Venue Operators;
 - (iv) developed, tested, established and operated for testing purposes the Monitoring System (including policies and procedures for the operation of the Monitoring System), that has met the requirements of the Technical Standards, been independently certified and has been approved by the Commission;
 - (v) transferred data detailing signature files and Venue operating hours from the Incumbent Operator to the Monitoring System;
 - (vi) implemented all agreed required Communication Links, APIs and interfaces required for the operation of the Monitoring System;
 - (vii) implemented all relevant configuration management, change management, and release management policies in accordance with the Technical Standards;
 - (viii) installed all Monitoring Equipment in all Venues, including all venue-based equipment and all computer systems, software, jackpot controllers and jackpot display interfaces;
 - (ix) successfully completed a live trial for the Commission that demonstrates the Monitoring System's technical capability and system adequacy including:
 - (A) outcome-based scenarios (or, user-based scenarios) that represent identifiable Monitoring Services, including procedures representative of start up, ongoing operation and shutdown of Monitoring Services during a gaming day;
 - (B) configurations consisting of:
 - (I) participation of a range of Venues in metropolitan and non-metropolitan areas;
 - (II) a subset of approved Gaming Machine types as agreed with the Commission;
 - (III) a subset of approved jackpot types as agreed with the Commission, including parameters, display equipment and participating Gaming Machines;

- (IV) links to the Commission; and
- (V) operational procedures and user guides;
- (C) a range of gaming transactions, including but not limited to:
 - (I) game play transactions; and
 - (II) jackpot transactions;
- (D) positive and negative test scenarios;
- (E) each of the Significant Event types;
- (F) production of reports as required by the Commission; and
- (G) verification of service desk and other support arrangements.

3. Pre-commitment Services

- (a) The Monitoring Licence authorises the Monitoring Licensee to undertake the following activities as part of Preparatory Action in relation to the Pre-commitment Services:
 - (i) develop, test and establish the Pre-commitment System and Pre-commitment Services;
 - (ii) develop operating procedures and manuals for the installation and operation of the Pre-commitment System and Pre-commitment Services, which meet the requirements of this Monitoring Licence Related Agreement, the Technical Standards and any operational requirements made under section 10.1.5C of the Act;
 - (iii) develop all required operating procedures, manuals, systems and processes to ensure compliance with applicable Privacy Laws when accessing, collecting, using disclosing or otherwise handling Personal Information;
 - (iv) develop, test, and establish the Pre-commitment Website and Player App;
 - (v) develop, test, and establish the required API to connect and communicate with the Melbourne Casino Operator's monitoring system and the Pre-commitment System;
 - (vi) provide to the Melbourne Casino Operator a user manual for the operation of the Pre-commitment System in the Melbourne Casino;
 - (vii) prepare to undertake all services in respect of the operation of the Pre-commitment System and the Pre-commitment Services, including:
 - (A) developing, testing, establishing and operating (for testing purposes) the Pre-commitment System;

- (B) conducting the Pre-commitment Services for testing purposes;
 - (C) Doing all things to ensure that the Pre-commitment System will generate all required data extracts and reports for Venue Licensees, the State and the Commission; and
 - (D) arranging any other activities, matters and things reasonably necessary in preparation for the conduct of Pre-commitment Services and the operation of the Pre-commitment System as are consistent with the Pre-commitment Scope of Services and other requirements under this Monitoring Licence Related Agreement;
- (i) establish data connections for the exchange of information between Gaming Machines and the Pre-commitment System for the provision of the Pre-commitment Services and establishing communication data connections to Venue Operators, the Melbourne Casino Operator, the State and the Commission for the provision of Pre-commitment Services and reports;
 - (ii) develop service desk facilities and services (including facilities and services to support inquiries and requirements) for Players and Venue Licensees to support the Pre-commitment System and the Pre-commitment Services;
 - (iii) develop and distribute to all Venue Licensees all necessary and appropriate Pre-commitment System Documentation and information regarding the Pre-commitment System and the Pre-commitment Services as may be reasonably required for the staff of the Venue Licensees and to understand how the Pre-commitment System operates in the Venues and in the Melbourne Casino;
 - (iv) obtain all necessary approvals and rights including Intellectual Property Rights for the operation of the Pre-commitment System and the provision of the Pre-commitment Services;
 - (v) develop appropriate regulatory and compliance processes and procedures in relation to the Pre-commitment System and the provision of the Pre-commitment Services;
 - (vi) establish the disaster recovery and business continuity capability in accordance with the Technical Standards;
 - (vii) appoint and liaise with a Tester for the purpose of formal testing of the Pre-commitment System in accordance with this Monitoring Licence Related Agreement and the Act;
 - (viii) engage and train all necessary and appropriate personnel for the provision of the Pre-commitment Services;
 - (ix) engage the State's Representative, the Commission and Venue Licensees in the conduct of live trials of the Pre-commitment System in accordance with the Approved Implementation Plan;

- (x) possess all Pre-commitment System requirements that are appropriate for the establishment of the Pre-commitment Services;
 - (xi) enter into a suitable agreement with the Melbourne Casino Operator that meets the requirements of any direction given by the Minister under the Act and that will meet the requirements for the full development of the Pre-commitment System and for the provision of Pre-commitment Services;
 - (xii) enter into Tripartite Deeds as required in accordance with the Monitoring Licence;
 - (xiii) undertake any other Preparatory Action specified in the Approved Implementation Plan; and
 - (xiv) undertake anything else required to achieve Pre-commitment Readiness.
- (b) Pre-commitment Readiness includes the completion of the following items:
- (i) obtained all Intellectual Property Rights necessary for the provision of Pre-commitment Services and the operation of the Pre-commitment System;
 - (ii) established Communication Links (to the State, the Commission, all Venue Operators and the Melbourne Casino Operator);
 - (iii) developed, tested, established and operated for testing purposes the Pre-commitment System (including policies and procedures for the operation of the Pre-commitment System), that has met the Functional Requirements, the requirements of this Monitoring Licence Related Agreement, the requirements of the Technical Standards and has been approved by the Commission;
 - (iv) developed, tested and established the Pre-commitment Website and Player App;
 - (v) installed all Pre-commitment system equipment in Venues;
 - (vi) successfully completed a live trial for the Commission that demonstrates the Pre-commitment System's technical capability and system adequacy including:
 - (A) outcome-based scenarios (or, user-based scenarios) that represent identifiable Pre-commitment Services, including procedures representative of start-up, ongoing operation and shutdown of Pre-commitment Services during a gaming day;
 - (B) configurations consisting of the participation of a range of Gaming Venues in metropolitan and non-metropolitan areas, communication from a variety of each Gaming Machine type, display screens and card readers and links to the Commission, to the reasonable satisfaction of the State's Representative;

- (C) demonstrates the full operation of the interface with the systems as in operation or as developed for operation in the Melbourne Casino;
 - (D) demonstrates the full operation of the interface with all types of Player Account Equipment in Venues;
 - (E) demonstration of the adequacy of operational procedures and user guides;
 - (F) a range of gaming transactions and transaction volumes;
 - (G) production of reports as required by the Commission;
 - (H) verification of service desk operation and other support arrangements for Players and Venue Licensees;
 - (I) successful interface, including data input and output; with all types of Player Account Equipment that meet the Technical Standards; and
 - (J) successful interface with and operation of the Pre-commitment Website and Player App;
- (vii) successfully completed vulnerability and penetration testing on the Pre-commitment System, Pre-commitment Website and Player App; and
 - (viii) completed a privacy impact assessment on the handling of Personal Information collected by the Pre-commitment System.

Schedule 4 Determination of Liability of the Monitoring Licensee

- (a) The Minister has, after consultation with the Treasurer of the State of Victoria, made the following determination under section 3.4.48E of the Act as to the liability of the Monitoring Licensee in damages for an act or omission in the provision of the Monitoring Services or Pre-commitment Services.
- (b) The scope of liability of the Monitoring Licensee for any act or omission in the provision of Monitoring Services or Pre-commitment Services has been determined under section 3.4.48C of the Act and the following is the intended effect of this determination.

1. Scope

1.1 The State's intended effect of the determination is as follows:

- (a) The Monitoring Licensee's liability for a failure of a Gaming Machine to operate due to an act or omission in the provision of Monitoring Services or Pre-commitment Services is limited to damages calculated in accordance with clause 2 of this Schedule.
- (b) The liability of the Monitoring Licensee with respect to any other act or omission in the provision of the Monitoring Services or Pre-commitment Services will not be limited in any way, including, without limitation, as follows:
 - (i) The Monitoring Licensee will be liable for any injury, loss or damage to persons or property arising from an act or omission in the provision of Monitoring Services or Pre-commitment Services.
 - (ii) The Monitoring Licensee will be liable to re-provide services or to replace, maintain, repair, install and service equipment that the Monitoring Licensee was required to provide under the Venue Conditions (**Re-provide Goods and Services**). If the Monitoring Licensee is obliged to Re-provide Goods and Services, then the Monitoring Licensee must Re-provide Goods and Services in addition to any damages payable to the Venue Operator otherwise under this Schedule 4. If the Monitoring Licensee fails to Re-provide Goods and Services it will be liable to the relevant Venue Operator in damages for the cost of the provision of such goods and services.
 - (iii) The Monitoring Licensee will be liable to pay damages to a Venue Operator for the loss or damage incurred by the Venue Operator due to an act or omission in the provision of Monitoring Services or Pre-commitment Services that does not result in a failure of a gaming machine to operate.

2. Liability to Venue Operators

2.1 Commencement of damages and cap on Liability

For the purposes of clause 1.1(a), the Monitoring Licensee will, from the Commencement Date, be liable to pay damages to Venue Operators for an act or omission by the Monitoring Licensee in the provision of Monitoring Services or Pre-

commitment Services to Venue Operators (including without limitation the failure by the Monitoring Licensee to connect Available Machines in accordance with this Monitoring Licence Related Agreement) which for any reason, other than for the circumstances set out in this Schedule 4, results in a Venue Operator not being able to continuously operate at least 80% of the total number of Available Machines and Connected Machines in a single Venue (**Failure Event**) as follows:

- (a) the maximum amount in aggregate (**Maximum Amount Payable**) that may be payable in damages by the Monitoring Licensee will be the amount equivalent to the annual revenue from Monitoring Fees excluding fees for facilitating Linked Jackpot Arrangements and Multiple Venue Linked Jackpot Arrangements received by the Monitoring Licensee in the preceding 12-month period;
- (b) where a Venue Operator experiences a Failure Event, the amount claimable by a Venue Operator (**Single Damages Claim**) will be calculated in accordance with the following formula:

$$T \times V \times N$$

Where:

T = subject to the exception in clause 3 of this Schedule, the number of hours that the affected Connected Machines or affected Available Machines were not able to operate during the hours when the Venue was lawfully open for Gaming, rounded down to the nearest whole number of hours.

V = \$1.85 per affected Connected Machine or affected Available Machine per hour.

N = total number of affected Connected Machines and affected Available Machines in the Venue

2.2 Adjustment of cap based on CPI

On each anniversary of the Commencement Date (**Adjustment Date**) the amount of "V" will be adjusted to reflect the percentage change in the CPI since the Commencement Date and on each subsequent anniversary of that date the amount of "V" will be adjusted to reflect the percentage change in the CPI since the last Adjustment Date as follows:

CPI Adjustment will be an adjustment to V calculated in accordance with the following formula:

$$\text{New V} = \text{Current V} \times (\text{CPI} \div \text{CPI}_X)$$

Where:

New V = the amount of V after the Adjustment Date

Current V = the amount of V applicable immediately before the Adjustment Date

CPI = the CPI number published for the Quarter ending immediately before the current Adjustment Date

CPIX = the CPI number published for the Quarter ending immediately before the Adjustment Date, immediately preceding the current Adjustment Date or, where there is no earlier Adjustment Date, the Quarter ending immediately before the Commencement Date.

3. Exceptions to Liabilities

3.1 The liability to pay damages imposed on the Monitoring Licensee in this Schedule does not apply:

- (a) to the extent that such damages are caused or contributed to by an act or omission of the Venue Operator;
- (b) to a Gaming Machine that does not operate due to a Force Majeure Event; or
- (c) to a Gaming Machine during any period of Scheduled Downtime.

4. Determination of payment per annum

4.1 In each 12-month period no claim by a Venue Operator will be paid out before the end of the 12-month period in which the claim is made. If the total amount required to satisfy all claims made in any 12-month period exceeds the Maximum Amount Payable for that 12-month period then the entitlement of each Venue Operator to damages on each claim made in that 12-month period will be calculated on a pro-rata basis in accordance with the following formula:

A/B

Where:

A = the aggregate of all Single Damages Claims for that Venue Operator in that 12-month period

B = C/D

Where:

C = the aggregate of all Single Damages Claims for all Venue Operators in that 12-month period

D = the Maximum Amount Payable for that 12-month period.

4.2 The Commission will determine the pro-rata payments required to be made by the Monitoring Licensee in each year in accordance with the formula in clause 4.1.

5. Validation of a Failure Event

5.1 For the purposes of determining the damages pursuant to clause 2.1(b), the Commission will issue a certificate verifying the:

- (a) occurrence of each Failure Event; and

- (b) duration of each Failure Event.
- 5.2 A certificate issued by the Commission under clause 5.1 will be conclusive evidence of the occurrence of each Failure Event and the duration of each Failure Event.
- 5.3 The Venue Operator and Monitoring Licensee are required to provide to the Commission such information as the Commission may require.
- 5.4 For the purposes of certification under clause 5.1, the Commission may invite all necessary parties to make submissions relevant to the matters that are to be certified.

Schedule 5 Scope of Services

Part A - Monitoring Scope of Services

1. Overview

- 1.1 The Monitoring Licensee will be required to:
- a. operate and maintain a Monitoring System;
 - b. conduct monitoring using the Monitoring System and monitoring equipment for the purpose of:
 - i. detecting events in relation to the Monitoring System, a Gaming Machine or communications system or device associated with the Monitoring System or a Gaming Machine;
 - ii. continuously recording, monitoring and controlling significant game play transactions and recording revenue generated from each Gaming Machine connected to the system; and
 - iii. facilitating Linked Jackpot Arrangements;
 - c. provide a Monitoring System that is capable of ensuring that a Gaming Machine in an Approved Venue can only be played when permitted by the Pre-commitment System;
 - d. enable all approved Player Account Equipment to interface with the Pre-commitment System; and
 - e. facilitate third-party gaming-related systems, including cashless gaming systems, by providing a non-proprietary API.
- 1.2 The State's primary objective with respect to the Monitoring Services and Monitoring System is to ensure the accurate and uninterrupted monitoring of Gaming Machine transactions and the capture of data and information with respect to Gaming Machines for regulatory, Conduct of Gaming, pre-commitment, taxation, harm minimisation, research and related purposes.

2. Monitoring System

- 2.1 The Monitoring System means a computerised system and other monitoring equipment capable of monitoring all Gaming Equipment and related activities within all Approved Venues.
- 2.2 The Monitoring Licensee must, throughout the Services Term, operate and maintain an approved Monitoring System and must provide, operate and maintain all hardware, software and infrastructure necessary to conduct the monitoring of Gaming Machines, including relevant venue equipment, communication networks and facilities.
- 2.3 The Monitoring System must operate 24 hours a day, 7 days a week throughout the monitoring term to ensure that the operation of all available Gaming Machines can be continuously monitored (with an uptime of 99.99%).
- 2.4 The Monitoring System must provide for the operation of up to 27,372 Gaming Machines in venues existing throughout Victoria.

System requirements

- 2.5 The Monitoring System must:
- i. ensure the integrity of Gaming Machine transactions in Approved Venues;
 - ii. identify and report Significant Events;
 - iii. be capable of ensuring that Gaming Machines in an Approved Venue can only be played by a person when permitted by the Pre-commitment System;
 - iv. be fit for purpose to communicate the data and information from Gaming Machines needed to facilitate the operation of other approved systems related to the Conduct of Gaming; and
 - v. provide accurate data and information on Gaming Machines for regulatory, Conduct of Gaming, pre-commitment, taxation, gambling harm, research and related purposes.
- 2.6 The Monitoring System will comprise:
- i. any instrument, contrivance or computer hardware or software and related processes, controls and protocols;
 - ii. data management, data security and data integrity processes, controls and protocols; and
 - iii. any other equipment that the Monitoring Licensee proposes to use, or will cause or permit to be used, in connection with the provision of the Monitoring Services (including for the purpose of facilitating Linked Jackpot Arrangements).
- 2.7 The Monitoring Licensee must implement, as part of the Monitoring System, a central monitoring and control system (CMCS) capable of monitoring all approved Gaming Equipment (hardware) and gaming systems (software).
- 2.8 The Monitoring System must be computer based with sufficient capacity (processing, memory, communications interfaces and storage) and redundancy to connect, maintain connection and efficiently monitor all Gaming Machines within all Approved Venues throughout the Services Term.
- 2.9 The Monitoring Licensee must maintain (and update as required) all the components of the Monitoring System to enable it to function and perform as required.
- 2.10 The Monitoring System must be flexible and scalable to cater for changes in requirements and standards (as determined from time to time by the State and the Commission), new and emerging technology and to cater for growth in transactions and expansion of gaming products and services.

Communication requirements

- 2.11 The Monitoring System acts as the primary communication vehicle from which data and information is sent and received between Gaming Machines and other approved systems related to the Conduct of Gaming, including the Pre-commitment System, Player Account Equipment, cashless gaming systems and Loyalty Schemes.
- 2.12 The Monitoring Licensee must connect all Available Machines to the Monitoring System and communicate required data and reports to and from Approved Venues and the Commission.
- 2.13 The communications must be fit for purpose and in real time using Gaming Machine communication protocols approved by the Commission. The Monitoring System must provide for live data at the venue level (through the Interface Board and site

- controller) and communicate changes in meters back to the central host system at intervals no greater than 15 minutes.
- 2.14 The Monitoring Licensee must provide an Interface Board within the Gaming Machine which:
- i. supports all meters and events implemented on QCOM 1.6;
 - ii. can accommodate QCOM 3;
 - iii. can adapt to future variations of QCOM protocols;
 - iv. can support future protocols that may be adopted.
- 2.15 Required meters must be available in real time. The Interface Board must provide a minimum of four (4) RJ45 connectors supporting TCP/IP for connection to other gaming systems with live real time meter and event data. Ports must be individually addressable with their own MAC address with minimum capacity of 100Mbps.

Pre-commitment interface with Player Account Equipment

- 2.16 The Monitoring System must be able to connect and communicate with all approved Player Account Equipment and provide an interface between the Pre-commitment System and Player Account Equipment.
- 2.17 The Monitoring Licensee must publish a robust, non-proprietary API to facilitate communication between approved Player Account Equipment on a Gaming Machine and the Pre-commitment System and other third-party gaming-related systems that utilise Player Account Equipment (such as Loyalty Schemes).
- 2.18 The Monitoring Licensee must ensure that messages and actions on Player Account Equipment from the Pre-commitment System are prioritised over any other system messages (such as loyalty).
- 2.19 The Monitoring System must include diagnostic functions capable of detecting and logging faults in the connectivity status and operability of Player Account Equipment.
- 2.20 The Monitoring System must monitor and report on the connection status of Player Account Equipment at the Gaming Machine by:
- i. sending API status poll at a minimum of every 10 seconds requiring a status response in accordance with the API;
 - ii. real-time monitoring for physical link integrity between Player Account Equipment and the Interface Board, triggering immediate exception reports upon detection of disconnection; and
 - iii. logging and reporting disconnection events in real time, including precise timestamps and duration of connectivity loss.

Interface with third-party gaming-related systems

- 2.21 The Monitoring Licensee must ensure that third-party gaming-related systems, such as ticket-in ticket-out (TITO) systems and card-based cashless systems, can connect and communicate with the Monitoring System to receive meter data required for the operation of those systems.
- 2.22 The Monitoring Licensee must facilitate required communication and connection with third-party gaming-related systems using robust, non-proprietary APIs approved by the Commission.
- 2.23 The Monitoring Licensee must ensure that the Monitoring System allows approved interconnection with third-party gaming-related systems and must provide logging and

diagnostic capability including detection of loss of connection to those third-party systems.

Monitoring Equipment

- 2.24 The Monitoring Licensee must provide and maintain all equipment required for the operation of the Monitoring System, including all venue-based equipment and all computer systems, software, jackpot controllers and jackpot display interfaces.
- 2.25 The Monitoring Licensee must provide, install and maintain all venue-based Monitoring Equipment throughout the Services Term.

Facilitation of Player Account Equipment and third-party gaming-related systems

- 2.26 The Monitoring Licensee must provide an environment which is available through secure means and includes relevant APIs for the development and testing of new software and systems. The testing environment must be able to facilitate concurrent testing by different providers.
- 2.27 The Monitoring Licensee must provide a separate, secure test system to enable new software to be tested by an approved Tester in an appropriate environment that does not put at risk the production system or production data.
- 2.28 The Monitoring Licensee must publish a test tool simulating all command types for testing APIs for third-party gaming-related systems and Player Account Equipment.

Security and continuity

- 2.29 The Monitoring Licensee must provide physical and logical security and control of the operation of the Monitoring System and its related facilities and infrastructure, that will always ensure high level system and data integrity.
- 2.30 The Monitoring Licensee must implement essential security measures, including but not limited to, ensuring all sensitive data is encrypted to protect against unauthorised access and data breaches, in accordance with the Technical Standards and the Victorian Protective Data Security Standards.
- 2.31 The Monitoring Licensee must have a disaster recovery capability and a business continuity capability in place that meets the requirements of the Technical Standards and ensures there is no loss of critical data and information.
- 2.32 The Monitoring Licensee must provide Monitoring Equipment to Approved Venues that allows the continuation of gaming for a period of up to 24 hours on Gaming Machines when the link from the Approved Venue to the Monitoring System is not operational and ensure that all required data is still being collected on a device approved by the Commission during this period.
- 2.33 The Monitoring Licensee must provide a minimum of two independent communication links between the Approved Venue and the Monitoring System using different telecommunication providers, with the secondary link capable of supporting the volume of data at the minimum speeds required to conduct the Monitoring Services without degradation in case of failure of the primary link.
- 2.34 The Monitoring Licensee must provide a solution to minimise disruption to Gaming Machine operations in circumstances where connection between the Pre-commitment System (either directly or via a third-party system) and the Monitoring System is lost (referred to as downtime). The Monitoring Licensee must provide a system that can

accommodate allowable downtime, both scheduled and unscheduled, in compliance with the Regulations and Technical Standards.

- 2.35 In the event of Pre-commitment System downtime, the Monitoring System must enable a Gaming Machine to be operated without a Player accessing their pre-commitment account until such time as the connection between the Pre-commitment System and Monitoring System is re-established.

3. Monitoring Services

- 3.1 The Monitoring Licensee must provide Monitoring Services in accordance with the Act, the Monitoring Licence, the Related Agreement(s) and any standard monitoring-related conditions made under section 3.4A.4B of the Act.

Core Monitoring Services

- 3.2 As part of the Monitoring Services, the Monitoring Licensee must:
- i. develop, install, maintain and update as required venue-based components of the Monitoring Equipment at Approved Venues throughout the Services Term;
 - ii. ensure all available and approved Gaming Machines at Approved Venues are connected to the Monitoring System throughout the Services Term;
 - iii. establish data connections to supply or receive signals from Gaming Machines for the Monitoring System and establish communication data connections from the Monitoring System to Approved Venues and the Commission;
 - iv. transmit and receive data for the purposes of facilitating the operation of the Pre-commitment System and any third-party gaming-related systems using a robust, non-proprietary API approved by the Commission;
 - v. facilitate communication between the Pre-commitment System and Player Account Equipment (including Player Account Equipment that is operated as a component of a Loyalty Scheme) using a robust, non-proprietary API approved by the Commission;
 - vi. facilitate direct connection between the Pre-commitment System and Player Account Equipment where required through well-defined interface specifications approved by the Commission;
 - vii. log, search and report events;
 - viii. collect individual Gaming Machine device, jackpot data, financial and meter data;
 - ix. provide continuous online real time recording and reporting on revenue meter data, including return to player rates and jackpot values for all available Gaming Machines;
 - x. recover or restore lost metering data in the circumstance of a Significant Event, including but not limited to unexpected critical memory clears in Gaming Equipment;
 - xi. provide limited real time data to Venue Operators for diagnostics (including the status of Player Account Equipment and the Interface Board);
 - xii. provide real time commands to Gaming Equipment, including commands to enable or disable a Gaming Machine to facilitate the operation of the Pre-commitment System and venue operating hours;

- xiii. provide validation of Gaming Equipment in the field, including the location of the Gaming Equipment and the operating software used;
- xiv. configure Gaming Equipment and enable Venue Operators to efficiently effect changes to the Gaming Machine or jackpot parameters;
- xv. provide a system to enable efficient deployment and movement of Gaming Machines for use by Venue Operators and third-party service providers and technicians;
- xvi. calculate the taxation for each Approved Venue and provide information to each Venue Operator and the Commission of the tax required to be remitted to the state each calendar month at least three days prior to the date on which Venue Operator account tax sweeps are scheduled;
- xvii. monitor system performance using adequate tools and techniques and provide Monitoring System performance reporting as specified from time to time by the Commission;
- xviii. maintain all Data for the Services Term in accordance with the Monitoring Licence and Related Agreement(s);
- xix. facilitate, monitor and report on a range of jackpots operating in Victoria, including Linked Jackpot Arrangements;
- xx. provide Jackpot Financial Administration Services for multiple venue Linked Jackpot Arrangements;
- xxi. provide support services for Venue Operators including a facility for Venue Operators to log problems, dispute and maintenance requests and resolve any issues within a reasonable period;
- xxii. provide products for delivering application services, including but not limited to application and client platforms, portal technologies, web services, business logic and data storage;
- xxiii. provide a network and application security solution, including but not limited to identity management, cryptography, auditing, logging and alerting;
- xxiv. maintain data assurance, integrity, security and ensure that data and information is fit for purpose and meets usability requirements for respective users (Venue Operators, government, Commission and third-party gaming-related systems);
- xxv. monitor and report on the connection status of the Pre-commitment System and third-party gaming-related systems;
- xxvi. provide system access for Venue Operators to be able to access reports and information from the Monitoring System;
- xxvii. ensure system access is via personal log in credentials that are role based with multi-factor authentication; and
- xxviii. provide ability for Venue Operators to self-manage creation and deactivation of user log in accounts, including assigning and changing role permissions.

Linked jackpots

- 3.3 The Monitoring Licensee must facilitate approved Linked Jackpot Arrangements, in accordance with the Technical Standards, on request by Venue Operators and ensure that its Monitoring System enables Venue Operators to operate approved Linked Jackpot Arrangements throughout the Services Term.

- 3.4 The Monitoring Licensee must also provide Jackpot Financial Administration Services in relation to Multiple Venue Linked Jackpot Arrangements.
- 3.5 The Monitoring Licensee must provide a Monitoring System that:
- i. includes all computer systems, software, jackpot controllers, networks, Gaming Machine Interface Boards, display interfaces and any other device (other than a Gaming Machine, jackpot meter or jackpot display) necessary to enable Venue Operators to conduct gaming through a Linked Jackpot Arrangement;
 - ii. ensures that only approved Linked Jackpot Arrangements are connected and operated on Gaming Machines; and
 - iii. provides a system capable of enabling Venue Operators to establish, configure, alter or remove all approved Linked Jackpot Arrangements.

Reporting

- 3.6 The Monitoring Licensee must provide Venue Operators access to reports and information drawing on Data from the Monitoring System.
- 3.7 The Monitoring Licensee must provide the following types of reports:
- i. real-time dashboard style reporting on the connection and operating status of Gaming Machines, pre-commitment, Player Account Equipment and third-party gaming-related system interfacing with the Monitoring System;
 - ii. specified pre-defined reports that can be generated automatically and are available to be generated on demand by the venue operator; and
 - iii. a report building tool that enables a Venue Operator to generate custom reports using pre-defined data fields for its Venue Monitoring Data.
- 3.8 The Monitoring Licensee must ensure that the reporting tools of the Monitoring System are easy to use, configurable and meet the needs of Venue Operators.
- 3.9 The content and format of pre-defined reports and data fields for custom reports will be determined by the State's Representative. The Monitoring Licensee must ensure that the reporting capacity of the Monitoring System is flexible and adaptable to meet the changing needs of Venue Operators over the term.

4. Commission requirements

- 4.1 The Monitoring Licensee must provide:
- i. online, read-only continuous access for the Commission to the Monitoring System;
 - ii. a live feed of Significant Event data;
 - iii. all reports required by the Commission, in a form and containing such information specified by the Commission; and
 - iv. the ability for the Commission to generate and configure pre-defined reports and build custom reports from pre-defined data fields as required and, in a form specified by the Commission.

5. Training requirements

- 5.1 The Monitoring Licensee must develop and deliver training in the use of the Monitoring System to system users employed by Venue Operators, the Commission and the State.
- 5.2 The Monitoring Licensee must ensure that training is provided:
- i. to all users during the licence Transition In Period with training available online and conducted in person in venues;
 - ii. online to new users throughout the Services Term; and
 - iii. online to all users whenever material changes to the Monitoring System are implemented.
- 5.3 The Monitoring Licensee must develop operational training materials such as online tutorials and cheat sheets to support Venue Operators.

6. Service requirements and practices

- 6.1 The Monitoring Licensee must:
- i. have and utilise sufficient suitable technical personnel located in Australia with appropriate technical experience and knowledge of the development of the proposed Monitoring System in the fields of programming, electrical engineering and data communication, and also sufficient suitable backup staff in these required specialised areas;
 - ii. have and utilise sufficient suitable management personnel located in Victoria to oversee the design, development, testing, implementation, installation and operation of the proposed Monitoring System;
 - iii. have and utilise adequate management resources located in Victoria to be available to deal with regular operations and crisis scenarios or other unexpected circumstances in the course of the operation of the Monitoring System;
 - iv. have and implement adequate methodology and systems to maintain quality assurance control, including processes for undertaking regular data assurance activities and correcting any identified errors or discrepancies, including those which may relate to third-party gaming-related systems communicating with, and reporting data through, the Monitoring System;
 - v. have access to personnel located in Australia with Monitoring Systems operating experience that is appropriate and adequate to maintain systems reliability, auditability and security;
 - vi. have and implement a project implementation plan that would support the monitoring licence requirements to deliver an adequate system and ensure the business continuity of the system to avoid any implementation risks (including, but not limited to issues of project management, change management, release management, supplier management, technical capability, resources and system support);
 - vii. have and implement a mechanism to identify and address all obvious development, implementation and operational risks in the proposed Monitoring System;
 - viii. have and implement a strategy for migration of relevant data and information from the Incumbent Operator's Legacy Systems to ensure that the Monitoring

System continues to operate and Monitoring Services continue to be provided without disruption;

- ix. have and utilise adequate technical capability for the proposed system development including planning, analysis, design, build and testing within the required timeframes;
 - x. undertake periodic reviews of the Monitoring System and Monitoring Equipment (including all communication protocols, software, hardware, communication links, APIs and infrastructure) to ensure it remains fit for purpose and best practice;
 - xi. have and implement a suitable approach to the provision of support to users during transition and ongoing operation of the proposed Monitoring System;
 - xii. have and implement a suitable strategy for the development and retention of technical resources and expertise within the Monitoring Licensee's business; and
 - xiii. have and implement a suitable strategy to ensure that all components of the Monitoring System are fit for purpose and appropriate for the environment in which they will be operating.
- 6.2 The Monitoring Licensee must establish, implement and maintain policies and procedures for the development, implementation and operation of the Monitoring System.

Part B - Pre-commitment Scope of Services

1. Overview

- 1.1 The Monitoring Licensee will be required to:
 - i. operate and maintain a Pre-commitment System
 - ii. provide Pre-commitment Services using the Pre-commitment System for the purposes of:
 - a. allowing Players to track and set limits on their gaming activity;
 - b. continuously recording game play of each Player using their pre-commitment account on all Gaming Machines operating in Victoria, including Gaming Machines at the Melbourne Casino; and
 - c. capturing and securely storing Pre-commitment Data and information on a central system.
- 1.2 The State's primary objective with respect to the Pre-commitment Services and Pre-commitment System is to provide a secure, state-wide system that Players can use to accurately track and monitor their gaming activity to minimise gambling harm and provide data and information for harm minimisation policy, research and related purposes.
- 1.3 The Pre-commitment System should be designed so that the functionality for mandatory account-based play, mandatory limit setting, binding limits and cardless access can be enabled or disabled as required by the State without any system changes.

2. Pre-commitment system

- 2.1 The Pre-commitment System means a computerised system that, by interfacing with Player Account Equipment and monitoring systems, provides for players of Gaming Machines to track and set limits on their gaming activity.
- 2.2 The Monitoring Licensee must, throughout the Services Term, operate and maintain an approved Pre-commitment System and must provide, operate and maintain all hardware, software and infrastructure necessary for its operation, including relevant networks and facilities unless otherwise specified.
- 2.3 The Pre-commitment System must operate, continuously, 24 hours a day, 7 days a week (with 99.99% uptime) throughout the term to ensure that all Gaming Machines in Victoria, including those in the Melbourne Casino, are able to be connected to the Pre-commitment System when being operated.
- 2.4 The Pre-commitment System and Pre-commitment Services must provide for the operation of up to 30,000 Gaming Machines in gaming venues throughout Victoria, including the Melbourne Casino.

System requirements

- 2.5 The Pre-commitment System must:
 - i. securely allow Players to set, manage and track net loss and time limits for their play on any Gaming Machine in Victoria;

- ii. be capable of interfacing with both approved monitoring systems in Victoria to ensure that Players can be prevented from playing a Gaming Machine in Victoria unless they have a pre-commitment account;
 - iii. be capable of enabling enforcement of limits on Gaming Machines in Approved Venues by sending messages to the Monitoring System to disable the Gaming Machine so that a Player cannot continue to play after reaching their limit;
 - iv. securely maintain a record of a Player's relevant gaming activity on Gaming Machines in Victoria;
 - v. provide accurate data and information for regulatory, harm minimisation policy, research and related purposes; and
 - vi. meet the requirements specified in the Pre-commitment Business Requirements Document issued by the State's Representative in accordance with the Monitoring Licence Related Agreement.
- 2.6 The Pre-commitment System will comprise:
- i. any instrument, contrivance or computer hardware or software and related processes, controls and protocols;
 - ii. data management, data security and data integrity processes, controls and protocols; and
 - iii. any other equipment that the Monitoring Licensee proposes to use, or will cause or permit to be used, in connection with the provision of the Pre-commitment Services (other than the Player Account Equipment).
- 2.7 The Pre-commitment System must be computer based with sufficient capacity (processing, memory, communications interfaces and storage) and redundancy to connect, maintain connection and efficiently provide Pre-commitment Services throughout the term concurrently for up to 30,000 Gaming Machines in gaming venues throughout Victoria.
- 2.8 The Pre-commitment System must be scalable to provide for growth in the number of users year on year to ensure that there is no performance degradation or latency introduced throughout the Services Term.
- 2.9 The Monitoring Licensee must maintain (and update as required) all the components of the Pre-commitment System to function and perform as required.
- 2.10 The Pre-commitment System must be scalable and configurable to cater for changes to technical standards and system requirements.

Communication requirements

- 2.11 The Pre-commitment System must be able to interface with approved monitoring systems to connect all available Gaming Machines to the Pre-commitment System and communicate required data to and from the Gaming Machine (either directly or indirectly) and the central Pre-commitment System.
- 2.12 The Monitoring Licensee must provide a robust, Application Programming Interface (API) to enable the Pre-commitment System to communicate with Gaming Machines located at the Melbourne Casino via the Melbourne Casino Operator's approved monitoring system.
- 2.13 The Pre-commitment System must provide and operate an end-to-end system without compromising the requirement for the separation and security of all Pre-commitment Data, and without affecting the operation of the relevant monitoring system.

- 2.14 The communications between the monitoring system and the Pre-commitment System within the venue must be live, real time, within 1 second.
- 2.15 The Pre-commitment System must send a Player's session data to the Pre-commitment System central host server at a minimum at the end of each session of play.
- 2.16 The Pre-commitment System must be able to communicate with all approved Player Account Equipment, including Player Account Equipment that is operated as a component of a Loyalty Scheme.
- 2.17 Notwithstanding the use of third-party Player Account Equipment or monitoring equipment operated by the Melbourne Casino Operator, the Monitoring Licensee remains responsible for the operation of the whole of the Pre-commitment System and the delivery of Pre-commitment Services.

Pre-commitment equipment

- 2.18 The Monitoring Licensee must provide and maintain all equipment, resources and systems appropriate for the provision of the Pre-commitment Services and the Pre-commitment System.

Security and continuity

- 2.19 The Monitoring Licensee must provide physical and logical security and control of the operation of the Pre-commitment System and its related facilities and infrastructure, that will always ensure high level system and data integrity.
- 2.20 The Monitoring Licensee must implement essential security measures, including but not limited to, ensuring all sensitive data is encrypted to protect against unauthorised access and data breaches, in accordance with the Technical Standards and the Victorian Protective Data Security Standards.
- 2.21 The Pre-commitment System must remain operational and continuously available at all times on the central host server or by way of a disaster recovery system.
- 2.22 Except as permitted under gambling legislation, Pre-commitment Data must not be shared with any other application, including Loyalty Scheme applications.
- 2.23 The Pre-commitment System may allow Pre-commitment Data to pass through Player Account Equipment, provided this is done in a manner which complies with data security and data integrity processes, controls and protocols outlined in the Technical Standards.
- 2.24 The Pre-commitment System must not affect the integrity of any Gaming Machine or affect the operation of a monitoring system.
- 2.25 The Monitoring Licensee must have a disaster recovery capability and a business continuity capability in place that meets the requirements of the Technical Standards and ensures there is no loss of Pre-commitment Data and information.
- 2.26 The Monitoring Licensee must provide a solution to ensure that there is no loss of a Player's Pre-commitment Data and information in circumstances where the connection between the pre-commitment host system and the monitoring system is lost during a session of play.

Pre-commitment Data

- 2.27 The Pre-commitment System must be capable of generating Pre-commitment Data extracts and reports for research purposes, gambling harm minimisation policy and related purposes for the state and the Commission.
- 2.28 The Pre-commitment System must offer robust reporting capabilities by capturing detailed Player data, enabling the State and Commission to generate comprehensive reports and business intelligence insights. These reports or data should include, but are not limited to, key metrics such as Player engagement, limit-setting patterns, playtime trends, and transaction amounts.
- 2.29 The Pre-commitment System must maintain and audit data for regulatory compliance and incorporate disaster recovery protocols to ensure data integrity and prevent Pre-commitment Data loss.
- 2.30 The Pre-commitment System must comply with data security and data integrity processes, controls and protocols outlined in the Technical Standards and the Victorian Protective Data Security Standards.
- 2.31 The Monitoring Licensee must retain the Pre-commitment Data and information as required under clause 27.2 of the Monitoring Licence Related Agreement and archive Pre-commitment data and information as required. Pre-commitment Data and information must not be deleted or destroyed without consent in writing from the State.

3. Pre-commitment Services

- 3.1 The Monitoring Licensee must provide Pre-commitment Services to and through each gaming venue in Victoria, including the Melbourne Casino, to meet the requirements in the Act for all Gaming Machines to be connected to the Pre-commitment System.

Core Pre-commitment Services

- 3.2 As part of the Pre-commitment Services, the Monitoring Licensee must:
- i. connect all Gaming Machines in Victoria to the Pre-commitment System by interfacing with relevant approved monitoring systems;
 - ii. allow Players to use pre-commitment and access and manage their pre-commitment information and limits in gaming venues and online;
 - iii. allow Players to use pre-commitment and access their pre-commitment information through Player Account Equipment at the Gaming Machine using player cards and cardless technology;
 - iv. allow Players to set, review and track net loss and time limits on their play on any Gaming Machine in Victoria;
 - v. continuously record game play of each Player using the Pre-commitment System at any Gaming Machine in Victoria;
 - vi. interface with relevant Gaming Machine monitoring systems and Player Account Equipment operating on Gaming Machines;
 - vii. securely store all Pre-commitment Data and information on a central system in accordance with the Technical Standards;
 - viii. provide system access for Venue Operators, including the Melbourne Casino, to be able to assist Players and access reports and information from the Pre-commitment System;

- ix. ensure system access is via personal log in credentials that are role based with multi-factor authentication;
 - x. provide ability for Venue Operators, and the Melbourne Casino Operator, to self-manage creation and deactivation of user log in accounts, including assigning and changing role permissions;
 - xi. provide support services during all hours of operation, for Players, Venue Operators, the Melbourne Casino Operator, government users and the Commission; and
 - xii. provide training on how to use the Pre-commitment System for users from gaming venues, government and the Commission throughout the term.
- 3.3 The Monitoring Licensee must also ensure that the Pre-commitment System is capable of enabling the following modifiable requirements at any time during the Services Term on direction by the State:
- i. Cardless access technology – the Pre-commitment System must be capable of allowing Players to access their pre-commitment account at the Gaming Machine using both a player card and cardless access technology
 - ii. Mandatory account-based play including Casual Players – the Pre-commitment System must be capable of interfacing with the Monitoring System so that a person can be prevented from playing a Gaming Machine without a registered or a casual pre-commitment account
 - iii. Mandatory Registered Player only account-based play – the Pre-commitment System must be capable of interfacing with the Monitoring System so that a person can be prevented from playing a gaming machine unless using a registered pre-commitment account
 - iv. Mandatory limit setting – the Pre-commitment System must be capable of operating so that a Player is required to set a limit or limits before being permitted to play a Gaming Machine in an Approved Venue
 - v. Binding limits – The Pre-Commitment System must be capable of operating so that when mandatory Registered Player only account-based play is enabled, a Player is prevented from playing a Gaming Machine in an Approved Venue if the Player has reached 100% of a limit.
- 3.4 The Pre-commitment System must be capable of:
- i. allowing a person to use the Pre-commitment System in an Approved Venue as a Registered Player or a Casual Player;
 - ii. allowing Players to use pre-commitment and access their pre-commitment information through Player Account Equipment at the Gaming Machine using player card and cardless access technology (if enabled);
 - iii. allowing a person to register, securely access and update their pre-commitment information online or in venue, with or without assistance;
 - iv. allowing Players to cancel their pre-commitment account and providing for the disposal of their pre-commitment data and information;
 - v. communicating with the monitoring system in the Melbourne Casino to prevent a person from playing a Gaming Machine in the Melbourne Casino unless that person has a registered pre-commitment account and has set a daily or weekly net loss limit and daily or weekly a time limit;
 - vi. allowing Players to set and manage weekly or daily net loss limits and weekly or daily time limits and provide for cooling-off periods before a limit increase takes effect;

- vii. allowing Players to decrease a set weekly or daily net loss limit and a weekly or daily time limit and have it come into effect immediately;
- viii. allowing Players to initiate play on any Gaming Machine in Victoria using their pre-commitment account credentials and track and record the Player's Gaming Machine activity;
- ix. if mandatory account-based play is enabled, communicating with the Monitoring System to ensure that a Player is prevented from playing a Gaming Machine until the Pre-commitment System has validated the Player's pre-commitment account (the pre-commitment account type must be configurable to enable both registered accounts and casual accounts or only registered accounts);
- x. if mandatory limit setting is enabled, communicating with the Monitoring System to ensure that a Player is prevented from playing a Gaming Machine unless the Player has set a limit or limits (this must be configurable to enable a Player to be required to have set a net loss limit only, a time limit only or both limits types);
- xi. providing for Players to receive alert messages (including personalised alert messages) when they reach specified thresholds within a set limit and when a limit is reached;
- xii. ensuring that the Pre-commitment System sends a message to the applicable monitoring system to disable a Gaming Machine in a gaming venue when a Player reaches their set net loss limit or time limit and allows an option for that Player to continue playing past their set limit when playing a Gaming Machine in an Approved Venue;
- xiii. if binding limits are enabled, ensuring that a Gaming Machine is disabled when a Player reaches their limit and prevents that Player from playing any other Gaming Machine until the limit period resets (this must be configurable to enable all limit types to be made binding or non-binding);
- xiv. providing information to Players on their Gaming Machine activity during play on a Gaming Machine on request and at specified periods (live action summaries);
- xv. validating information provided by a Player at registration to ensure Players with matching data are only permitted to have one registered pre-commitment account;
- xvi. generating activity statements for each Player annually on specified dates each year and for other periods on request by the Player or as otherwise required;
- xvii. retaining a history/log of access and changes to a Player's pre-commitment account information;
- xviii. allowing venue staff, casino staff, State users and Commission users to only access and use the Pre-commitment System using user account credentials unique to the person;
- xix. enabling venue staff, casino staff and Monitoring Licensee staff to assist Players to register, access and update their pre-commitment data and information;
- xx. enabling gaming venues, including the casino operator, to access and generate pre-defined and custom Pre-commitment System reports to track pre-commitment usage at their gaming venue in formats agreed with the State's Representative; and
- xxi. enabling the State and Commission to generate predefined and custom Pre-commitment System reports as required tracking Pre-commitment System usage and trends in formats agreed with the State's Representative or the Commission as relevant.

4. State requirements

- 4.1 The Monitoring Licensee must provide the State:
- i. a business intelligence tool to access and configure pre-defined reports and build custom reports from pre-defined fields as required;
 - ii. access to a dedicated test/familiarisation environment that mirrors the live system used by Venue Operators; and
 - iii. Pre-commitment Data and information for harm minimisation policy, research and other purposes.

5. Training requirements

- 5.1 The Monitoring Licensee must develop and deliver training in the use of the Pre-commitment System to system users employed by Venue Operators, the Melbourne Casino Operator, the Commission and the State.
- 5.2 The Monitoring Licensee must ensure that training is provided:
- i. to all users during the Transition In Period with training available online and conducted in person at venues;
 - ii. online to new users throughout the Services Term; and
 - iii. online to all users whenever material changes to the Pre-commitment System are implemented.
- 5.3 The Monitoring Licensee must develop operational training materials such as online tutorials and cheat sheets to educate Players on using the Pre-commitment System (Player Training Materials). Player Training Materials must be approved by the State's Representative prior to being made available to Players by the Monitoring Licensee.

6. Service requirements and practices

- 6.1 The Monitoring Licensee must:
- i. have and utilise sufficient suitable technical personnel located in Australia with appropriate technical experience and knowledge of the development of the proposed Pre-commitment System in the fields of programming, electrical engineering and data communication, and also sufficient suitable backup staff in these required specialised areas;
 - ii. have and utilise sufficient suitable management personnel located in Victoria to oversee the design, development, testing, implementation, installation and operation of the proposed Pre-commitment System;
 - iii. have and utilise adequate management resources located in Victoria to be available to deal with regular operations and crisis scenarios or other unexpected circumstances in the course of the operation of the Pre-commitment System;
 - iv. have and implement adequate methodology and systems to maintain quality assurance control, including processes for undertaking regular data assurance activities and correcting any identified errors or discrepancies;
 - v. have access to personnel located in Australia with Pre-commitment Systems operating experience that is appropriate and adequate to maintain systems reliability, auditability and security;
 - vi. have and implement a project implementation plan that would support the delivery of an adequate system and ensure the business continuity of the system to avoid

- any implementation risks (including, but not limited to issues of project management, change management, release management, supplier management, technical capability, resources and system support);
- vii. have and implement a mechanism to identify and address all obvious development, implementation and operational risks in the proposed Pre-commitment System;
 - viii. have and implement a strategy for migration of relevant data and information from the Legacy Systems to ensure that the Pre-commitment System continues to operate and Pre-commitment Services continue to be provided without disruption;
 - ix. have and utilise adequate technical capability for the proposed system development including planning, analysis, design, build and testing within the required timeframes;
 - x. have and implement a suitable approach to the provision of support to users during transition and ongoing operation of the proposed Pre-commitment System, including support for existing registered players;
 - xi. have and implement a suitable strategy for the development and retention of technical resources and expertise within the Monitoring Licensee's business;
 - xii. undertake periodic reviews of the Pre-commitment System and pre-commitment equipment (including all communication protocols, software, hardware, communication links, APIs and infrastructure) to ensure it remains fit for purpose and best practice;
 - xiii. have and implement a suitable strategy to ensure that all components of the Pre-commitment System are fit for purpose and appropriate for the environment in which they will be operating throughout the term; and
- 6.2 The Monitoring Licensee must establish, implement and maintain policies and procedures for the development, implementation and operation of the Pre-commitment System.

Schedule 6 Deed of Guarantee

Parent Company Guarantee and Indemnity

**The Honourable Enver Erdogan MLC, Minister for Casino,
Gaming and Liquor Regulation for and on behalf of the
Crown in right of the State of Victoria**

Bally's Intralot S.A.

Intralot Gaming Services Pty Ltd

Date

The Honourable Enver Erdogan MLC, Minister for Casino, Gaming and Liquor Regulation for and on behalf of the Crown in right of the State of Victoria of Level 16, 121 Exhibition Street, Melbourne, Victoria 3000

(Minister)

Bally's Intralot S.A. (Greek Commercial Registry Registration Number 000818201000) of 19 km, Markopoulou Avenue, 19 002 Peania - Attica, Greece

(Guarantor)

Intralot Gaming Services Pty Ltd (ABN 93 136 875 673) of Level 4, 650 Lorimer Street, Port Melbourne Victoria 3207

(Subsidiary)

Background

- A. The Minister has determined under sections 3.4.44 and 3.4.46 of the Act to grant the application and issue the Monitoring Licence to the Subsidiary.
- B. The Guarantor is the ultimate holding company of the Subsidiary.
- C. The Minister has entered, or intends to enter, into the Monitoring Licence Related Agreement with the Subsidiary in relation to the Monitoring Licence.
- D. The Monitoring Licence Related Agreement requires the Subsidiary to procure the Guarantor to execute this Deed.
- E. The Guarantor has agreed to guarantee all of the obligations of the Monitoring Licensee under the Transaction Documents, on the terms set out in this Deed.

Agreed terms

1. Definitions and interpretation

1.1 Definitions

Words not otherwise defined in this Deed have the same meaning as in the Act, or if defined in the Monitoring Licence or the Monitoring Licence Related Agreement, the same meaning as in the Monitoring Licence or the Monitoring Licence Related Agreement, except where a contrary intention appears.

Act means the *Gambling Regulation Act 2003 (Vic)*.

Costs means all costs, expenses, losses, charges and payments including any fees payable to consultants, agents or contractors, legal fees (on a 'solicitor and own

client' or full indemnity basis) and administration costs, whether or not of an operating or capital nature.

Deed means this document, including any schedule or annexure to it.

Indemnified Parties has the meaning given to that term in clause 3(b).

Loss includes any cost, expense, loss, damage or liability that is present, fixed or unascertained, actual or contingent and, to the extent not prohibited by law, any fine or penalty.

Monitoring Licence means the monitoring licence issued under the Act to the Subsidiary.

Monitoring Licence Related Agreement means the agreement entered into between the Minister and the Subsidiary in accordance with section 3.4.48 of the Act dated on or about the date of this Deed.

Obligations means all of the obligations and resultant liabilities of the Subsidiary to the State arising under or in connection with the Transaction Documents and includes any liabilities or obligations which:

- (a) are liquidated or unliquidated;
- (b) are present, prospective or contingent;
- (c) are in existence before or come into existence before or come into existence on or after the date of this Deed; or
- (d) relate to the payment of money or the performance or omission of any act, and irrespective of:
 - (e) the circumstances in which each liability or obligation comes to be secured by this Deed; or
 - (f) the capacity in which the Subsidiary comes to owe such liability or obligation.

Power means any right, power, authority, discretion, remedy or privilege conferred by a Transaction Document, the Act or other law.

State means the Crown in right of the State of Victoria.

Tax and Taxes includes any tax, levy, impost, deduction, charge, rate, compulsory loan, withholding or duty by whatever name called levied, imposed or assessed under any law in Australia or elsewhere including income tax, stamp duty, taxes on the supply of goods and services (including GST), rates, land tax, water and municipal rates, excise duties and customs duties (including other taxes whether incurred by, payable by return or passed on to another person) together with any interest, penalty, charge, fine or fee or other amount of any kind assessed, charged or imposed on or in respect of them and "Taxation" will be construed accordingly.

Transaction Documents means:

- (a) this Deed;

- (b) the Monitoring Licence;
- (c) the Related Agreements;
- (d) any other document or agreement that the parties agree is a Transaction Document; and
- (e) any document entered into or given under or in connection with or for the purpose of amending or novating any Transaction Document.

1.2 Interpretation

- (a) A provision of this Deed must not be construed to the disadvantage of a party merely because that party was responsible for the preparation of the document or the inclusion of the provision in the document.
- (b) If an act falls to be done on a day which is not a Business Day, it must (except where an act is expressly required to be performed on a day that is not a Business Day) be done instead on or before the next Business Day.
- (c) In this Deed, headings and background are for convenience only and do not affect interpretation.
- (d) Except to the extent that the context otherwise requires or except as expressly stated otherwise:
 - (i) references to parties, clauses or paragraphs in this Deed are references to parties, clauses and paragraphs of and to this Deed;
 - (ii) references to any document or agreement (including this Deed) include reference to such document or agreement as amended, novated, replaced or supplemented from time to time;
 - (iii) references to any statute or regulation or to any provision of any statute or regulation include any modification or re-enactment of, or any provision substituted for, and (in the case of a statute) all statutory and subordinate instruments issued under, such statute or regulation or such provision;
 - (iv) words in the singular include the plural and vice versa;
 - (v) words denoting individuals or a person includes a corporation, partnership, joint venture, unincorporated association and a government or statutory body or authority;
 - (vi) words denoting any gender includes all genders;
 - (vii) references to any party or person include that party's or person's successor or permitted assigns;
 - (viii) "writing" and cognate expressions include all means of reproducing words in tangible and permanently visible form;
 - (ix) where any word or phrase is defined its other grammatical forms have corresponding meanings;

- (x) to the extent used in this Deed all accounting terms used in this Deed will have the meaning given to those terms under, and all calculations and determinations as to financial matters will be made in accordance with, accounting principles and practices generally accepted in Australia from time to time and consistently applied;
- (xi) "dollars" is a reference to the lawful currency of Australia;
- (xii) the terms "including" and "include" mean "including" or "include" (as applicable) without limitation;
- (xiii) where an obligation or liability is imposed on the Subsidiary or Guarantor under this Deed, that obligation or liability is not to be limited or affected by an obligation or liability imposed in another provision of this Deed unless otherwise expressly stated;
- (xiv) where a right or remedy is conferred on the Minister under this Deed, that right or remedy is in addition to, and not in substitution of, any other right or remedy conferred on the Minister under the Act, the Regulations or the Monitoring Licence or otherwise according to law;
- (xv) the term "may" when used in the context of the power or right exercisable by the Minister means that the Minister can exercise that right or power in their absolute and unfettered discretion and the Minister has no obligation to the Subsidiary or Guarantor to do so;
- (xvi) where in this Deed the Minister may (or it is otherwise contemplated that the Minister can) give their consent or approval or must either give their consent or approval or do something else, the Minister has an absolute and unfettered discretion as to whether they give that consent or approval and the Minister has no obligation to the Subsidiary or Guarantor to do so;
- (xvii) a reference to "termination" in relation to a document means terminate, rescind, repudiate, release, cancel, avoid, accept termination, rescission, repudiation, cancellation of, or otherwise bring to an end, that document (other than through full and proper performance under that document in accordance with its terms); and
- (xviii) a reference to "suspended" means suspended or otherwise cease to be performed.

2. Guarantee

- (a) The Guarantor unconditionally and irrevocably separately guarantees to the State and to the Subsidiary the due and punctual performance and satisfaction of all of the Obligations of the Subsidiary.
- (b) If the Subsidiary defaults in the performance of any of its Obligations, the Guarantor will, if required to do so by the State, on demand, immediately perform any of the Obligations then required to be performed by the Subsidiary in the same manner as the Subsidiary is required to perform the Obligations.

3. Indemnity

- (a) The Guarantor agrees to unconditionally and irrevocably indemnify the Subsidiary with respect to any liability that may arise in respect of its Obligations.
- (b) The Guarantor as a separate and additional and primary liability unconditionally and irrevocably agrees to indemnify the State, the Minister and the Commission (and each of their respective representatives, members, officers, employees, contractors and agents) (**Indemnified Parties**) and at all times keep indemnified the Indemnified Parties against any Loss suffered or incurred by the Indemnified Parties arising out of or in any way in connection with:
 - (i) any failure by the Subsidiary to perform any of the Subsidiary's Obligations; or
 - (ii) an obligation the Subsidiary would otherwise have under the Transaction Documents being found to be void, voidable or unenforceable as a consequence of an act, error, omission or breach of any of the Transaction Documents by the Subsidiary.
- (c) The Guarantor unconditionally and irrevocably agrees to indemnify the Indemnified Parties and at all times keep indemnified the Indemnified Parties against any Loss suffered or incurred by the Indemnified Parties arising out of or in any way in connection with any failure by the Subsidiary to observe or perform the obligation to pay the Premium Payment as specified in the Monitoring Licence for the intended duration of the Monitoring Licence, regardless of the cancellation, suspension or surrender of the Monitoring Licence at any time.

4. Liability as Guarantor and Indemnifier

- (a) Any reference in this Deed to the obligations and liabilities of the Guarantor will be construed as a reference to its obligations or liabilities, whether as a guarantor or indemnifier or both under this Deed. The use of the expression "Guarantor" in this Deed in relation to a party is not to be construed as diminishing that party's obligations as an indemnifier under this Deed.
- (b) The Guarantor will not be discharged, released or excused from this Deed by an arrangement made between the Subsidiary and the Guarantor or between the State and the Guarantor or between the State and the Subsidiary with or without the consent of the Guarantor, or by any other inference arising out of the conduct between the parties.
- (c) The Obligations of the Subsidiary will continue in force and effect until the completion of the undertakings of this Deed by the Guarantor.
- (d) Where the Guarantor is required to perform the Obligations in accordance with this Deed, the Guarantor agrees, subject to any necessary approval under the Act, to the novation of any or all of the Transaction Documents from the Subsidiary to the Guarantor if requested by the Minister.
- (e) The rights and obligations under this Deed continue until all obligations of the Guarantor under this Deed have been performed, observed and

discharged and afterwards, without any further action being required by any party, this Deed will terminate.

5. Nature and preservation of liability

- (a) The liability of the Guarantor under this Deed is absolute and is not subject to the performance of any condition precedent or subsequent, including any condition between the Guarantor and the Subsidiary.
- (b) This Deed binds each person who has signed it despite:
 - (i) any person, whether expressed to be a party to this Deed or not, not executing a Transaction Document;
 - (ii) the execution of a Transaction Document being invalid or irregular in any way; or
 - (iii) a Transaction Document becoming unenforceable, void or voidable against any other person.
- (c) The liability of the Guarantor under this Deed will not be affected by any act, omission, matter or thing which, but for this clause 5(c), might operate in law to release the Guarantor from that liability or to reduce the Guarantor's liability under this Deed, including any of the following:
 - (i) **(invalidity etc.):** a Transaction Document, or any payment or other act, the making or doing of which would otherwise form part of the Obligations being or becoming or being conceded to be frustrated, illegal, invalid, void, voidable, unenforceable or irrecoverable in whole or in part for any reason whether past, present or future;
 - (ii) **(time or indulgence):** the State granting time, waiver or other indulgence or concession to, or making any composition or compromise to the Subsidiary;
 - (iii) **(forbearance):** the State not exercising or delaying (whether deliberately or otherwise) in the exercise of any Power it has for the enforcement of any Obligation;
 - (iv) **(variation):** any variation, novation or alteration to or substitution of a Transaction Document, whether or not that variation is substantial or material;
 - (v) **(release):** the full, partial or conditional release or discharge by the State or by operation of law of the Subsidiary from its obligations under a Transaction Document;
 - (vi) **(change of constitution):** any change for any reason in the name or manner in which the Guarantor or the Subsidiary carries on business;
 - (vii) **(preference):** any claim by any person that a payment to, receipt by, or other transaction in favour of the State in or towards satisfaction of the Obligations is void, voidable, or capable of being set aside under any law relating to bankruptcy, insolvency, or liquidation being upheld, conceded, or compromised;

- (viii) **(administration)**: the provisions of section 415D or 440J of the Corporations Act operating to prevent or delay:
 - (A) the enforcement of this Deed against the Guarantor; and/or
 - (B) any claim for contribution against the Guarantor;
- (ix) **(disclaimer)**: a disclaimer of any contract or property (including a Transaction Document) made by a liquidator of the Subsidiary or the Guarantor;
- (x) **(event of insolvency)**: the occurrence before, on or at any time after the date of this Deed, of any dissolution of or external administration procedures of the Subsidiary under Chapter 5 of the Corporations Act or any other law in relation to the Guarantor or the Subsidiary; or
- (xi) **(acquiescence or other omission)**: any laches, acquiescence or other act, neglect, default, omission or mistake by the State.

6. No representation by the State

The Guarantor acknowledges that it has not entered into this Deed as a result of any representation, promise, warranty, statement or inducement to it by or on behalf of the State, the Subsidiary or any other person.

7. Void or voidable transactions

If a claim that a payment or transfer to the State under a Transaction Document is void or voidable (including a claim under laws relating to liquidation, administration, insolvency or protection of creditors) is upheld, conceded or compromised, then the State is entitled immediately as against the Guarantor to the rights to which it would have been entitled under this Deed as if the payment or transfer has not occurred.

8. The Guarantor's rights are suspended

- (a) Subject to clause 8(c), as long as any obligation is required, or may be required, to be complied with in connection with this Deed, the Guarantor may not, without the Minister's consent:
 - (i) avoid by any defence or reduce its liability under this Deed by claiming that it, the Subsidiary or any other person has a right of set-off or counterclaim against the State;
 - (ii) exercise any right to contribution or subrogation which it might otherwise be entitled to claim and enforce against the Subsidiary until all the Obligations have been satisfied;
 - (iii) exercise any legal right to claim to be entitled to the benefit of another guarantee, indemnity, mortgage, charge or other encumbrance given in connection with a Transaction Document or any other amount payable under this Deed;
 - (iv) claim an amount from the Subsidiary, or another guarantor, under a right of indemnity; or

- (v) claim an amount in the liquidation, administration or insolvency of the Subsidiary or of another guarantor of any of the Subsidiary's Obligations.
- (b) This clause 8 continues after this Deed ends.
- (c) The Guarantor may receive payment from, or enforce a claim against, the Subsidiary, or another guarantor, to the extent that such payment or enforcement does not prejudice the rights of the State under this Deed.

9. Representations and warranties

9.1 Guarantor's representations and warranties

The Guarantor represents and warrants to the State and to the Subsidiary that:

- (a) **(status)** it is a body corporate duly incorporated under the laws of the place of its incorporation;
- (b) **(power)** it has full legal capacity and power to:
 - (i) own its property and carry on its business; and
 - (ii) enter into and perform its obligations under this Deed;
- (c) **(authorisations)** it has taken all corporate and other action required and obtained or been granted all consents, approvals, permissions and authorisations, whether internal or external, necessary to enable it to enter into and perform its obligations under this Deed;
- (d) **(binding obligations)** this Deed constitutes a valid and legally binding obligation, enforceable in accordance with its terms, to rank at all times at least equally with all of its other present and future unsecured payment obligations (including contingent obligations), other than those which are mandatorily preferred by law and that the Guarantor has taken all action required to ensure that its obligations under this Deed so rank and will continue to so rank;
- (e) **(no contravention)** the execution, delivery and performance of this Deed will not contravene:
 - (i) any law, regulation, order, judgment or decree of any court or Government Agency which is binding on it or any of its property;
 - (ii) the listing requirements or rules of any stock exchange;
 - (iii) any provision of its constitution or equivalent documents; or
 - (iv) any agreement, undertaking or instrument which is binding on it or any of its property;
- (f) **(no litigation)** at the date of execution of this Deed, no litigation, arbitration, mediation, conciliation, criminal or administrative proceedings are current, pending or (to the knowledge of any of its officers after due inquiry) threatened against it or any of its subsidiaries or any of its or their property which, if adversely determined, could have either separately or in aggregate make it unable to perform the Obligations;

- (g) **(no default)** it is not in default in the payment of any material sum or in the satisfaction of any material obligation in respect of any material financial liability and no event has occurred which with the giving of notice, lapse of time or other condition could constitute a default in respect of any material financial liability;
- (h) **(financial reports)** the most recent financial reports of the Guarantor delivered to the State:
 - (i) have been prepared in accordance with accounting principles and practices generally accepted in Australia; and
 - (ii) give a true and fair view of the financial condition of the Guarantor as at the date to which they relate, and the results of the Guarantor's operations for the accounting period ended on that date, and since that date there has been no material adverse change in the financial condition of the Guarantor as shown in those reports or statement;
- (i) **(compliance with law)** the Guarantor and the Subsidiary have, so far as is material to their ability to perform their obligations under this Deed or to perform the Obligations (as the case may be), complied with all laws;
- (j) **(no trust)** at the date of execution of this Deed, the Guarantor is not the trustee of any trust, except as a trustee under any deed of cross guarantee for the purpose of any Australian Securities and Investment Commission Individual or Class Order, nor does it hold any property subject to or impressed by any trust;
- (k) **(corporate compliance)** it has filed all material corporate notices and effected all material registrations with the Australian Securities and Investments Commission or similar office in its jurisdiction of incorporation and in any other jurisdiction as required by law, and all those filings and registrations are current, complete, and accurate;
- (l) **(consideration)** this Deed is executed for valuable consideration, the receipt and adequacy of which the Guarantor acknowledges;
- (m) **(no insolvency)** it is not insolvent and is not the subject of a direction under, or having effect as if it were a direction under, section 14 of the *Australian Securities and Investment Commission Act 2001* (Cth), or the subject of an investigation under, or taken to be under, that Act;
- (n) **(information accurate)** all information which it has given to the State in connection with this Deed:
 - (i) was, when provided, true and accurate in all material respects and not misleading, whether by omission or otherwise; and
 - (ii) to the extent it contained forecasts or opinions, such forecasts and opinions were made or formed after due and careful consideration on the part of the Guarantor's relevant officers based on the best information available to it and were fair and reasonable when made or formed.

9.2 Representations and warranties repeated

Each representation and warranty in this Deed:

- (a) is repeated on each day while any of the Obligations remain to be performed or satisfied; and
- (b) applies in its current form when repeated, despite any contrary disclosure by the Guarantor, unless the State agrees to waive it.

9.3 Reliance

The Guarantor acknowledges that the Minister has entered into this Deed on the basis of the representations and warranties in clauses 9.1 and 9.2.

9.4 Breach of representation or warranty

A breach of any representation or warranty under this Deed constitutes a contravention of this Deed.

10. Notification of certain events

- (a) Until the Guarantor's obligations under this Deed are extinguished, fulfilled, terminated or otherwise cease, the Guarantor will immediately notify the State in writing if it becomes aware of the occurrence of any of the following:
 - (i) **(Litigation)**: any litigation, arbitration, mediation, conciliation, criminal or administrative proceeding or labour dispute taking place, pending or, to the knowledge of the Guarantor or any of its officers, threatened against the Guarantor, the Subsidiary or any of its or their property, assets or revenues that involves a claim that, if adversely determined, could have either separately or in aggregate a material adverse effect on the Guarantor's performance of the Obligations; or
 - (ii) **(Appointment as trustee)**: if it becomes or is appointed the trustee of any trust or comes to hold any property subject to or impressed by any trust.
- (b) The Guarantor will provide the State with complete details in relation to any of the above immediately that any of them become aware of those matters.

11. Notices

- (a) A notice or other communication connected with this Deed (**Notice**) has no legal effect unless it is in writing.
- (b) The address of the Guarantor, the Subsidiary and the Minister for service of Notices are as detailed in clause 11(f) below. Any party may amend their address for service by giving notice to the other parties.
- (c) In addition to any other method of service provided by law, the Notice may be:
 - (i) sent by email to;
 - (ii) sent by prepaid post to; or

- (iii) delivered at,
the address of the addressee set out in this Deed or subsequently notified.
- (d) If the Notice is sent or delivered in a manner provided by clause 11(c), it must be treated as given to and received by the party to which it is addressed:
- (i) if sent by post, on the sixth business day (in the place of receipt) after posting (if posted to an address in the same country), or the tenth business day (in the place of receipt) after posting (if posted to an address in another country);
- (ii) if delivered in person or by courier, upon delivery; or
- (iii) if delivered by email, the earlier of:
- (A) the time the sender receives an automated message from the intended recipient's information system confirming delivery of the email; and
- (B) three hours after the time the email is sent (as recorded on the device from which the sender sent the email) unless the sender receives, within that three hour period, an automated message that the email has not been delivered.
- (e) If the Notice is delivered or deemed to be delivered:
- (i) after 5.00 pm in the place of receipt; or
- (ii) on a day which is a Saturday, Sunday or public holiday in the place of receipt,
- (iii) it is taken as having been delivered at 9.00 am on the next day which is not a Saturday, Sunday or public holiday in that place.
- (f) The parties' address for Notices are:
- The Guarantor**
- Address:
- Email address:
- For the attention of:
- The Subsidiary**
- Address:
- Email address:
- For the attention of:

The Minister

Address: c/ Executive Director, Gaming and Liquor
Justice Services and Regulation
Department of Justice and Community Safety
121 Exhibition Street
Melbourne, Victoria 3000

Email address: gamingandliquor@justice.vic.gov.au

For the attention of: Executive Director, Gaming and Liquor

12. General**12.1 Entire agreement**

This Deed constitutes the entire agreement between the parties in relation to its subject matter. All prior discussions, undertakings, agreements, representations, warranties and indemnities in relation to that subject matter are replaced by this Deed and have no further effect.

12.2 No merger

The provisions of this Deed will not merge on completion of any transaction contemplated in this Deed and, to the extent any provision has not been fulfilled, will remain in force.

12.3 Variation

This Deed may not be amended or varied unless the amendment or variation is in writing signed by all parties.

12.4 No assignment, novation, mortgage or charge

- (a) The Guarantor must not create any Encumbrance, or allow any Encumbrance to subsist, over this Deed, without the Minister's written approval.
- (b) Subject to clause 12.4(c), no party may assign or novate its rights, interests or obligations under this Deed except with the prior written consent of the other party (which other party may grant or withhold its consent in their absolute and unfettered discretion).
- (c) The Minister may assign or novate its rights, interests or obligations under this Deed to any other State entity, agency or instrumentality by written notice to the Guarantor, provided that such assignment or novation is made to the same entity, agency or instrumentality to which the Minister assigns or novates the Monitoring Licence Related Agreement.
- (d) The parties must promptly, and no later than 10 Business Days from notice being delivered in accordance with clause 12.4(c), execute a deed in a form

reasonably satisfactory to the Minister (at no additional Cost to the State) giving effect to the notified assignment or novation.

12.5 Severability

Each provision of this Deed is individually severable. If any provision is or becomes illegal, unenforceable or invalid in any jurisdiction it is to be treated as being severed from this Deed in the relevant jurisdiction, but the rest of this Deed will not be affected. The legality, validity and enforceability of the provision in any other jurisdiction will not be affected.

12.6 Waiver

- (a) A waiver of any right, power or remedy under this Deed must be in writing signed by the party granting it. A waiver is only effective in relation to the particular obligation or breach in respect of which it is given. It is not to be taken as an implied waiver of any other obligation or breach or as an implied waiver of that obligation or breach in relation to any other occasion.
- (b) The fact that a party fails to do, or delays in doing, something the party is entitled to do under this Deed does not amount to a waiver.

12.7 Rights, remedies additional

Any rights and remedies that a person may have under this Deed are in addition to and do not replace or limit any other rights or remedies that the person may have.

12.8 Further assurances

Each party must do or cause to be done all things necessary or reasonably desirable to give full effect to this Deed and the transactions contemplated by it (including, but not limited to, the execution of documents).

12.9 Costs

- (a) Except as otherwise set out in this Deed, each party must pay its own Costs in relation to preparing, negotiating and executing this Deed and any document related to this Deed.
- (b) The Guarantor agrees to pay or reimburse the State on demand for:
 - (i) the State's Costs in enforcing this Deed; and
 - (ii) all duties, fees, Taxes and charges which are payable in connection with this Deed or a payment or receipt or other transaction contemplated by it. If any payment to the State by the Guarantor under this Deed is a reimbursement or indemnification, calculated by reference to a Loss or Cost incurred by the State, then any such payment will be reduced by the amount of any input tax credit to which the State is entitled for that Loss or Cost.

12.10 Payments

The Guarantor agrees to make payments under this Deed:

- (a) in full without set-off or counterclaim, and without any deduction in respect of Taxes unless prohibited by law; and
- (b) in the currency in which the payment is due, and otherwise in Australian dollars, in immediately available funds.

12.11 Counterparts and electronic execution

This Deed may be executed electronically and may be executed in any number of counterparts and by the different parties on different counterparts, each of which constitutes an original of this Deed. All counterparts taken together constitute one and the same instrument.

12.12 Governing law and jurisdiction

This Deed is governed by and construed in accordance with the laws in force in the State of Victoria. The parties submit to the non-exclusive jurisdiction of its courts and courts of appeal from them. The parties will not object to the exercise of jurisdiction by those courts on any basis.

12.13 Indemnities

- (a) Each guarantee and indemnity in this Deed:
 - (i) is a continuing obligation despite any intervening payment, settlement or other thing;
 - (ii) extends to all of the Subsidiary's Obligations;
 - (iii) is separate and independent from the other obligations of the parties; and
 - (iv) survives termination, completion or expiration of a Transaction Document, in respect of any accrued rights of the State.
- (b) It is not necessary for a party to incur expense or to make any payment before claiming under a guarantee or enforcing a right of indemnity conferred by this Deed.

Executed as a deed.

Executed by Bally's Intralot S.A.

(Greek Registration Number
000818201000):

.....
Signature of Authorised Representative

.....
Signature of Authorised Representative

.....
Name and title of signatory

.....
Name and title of signatory

.....
Date

**Executed by Intralot Gaming
Services Pty Ltd** (ABN 93 136 875
673) in accordance with section 127(3)
of the *Corporations Act 2001* (Cth):

.....
Signature of Director

.....
Signature of Secretary / other Director

.....
Name of Director

.....
Name of Secretary / other Director

.....
Date

**Signed, sealed and delivered by the
Honourable Enver Erdogan MLC,
Minister for Casino, Gaming and
Liquor Regulation for and on behalf
of the Crown in right of the State of
Victoria:**)
)
)

.....
Signature of the Minister

.....
Date

Schedule 7 Escrow Deed

Escrow Deed

**The Honourable Enver Erdogan MLC, Minister for Casino,
Gaming and Liquor Regulation for and on behalf of the
Crown in right of the State of Victoria**

and

**[insert name of escrow provider]
ABN [insert]**

and

**Intralot Gaming Services Pty Ltd
ABN 93 136 875 673**

Table of Contents

1.	Definitions and Interpretation	4
1.1	Definitions	4
1.2	Interpretation	7
1.3	Other rules of interpretation	7
2.	Term	9
3.	Monitoring Licensee's deposit obligations	9
3.1	Monitoring Licensee to make deposits	9
3.2	Warranty	9
3.3	The Tester will test	10
3.4	Escrow Agent to provide access	10
3.5	Licence	11
3.6	Failure to deposit correct version in escrow	11
3.7	Costs	11
4.	Escrow Agent's obligations	11
4.1	Obligations	11
4.2	Limit on obligations	12
5.	Confidentiality	12
6.	Release to the Commission	12
6.1	Release of the Escrow Package	12
6.2	Release upon written request by Commission	12
6.3	Release upon Trigger Event	12
6.4	Release upon end of Support Agreement	13
6.5	Release of the Escrow Package to the Commission	13
7.	Release to Monitoring Licensee	14
7.1	Release of Escrow Package to Monitoring Licensee	14
7.2	No other release to Monitoring Licensee is permitted	14
8.	Release by agreement, decision or by court order	14

8.1	Release by agreement	14
8.2	Release by court order	14
8.3	Notice to the Commission and the Monitoring Licensee	14
9.	Fees and charges	14
9.1	Payment of fees	14
9.2	Annual Fee subject to change	14
9.3	Invoices	14
9.4	Escrow Agent's expenses	15
9.5	Monitoring Licensee's expenses	15
10.	GST	15
10.1	Construction	15
10.2	Consideration GST exclusive	15
10.3	Payment of GST	16
10.4	Timing of GST payment	16
10.5	Tax invoice	16
10.6	Adjustment event	16
10.7	Reimbursements	16
10.8	No merger	16
11.	Ownership, risk and insurance	16
11.1	Acknowledgements	16
11.2	Loss or damage to Escrow Package	17
11.3	Warranty	17
11.4	Act or omission of Escrow Agent	17
12.	Termination	17
12.1	Upon insolvency	17
12.2	Upon release of Escrow Package	17
12.3	Upon provision of notice	18
12.4	By the Minister or Monitoring Licensee	18
12.5	Consequences of an Escrow Agent termination event	18

12.6	Return of Escrow Package on termination	18
12.7	Survival	19
13.	Notices	19
13.1	Method	19
13.2	Receipt	19
13.3	Address of parties	20
14.	Assignment	20
15.	General	21
15.1	Dispute resolution	21
15.2	Entire agreement	21
15.3	Order of precedence	21
15.4	No merger	21
15.5	Variation	21
15.6	Assignment	22
15.7	Severability	22
15.8	Waiver	22
15.9	Rights, remedies additional	22
15.10	Further assurances	22
15.11	Costs	22
15.12	Counterparts and electronic execution	22
15.13	Governing law and jurisdiction	22
Schedule 1	24
Schedule 2	Deposit Form	25

Date

The Honourable Enver Erdogan MLC, Minister for Casino, Gaming and Liquor Regulation for and on behalf of the Crown in right of the State of Victoria

of Level 16, 121 Exhibition Street, Melbourne, Victoria 3000

(Minister)

and

[insert name]

ABN [insert]

of [insert address]

(Escrow Agent)

and

Intralot Gaming Services Pty Ltd

ABN 93 136 875 673

of Level 4, 650 Lorimer Street, Port Melbourne Victoria 3207

(Monitoring Licensee)

Background

- A. The Monitoring Licensee and the Minister have agreed to appoint the Escrow Agent to hold the Escrow Package in escrow.
- B. The Monitoring Licensee agrees to deposit with the Escrow Agent a copy of the Escrow Package and to allow the State to access and use the Escrow Package in the circumstances set out in this Deed.
- C. The Escrow Agent agrees to deal with the Escrow Package on the terms and conditions of this Deed.

Agreed terms**1. Definitions and Interpretation****1.1 Definitions**

In this Deed, unless the context otherwise requires:

Act means the *Gambling Regulation Act 2003 (Vic)*.

Additional Charges means the charges set out in part 1(c) of Schedule 1.

Annual Fee means the annual fees set out in part 1(b) of Schedule 1.

Business Day means a day which is not a Saturday, Sunday or public holiday (being a public holiday appointed as such under the *Public Holidays Act 1993* (Vic)) in Melbourne.

Cancellation Notice has the meaning given to that term in the Monitoring Licence Related Agreement.

Commission means the Victorian Gambling and Casino Control Commission established under Part 2 of the *Victorian Gambling and Casino Control Commission Act 2011* (Vic) (or any successor body).

Controller means, in relation to a person's property:

- (a) a receiver or receiver and manager of that property; or
- (b) anyone else who (whether or not as agent for the person) is in possession, or has control of that property to enforce an Encumbrance.

Corporations Act means the *Corporations Act 2001* (Cth).

CPI means the Consumer Price Index (All Groups) for the City of Melbourne published by the Australian Bureau of Statistics (or any other index published in substitution for this index).

Deed means this escrow deed including the recitals, any Schedules and any annexures.

Deposit Form means the form set out in Schedule 2.

Encumbrance means any mortgage, lien, hypothecation, charge (whether fixed or floating), bill of sale, caveat, pledge, claim, trust arrangement, preferential right, right of set-off, title retention or other form of encumbrance.

Escrow Package means the most recent version of each component of the Software Package and each other previous version of each component of the Software Package (if applicable), which have been deposited by the Monitoring Licensee with the Escrow Agent in accordance with this Deed.

Establishment Fee means the establishment fee set out in part 1(a) of Schedule 1.

Government Agency has the meaning given to that term in the Monitoring Licence.

Insolvency Event means the occurrence of any of the following events in relation to any person:

- (a) the person becomes insolvent as defined in the Corporations Act, states that it is insolvent or is presumed to be insolvent under an applicable law;
- (b) the person is wound up, dissolved or declared bankrupt;
- (c) the person becomes an insolvent under administration as defined in the Corporations Act;

- (d) a liquidator, provisional liquidator, Controller, administrator, trustee for creditors, trustee in bankruptcy or other similar person is appointed to, or takes possession or control of, any or all of the person's assets or undertaking;
- (e) the person enters into or becomes subject to:
 - (i) any arrangement or composition with one or more of its creditors or any assignment for the benefit of one or more of its creditors; or
 - (ii) any re-organisation, moratorium, deed of company arrangement or other administration involving one or more of its creditors;
- (f) an application or order is made (and, in the case of an application, it is not stayed, withdrawn or dismissed within 30 days), resolution passed, proposal put forward, or any other action taken which is preparatory to or could result in any of (b), (c), (d) or (e) above;
- (g) the person is taken, under section 459F(1) of the Corporations Act, to have failed to comply with a statutory demand;
- (h) the person suspends payment of its debts, ceases or threatens to cease to carry on all or a material part of its business or becomes unable to pay its debts when they fall due; or
- (i) anything occurs under the law of any jurisdiction which has a substantially similar effect to any of the other paragraphs of this definition, unless the event occurs as part of a solvent reconstruction, amalgamation, merger or consolidation that has been approved in writing by the Minister.

Law means:

- (a) principles of law or equity established by decisions of courts;
- (b) statutes, regulations, by-laws or other subordinate instruments of a Government Agency;
- (c) the Constitution of the Commonwealth;
- (d) binding requirements and mandatory approvals (including conditions) of a Government Agency which have the force of law; and
- (e) guidelines of a Government Agency which have the force of law.

Licensed IP has the meaning given to that term in the Monitoring Licence Related Agreement.

Monitoring Licence means the licence issued by the Minister to the Monitoring Licensee under section 3.4.46 of the Act.

Monitoring Licence Related Agreement means the Monitoring Licence Related Agreement entered into by the Minister and the Monitoring Licensee under the Act, as it may be amended from time to time.

Monitoring Services has the meaning given to that term in the Monitoring Licence.

Pre-commitment Services has the meaning given to that term in the Monitoring Licence.

Register means the register described in clause 4.1(e).

Release Fee means the fee set out in part 1(d) of Schedule 1.

Release Notice means the notice issued by the Commission in accordance with clause 6.2

Software has the meaning given to that term in the Monitoring Licence.

Software Package has the meaning given to that term in the Monitoring Licence Related Agreement.

Source Code has the meaning given to that term in the Monitoring Licence Related Agreement.

State means the Crown in right of the State of Victoria and includes the Minister.

Support Agreement has the meaning give to that term in clause 6.3.

Suspension Notice has the meaning given to that term in the Monitoring Licence Related Agreement.

Systems has the meaning given to that term in the Monitoring Licence.

Tester has the meaning given to it in the Monitoring Licence Related Agreement.

Test Release Fee means the fee set out in part 1(e) of Schedule 1.

Trigger Event means:

- (a) the Minister has given the Monitoring Licensee a Suspension Notice;
- (b) the Minister has given the Monitoring Licensee a Cancellation Notice;
- (c) the Monitoring Licence has expired;
- (d) the Monitoring Licence is or is purported to be surrendered by the Monitoring Licensee; or
- (e) the Monitoring Licensee is in breach of this Deed, the Minister has given the Monitoring Licensee written notice of such breach, and the Monitoring Licensee has failed to remedy the breach within 10 Business Days of the date of such notice.

Trigger Event Notice means the notice issued by the Commission in accordance with clause 6.3(a)(i);

1.2 Interpretation

In this Deed, unless the context otherwise requires:

- (a) the singular includes the plural and vice versa;

- (b) words denoting any gender include all genders;
- (c) where a word or phrase is defined, its other grammatical forms have a corresponding meaning;
- (d) a reference to a party, clause, paragraph, Schedule or annexure is a reference to a party, clause, paragraph, Schedule or annexure to or of this Deed;
- (e) a reference to this Deed includes any Schedules or annexures;
- (f) headings are for convenience and do not affect interpretation;
- (g) the background or recitals to this Deed are adopted as and form part of this Deed;
- (h) a reference to any document or agreement includes a reference to that document or agreement as amended, novated, supplemented, varied or replaced from time to time;
- (i) a reference to "\$", "A\$" or "dollar" is a reference to Australian currency;
- (j) a reference to a time is a reference to Australian Eastern Standard Time or Australian Eastern Daylight Time, whichever is appropriate;
- (k) a reference to a party includes its executors, administrators, successors, substitutes (including persons taking by novation) and permitted assigns;
- (l) a reference to writing includes any method of representing words, figures or symbols in a permanent and visible form;
- (m) words and expressions denoting natural persons include bodies corporate, partnerships, associations, firms, governments and governmental authorities and agencies and vice versa;
- (n) a reference to any legislation or to any provision of any legislation includes:
 - (i) any modification or re-enactment of the legislation;
 - (ii) any legislative provision substituted for, and all legislation, statutory instruments and regulations issued under, the legislation or provision; and
 - (iii) where relevant, corresponding legislation in any Australian state or territory;
- (o) no rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of this Deed or any part of it; and
- (p) the words "including", "for example", "such as" or other similar expressions (in any form) are not words of limitation.

1.3 Other rules of interpretation

- (a) In this Deed, unless expressly provided otherwise:

- (i) **(consents and approvals)** if the doing of any act, matter or thing requires the consent, approval or agreement of any party, that consent, approval or agreement may be given conditionally or unconditionally or withheld in that party's absolute discretion;
- (ii) **(joint and several liability)** a promise, representation or warranty given by or in favour of two or more persons under this Deed is given by them or for their benefit jointly and severally;
- (iii) **(Business Days)** if:
 - (A) the day on or by which any act, matter or thing is to be done is a day other than a Business Day, the act, matter or thing will be done on the next Business Day; and
 - (B) any money falls due for payment on a date other than a Business Day, that money will be paid on the next Business Day (without interest or any other amount being payable in respect of the intervening period); and
- (iv) **(inconsistency within Deed)** if a clause of this Deed is inconsistent with a Schedule or annexure of this Deed, the clause prevails to the extent of the inconsistency.

2. Term

This Deed commences on its date of execution and remains in force until it is terminated in accordance with the terms of this Deed.

3. Monitoring Licensee's deposit obligations

3.1 Monitoring Licensee to make deposits

The Monitoring Licensee must deposit, accompanied by a completed Deposit Form, with the Escrow Agent:

- (a) with respect to the initial Software Package, the then finalised and complete version of the Software Package by no later than the Readiness Date (as that term is defined in the Monitoring Licence Related Agreement); and
- (b) with respect to any variation, addition or update to the Software Package, within 14 days after the Commission has given its approval of any variation, addition or update to any part of the Software Package.

3.2 Warranty

The Monitoring Licensee warrants to the State that, to the best of the knowledge of the Monitoring Licensee after having made all relevant enquiries and carrying out all relevant tests, the Escrow Package does not and will not contain any program routine, device, code or instructions (including any code or instructions provided by third parties) or other undisclosed feature, including, without limitation, a time bomb, virus, software lock, drop-dead device, malicious logic, worm, Trojan horse or trap door, that is capable of accessing, modifying, deleting, damaging, disabling, deactivating, interfering with, or otherwise harming the Software Package, any

computers, networks, data or other electronically stored information, or computer programs or systems.

3.3 The Tester will test

As provided for in the Monitoring Licence Related Agreement, the Tester will:

- (a) analyse and conduct tests on the Escrow Package to determine whether:
 - (i) the Monitoring Licensee has met its obligations under clause 3.1; and
 - (ii) the Systems comply with the Act, the Monitoring Licence, the Monitoring Licence Related Agreement and the Technical Standards;
- (b) analyse and conduct tests on the Escrow Package to verify that the Escrow Package contains all relevant materials; and
- (c) provide a certificate to the Commission that the requirements set out in (a) and (b) have been met.

3.4 Escrow Agent to provide access

- (a) When testing is required under the Monitoring Licence Related Agreement, the Monitoring Licensee or the Commission must provide at least seven days' written notice to the Escrow Agent (and the Monitoring Licensee in the case of the Commission notifying the Escrow Agent) that such testing will occur.
- (b) The Escrow Agent will release the Escrow Package to the Tester after receipt of the notice issued by the Monitoring Licensee or the Commission under clause 3.4(a) to enable testing under clause 3.3 to be carried out and the Escrow Agent will, in the presence and with the oversight of the Monitoring Licensee (if requested by the Monitoring Licensee), allow the Tester to:
 - (i) remove the Escrow Package from the custody of the Escrow Agent;
 - (ii) take copies of the Escrow Package for the purpose of testing;
 - (iii) install, download or copy the Escrow Package onto such computer system or hardware as the Tester may reasonably specify; and
 - (iv) analyse and conduct reasonable tests in relation to the Escrow Package as provided for under clause 3.3.
- (c) Following the testing set out in clause 3.3, the Monitoring Licensee will procure that the Tester will (in the presence of and with the oversight of the Monitoring Licensee if requested by the Monitoring Licensee) ensure that all copies of the Escrow Package are deleted from the computer system or hardware referred to in clause 3.4(b)(iii), and the material referred to in clauses 3.4(b)(i) and 3.4(b)(ii) is promptly returned to the Escrow Agent.

- (d) For the avoidance of doubt, if the Escrow Package is released to the Tester in accordance with this clause 3.4, the Escrow Package will be deemed to still be held at all times in escrow in accordance with this Deed and such a release will not cause this Deed to terminate in accordance with clause 12.2.

3.5 Licence

- (a) The Monitoring Licensee grants to the Escrow Agent a licence to enable the Escrow Agent to deal with the Escrow Package as is necessary to enable the Escrow Agent to comply with its obligations under this Deed.
- (b) The Monitoring Licensee will grant to the Tester a licence to enable the Tester to analyse and conduct tests on the Escrow Package in accordance with this Deed.

3.6 Failure to deposit correct version in escrow

If testing by the Tester reveals that the Escrow Package is incomplete or not up to date, the Monitoring Licensee must, at its own cost, deliver a copy of the correct and complete version of the Escrow Package to the Escrow Agent within five Business Days of the completion of testing and in this respect time is of the essence.

3.7 Costs

The cost of any test or inspection under clause 3.3 will be borne by the Monitoring Licensee.

4. Escrow Agent's obligations

4.1 Obligations

The Escrow Agent must:

- (a) accept each deposit of the Software Package on the date of delivery in accordance with clause 3.1 and, subject to the terms and conditions of this Deed, hold it on behalf of the Monitoring Licensee and the Minister;
- (b) give the Monitoring Licensee and the Commission written confirmation of receipt of all components of the Software Package that are deposited with the Escrow Agent by the Monitoring Licensee immediately as those components are received by the Escrow Agent;
- (c) take all reasonably necessary steps to ensure the preservation, care, safe custody and security of the Escrow Package whilst it is in the possession, custody or control of the Escrow Agent (including storage in a secure receptacle and in an atmosphere which does not harm the Escrow Package);
- (d) only use, access, copy and release the Escrow Package to the extent necessary to enable the Escrow Agent to comply with its obligations under this Deed;

- (e) establish and maintain a register of deposits of the Escrow Package showing deposit and release dates and to whom each deposit was released (**Register**);
- (f) allow the Monitoring Licensee or the Commission to examine the Register at any time during regular business hours; and
- (g) provide the Monitoring Licensee or the Commission with a copy of the Register within seven days of receiving a request to do so.

4.2 Limit on obligations

The Escrow Agent has no obligation to and is not responsible for:

- (a) verifying the nature, completeness or accuracy of the Escrow Package; or
- (b) any transaction between the parties, other than the performance of the Escrow Agent's obligations under this Deed.

5. Confidentiality

The Escrow Agent must not disclose to any person:

- (a) any part of the Escrow Package;
- (b) any information about the Escrow Package; or
- (c) any information about this Deed, other than as permitted by this Deed or as required by Law.

6. Release to the Commission

6.1 Release of the Escrow Package

The Escrow Agent will not release, or allow access to, the Escrow Package except in accordance with the provisions of this Deed.

6.2 Release upon written request by Commission

- (a) The Commission may make a written request to the Escrow Agent for the release of the Escrow Package (or any separately deposited part of it) to the Commission, where the Commission has a reasonable need for the Escrow Package (or any part of it) as a result of the Monitoring Licensee being unwilling or unable to perform its obligations under the Monitoring Licence, the Act, or the Monitoring Licence Related Agreement (**Release Notice**).
- (b) Where a Release Notice is given under clause 6.2(a), the Commission is only entitled to be provided with that part of the Escrow Package which is the subject of the written request, unless the requested part of the Escrow Package is not separately deposited, in which case the Commission will be entitled to be provided with the whole of the Escrow Package.

6.3 Release upon Trigger Event

- (a) Subject to clause 6.3(b), if a Trigger Event occurs and the Commission wishes the Escrow Package to be released to the Commission, the Commission must:
 - (i) notify the Escrow Agent and the Monitoring Licensee in writing that a Trigger Event has occurred (specifying the event) and request release of the Escrow Package to the Commission (**Trigger Event Notice**); and
 - (ii) provide the Escrow Agent, upon its request, with a copy of any notice or documentation issued to the Monitoring Licensee upon the occurrence of the Trigger Event.
- (b) The Commission must not issue a Trigger Event Notice if:
 - (i) the Monitoring Licence has expired; and
 - (ii) the Monitoring Licensee (or the owner of the relevant rights to the Source Code and the Escrow Package) has entered into a binding agreement with the State for the ongoing operation, maintenance and support of the Escrow Package for the purposes of the State in the provision of Monitoring Services and Pre-commitment Services as provided for in clause 29.11 of the Monitoring Licence Related Agreement (**Support Agreement**).

6.4 Release upon end of Support Agreement

- (a) The Commission shall have an immediate right to request the release of the Escrow Package (including the Source Code) if the Support Agreement:
 - (i) is terminated, but only if the Support Agreement is terminated because of the default of the Monitoring Licensee or because of the default of the owner of the relevant rights to the Source Code and the Escrow Package; or
 - (ii) expires, but not if:
 - (A) either an extension or replacement of the Support Agreement is entered into between the State and the Monitoring Licensee (or the owner of the relevant rights to the Source Code and the Escrow Package) which commences immediately on expiry of the Support Agreement; or
 - (B) as at the date of expiry, the State no longer requires the Software to operate the Systems.
- (b) If the Commission has an immediate right to request the release of the Escrow Package (including the Source Code) in accordance with clause 6.4(a) and the Commission wishes the Escrow Package to be released to the Commission, the Commission must notify the Escrow Agent and the Monitoring Licensee in writing and request release of the Escrow Package to the Commission (**End of Support Agreement Notice**).

6.5 Release of the Escrow Package to the Commission

Notwithstanding clause 6.3(a)(ii) but subject to clause 8, unless otherwise ordered by a court, the Escrow Agent must release the Escrow Package (or the relevant part thereof) to the Commission immediately upon receipt of a Release Notice, a Trigger Event Notice or an End of Support Agreement Notice.

7. Release to Monitoring Licensee

7.1 Release of Escrow Package to Monitoring Licensee

If the Commission has given the Escrow Agent written notice of its consent to the release of the Escrow Package to the Monitoring Licensee, then the Monitoring Licensee may request that the Escrow Agent release the Escrow Package to the Monitoring Licensee, and the Escrow Agent must immediately release the Escrow Package to the Monitoring Licensee.

7.2 No other release to Monitoring Licensee is permitted

Other than as provided for in clauses 7.1, 8 and 12.6(b), the Escrow Agent must not release the Escrow Package to the Monitoring Licensee.

8. Release by agreement, decision or by court order

8.1 Release by agreement

Immediately upon the receipt of a joint notice from the Monitoring Licensee and the Commission requesting release of the Escrow Package, the Escrow Agent must release the Escrow Package in accordance with that notice.

8.2 Release by court order

Each party acknowledges that the Escrow Agent must immediately release the Escrow Package in accordance with, and upon the receipt of, any court order requiring the Escrow Agent to do so.

8.3 Notice to the Commission and the Monitoring Licensee

The Escrow Agent must immediately notify the Commission and the Monitoring Licensee if it receives any direction by a court (or any document that refers to a court direction being sought) in relation to the Escrow Package.

9. Fees and charges

9.1 Payment of fees

The Monitoring Licensee must pay the Establishment Fee and Annual Fee to the Escrow Agent within 30 days of the Monitoring Licensee's receipt of the invoices referred to in clause 9.3.

9.2 Annual Fee subject to change

The Escrow Agent may increase the Annual Fee for any year by giving 30 days notice to the Monitoring Licensee. An increase must not exceed the increase in the CPI for the previous year.

9.3 Invoices

- (a) The Escrow Agent may issue invoices as follows:
- (i) for the Establishment Fee, on or after the date of this Deed, to the Monitoring Licensee;
 - (ii) for the Annual Fee, on or after each anniversary of the date of this Deed, to the Monitoring Licensee;
 - (iii) for the Release Fee and for reasonable delivery costs incurred by the Escrow Agent in releasing the Escrow Package, to the party that requested the release;
 - (iv) for the Test Release Fee, on or after the release of the Escrow Package to the Tester pursuant to clause 3.4(b), to the Monitoring Licensee;
 - (v) for any Additional Charges, on or after the Monitoring Licensee requests services which incur such Additional Charges.
- (b) All invoices issued by the Escrow Agent must state the basis on which fees are charged and, in respect of amounts invoiced pursuant to clause 9.3(a)(iii), must attach evidence justifying the amounts claimed.

9.4 Escrow Agent's expenses

Subject to clause 9.3(a)(iii), all costs, expenses outgoings and disbursements incurred by the Escrow Agent in connection with this Deed and its obligations under it will be borne wholly and completely by the Escrow Agent.

9.5 Monitoring Licensee's expenses

Subject to clause 11.4, all costs, expenses, outgoings and disbursements incurred by the Monitoring Licensee in connection with this Deed and its obligations under it including, without limitation those under clause 3.3, will be borne wholly and completely by the Monitoring Licensee.

10. GST

10.1 Construction

In this clause 10:

- (a) GST Law has the same meaning given to that expression in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth);
- (b) words and expressions which are not defined in this Deed but which have a defined meaning in the GST Law have the same meaning as in the GST Law; and
- (c) references to GST payable and input tax credit entitlement include GST payable by, and the input tax credit entitlement of, the representative member for a GST group of which the entity is a member.

10.2 Consideration GST exclusive

Unless otherwise expressly stated, all sums payable or consideration to be provided under this Deed are exclusive of GST.

10.3 Payment of GST

If GST is payable on any supply made by a party (or any entity through which that party acts) (**Supplier**) under or in connection with this Deed, the recipient will pay to the Supplier an amount equal to the GST payable on the supply.

10.4 Timing of GST payment

The recipient will pay the amount referred to in clause 10.3 in addition to and at the same time that the consideration for the supply is to be provided under this Deed.

10.5 Tax invoice

The Supplier must deliver a tax invoice or an adjustment note to the recipient before the Supplier is entitled to payment of an amount under clause 10.3. The recipient can withhold payment of the amount until the Supplier provides a tax invoice or an adjustment note, as appropriate.

10.6 Adjustment event

If an adjustment event arises in respect of a taxable supply made by a Supplier under this Deed, the amount payable by the recipient under clause 10.3 will be recalculated to reflect the adjustment event and a payment will be made by the recipient to the Supplier or by the Supplier to the recipient as the case requires.

10.7 Reimbursements

Where a party is required under this Deed to pay or reimburse an expense or outgoing of another party, the amount to be paid or reimbursed by the first party will be the sum of:

- (a) the amount of the expense or outgoing less any input tax credits in respect of the expense or outgoing to which the other party is entitled; and
- (b) if the payment or reimbursement is subject to GST, an amount equal to that GST.

10.8 No merger

This clause 10 does not merge in the completion or termination of this Deed or on the transfer of the property supplied under this Deed.

11. Ownership, risk and insurance

11.1 Acknowledgements

Each party acknowledges that:

- (a) title in the physical media on which the Escrow Package is stored passes from the Monitoring Licensee to the State on release of the Escrow Package to the Commission in accordance with this Deed; and
- (b) unless specified in part 2 of Schedule 1, the Escrow Agent will not take out any insurance policies to cover loss of or damage to the Escrow Package or associated media.

11.2 Loss or damage to Escrow Package

Without limiting any rights or remedies that any of the parties may have, if any of the Escrow Package is lost, stolen, damaged or destroyed while in the Escrow Agent's possession, custody or control (including during any testing by the Tester under clause 3.3):

- (a) the Escrow Agent must promptly notify each other party; and
- (b) the Monitoring Licensee must provide the Escrow Agent with a replacement Escrow Package (or the relevant part or parts of the Escrow Package, as appropriate) within five Business Days of receiving such notice from the Escrow Agent.

11.3 Warranty

The Monitoring Licensee warrants and represents that it has the necessary authority to:

- (a) comply with its obligations under this Deed; and
- (b) grant the licences in clause 3.5.

11.4 Act or omission of Escrow Agent

Notwithstanding any other provision of this Deed, if any part or parts of the Escrow Package are lost, stolen, damaged or destroyed while in the Escrow Agent's possession, power or control, (including during any testing by the Tester under clause 3.3) and that loss damage or destruction is caused by:

- (a) the Escrow Agent's breach of this Deed; or
- (b) the negligent, wilful or unlawful act or omission of the Escrow Agent,

then the Escrow Agent must, at its own expense, reimburse the Monitoring Licensee for the cost of replacing the relevant part or parts of the Escrow Package.

12. Termination

12.1 Upon insolvency

This Deed terminates immediately if the Escrow Agent becomes subject to an Insolvency Event.

12.2 Upon release of Escrow Package

- (a) Without derogating in any way from clause 12.7(b), this Deed terminates immediately if the entire Escrow Package is released to the Commission or the Monitoring Licensee in accordance with this Deed.
- (b) If any part of the Escrow Package is released to the Commission or the Monitoring Licensee in accordance with this Deed, the obligations under this Deed will continue to operate with respect to the remaining part Escrow Package in relation to that part.

12.3 Upon provision of notice

- (a) This Deed may be terminated by:
 - (i) the Escrow Agent if either the Monitoring Licensee or the Minister is in breach of this Deed, the Escrow Agent has given the Monitoring Licensee or Minister (as appropriate) written notice of such breach, and the Monitoring Licensee or Minister (as appropriate) has failed to remedy the breach within 10 Business Days of the effective date of such notice;
 - (ii) the Escrow Agent giving 90 days written notice to the Monitoring Licensee and the Minister subject to the pro-rata refund by the Escrow Agent of any advance payment of the Annual Fee; or
 - (iii) the Minister giving 90 days written notice to the Monitoring Licensee and the Escrow Agent.
- (b) A notice by the Minister under clause 12.3(a)(iii) will state that the Minister no longer requires the Escrow Package to be held by the Escrow Agent, if that is the case.

12.4 By the Minister and Monitoring Licensee

The Monitoring Licensee and the Minister may, by giving joint notice to the Escrow Agent, terminate this Deed with immediate effect if:

- (a) the Escrow Agent commits a material breach of this Deed; and
- (b) the breach is not remedied within 10 Business Days of the Escrow Agent receiving a notice detailing the breach and requiring that it be rectified.

12.5 Consequences of an Escrow Agent termination event

Within 14 days after the termination of this Deed under clause 12.1, 12.3(a)(i), 12.3(a)(ii) or 12.4, the Monitoring Licensee must, if the Minister so directs, enter into another escrow deed between the Monitoring Licensee, the Minister and a new escrow service provider nominated by the Minister in a form substantially similar to this Deed.

12.6 Return of Escrow Package on termination

- (a) Subject to clause 12.6(b), if this Deed terminates for any reason other than under clause 12.2, then, unless a new escrow deed is entered into within the period allowed in accordance with clause 12.5, the Escrow Agent must, immediately deliver the Escrow Package to the Commission.

- (b) If the Minister does not notify the Monitoring Licensee that it intends to direct the Monitoring Licensee to enter into a new escrow deed under clause 12.5, and the Minister notifies (or has notified) the Monitoring Licensee and the Escrow Agent that it no longer requires the Escrow Package to be held by the Escrow Agent, then the Escrow Agent must return the Escrow Package to the Monitoring Licensee within seven Business Days after request by the Monitoring Licensee.
- (c) If this Deed terminates for any reason other than under clause 12.2, then unless otherwise jointly directed by the Minister and the Monitoring Licensee, the Escrow Agent will continue to hold the Escrow Package in escrow in accordance with the terms of this Deed until such time as the Escrow Agent releases the Escrow Package in accordance with clause 12.6(a) or 12.6(b).

12.7 Survival

- (a) If the Escrow Agent is required to continue to hold the Escrow Package after the date of termination of this Deed, then up until the time that the Escrow Agent releases the Escrow Package to either the Commission or the Monitoring Licensee in accordance with this Deed, clauses 3.5, 4, 11 and 14 survive the termination of this Deed.
- (b) In all circumstances, clauses 3.2, 5, 11.1(a), 11.3, 12.5, 12.6, 12.7 and 15 survive the termination of this Deed.

13. Notices

13.1 Method

All notices, requests, demands, consents, approvals, offers, agreements or other communications (**notice**) given by a party under or in connection with this Deed must be:

- (a) in writing;
- (b) signed by a person duly authorised by the sender;
- (c) directed to the intended recipient's address (as specified in clause 13.3 or as varied by any notice); and
- (d) hand delivered, sent by prepaid post or sent by email to that address.

13.2 Receipt

A notice given in accordance with this clause is taken as having been given and received:

- (a) if hand delivered, on delivery;
- (b) if sent by prepaid post, on the sixth business day (in the place of receipt) after posting (if posted to an address in the same country), or the tenth business day (in the place of receipt) after posting (if posted to an address in another country);

- (c) if delivered by email, the earlier of:
- (i) the time the sender receives an automated message from the intended recipient's information system confirming delivery of the email; and
 - (ii) three hours after the time the email is sent (as recorded on the device from which the sender sent the email) unless the sender receives, within that three hour period, an automated message that the email has not been delivered,

but if the delivery or transmission is after 5.00 pm in the place of receipt, or on a day which is a Saturday, Sunday or public holiday in the place of receipt, the notice is taken as having been delivered at 9.00 am on the next day which is not a Saturday, Sunday or public holiday in that place.

13.3 Address of parties

Unless varied by notice in accordance with this clause 13, the parties' addresses and other details are:

Party: Minister

Address: c/ Executive Director, Gaming and Liquor
Justice Services and Regulation
Department of Justice and Community Safety
121 Exhibition Street, Melbourne, Victoria 3000

Email address: gamingandliquor@justice.vic.gov.au

Attention: Executive Director, Gaming and Liquor

Party: Escrow Agent

Attention:

Address:

Email address:

Party: Monitoring Licensee

Attention: Marios Mitromaras, Chief Executive Officer

Address: Level 4, 650 Lorimer Street, Port Melbourne
Victoria 3207

Email: mitromaras@intralot.com.au

14. Assignment

- (a) The Escrow Agent may not assign, novate, transfer or otherwise deal with this Deed or any right under this Deed without the prior written consent of each other party.
- (b) The Monitoring Licensee may only assign, transfer or otherwise deal with this Deed or any right under this Deed:
 - (i) in compliance with clause 36.4(d) of the Monitoring Licence Related Agreement; or
 - (ii) if the Monitoring Licensee assigns, novates or transfers the Licensed IP in accordance with clause 29.8 of the Monitoring Licence Related Agreement, in which case, the Minister and the Escrow Agent agree to consent to the Monitoring Licensee assigning or transferring this Deed to the New Owner (as that term is defined in clause 29.8 of the Monitoring Licence Related Agreement).
- (c) The Minister may assign, transfer or otherwise deal with this Deed or any right or obligation under this Deed without the consent of any other party.

15. General

15.1 Dispute resolution

The dispute resolution proceedings set out in the Monitoring Licence Related Agreement will apply to this Deed.

15.2 Entire agreement

This Deed constitutes the entire agreement between the parties in relation to its subject matter. All prior discussions, undertakings, agreements, representations, warranties and indemnities in relation to that subject matter are replaced by this Deed and have no further effect.

15.3 Order of precedence

In the interpretation of this Deed, to the extent that there is any inconsistency between the provisions of this Deed and the provisions of the Monitoring Licence, the provisions of the Act or the provisions of the Monitoring Licence Related Agreement, then the following descending order of precedence will apply:

- (a) the Act;
- (b) any directions given under the Act;
- (c) the Monitoring Licence;
- (d) the Monitoring Licence Related Agreement; and
- (e) this Deed.

15.4 No merger

The provisions of this Deed will not merge on completion of any transaction contemplated in this Deed and, to the extent any provision has not been fulfilled, will remain in force.

15.5 Variation

This Deed may not be amended or varied unless the amendment or variation is in writing signed by all parties.

15.6 Assignment

No party may assign, transfer or otherwise deal with this Deed or any right under this Deed without the prior written consent of each other party.

15.7 Severability

Part or all of any provision of this Deed that is illegal or unenforceable will be severed from this Deed and will not affect the continued operation of the remaining provisions of this Deed.

15.8 Waiver

- (a) A waiver of any right, power or remedy under this Deed must be in writing signed by the party granting it. A waiver is only effective in relation to the particular obligation or breach in respect of which it is given. It is not to be taken as an implied waiver of any other obligation or breach or as an implied waiver of that obligation or breach in relation to any other occasion.
- (b) The fact that a party fails to do, or delays in doing, something the party is entitled to do under this Deed does not amount to a waiver.

15.9 Rights, remedies additional

Any rights and remedies that a person may have under this Deed are in addition to and do not replace or limit any other rights or remedies that the person may have.

15.10 Further assurances

Each party must do or cause to be done all things necessary or reasonably desirable to give full effect to this Deed and the transactions contemplated by it (including, but not limited to, the execution of documents).

15.11 Costs

Each party must bear its own legal, accounting and other costs for the preparation and execution of this Deed.

15.12 Counterparts and electronic execution

This Deed may be executed electronically and may be executed in any number of counterparts and by the different parties on different counterparts, each of which

constitutes an original of this Deed. All counterparts taken together constitute one and the same instrument.

15.13 Governing law and jurisdiction

This Deed is governed by and construed in accordance with the laws in force in the State of Victoria. The parties submit to the non-exclusive jurisdiction of its courts and courts of appeal from them. The parties will not object to the exercise of jurisdiction by those courts on any basis

Signing page

Executed as a deed.

SIGNED SEALED and DELIVERED by the Honourable Enver Erdogan MLC, Minister for Casino, Gaming and Liquor Regulation for and on behalf of the Crown in right of the State of Victoria

Signature of Minister

EXECUTED by [insert name of Escrow Agent] ABN [insert] in accordance with section 127(3) of the *Corporations Act 2001*:

Signature of Director

Signature of Director/ Company Secretary (delete as applicable)

Name of Director (print)

Name of Director/ Company Secretary (print)

EXECUTED by Intralot Gaming Services Pty Ltd ABN 93 136 875 673 in accordance with section 127(3) of the *Corporations Act 2001*:

Signature of Director

Signature of Director/ Company Secretary (delete as applicable)

Name of Director (print)

Name of Director/ Company Secretary (print)

Schedule 1**1. Fees and charges**

- (a) **Establishment Fee:** \$[insert] plus GST.
- (b) **Annual Fee:** \$[insert] plus GST.
- (c) **Additional Charges:** [insert]
- (d) **Release Fee:** \$[insert] per release, plus GST.
- (e) **Test Release Fee:** \$[insert] per release, plus GST.

2. Insurance

N/A

Schedule 2 Deposit Form

1. Depositor information

Company Name:

Technical Contact:

Email:

Telephone:

2. Software Application information

Product
Name(s)/Versions(s)

Modules:

3. Media information

Medium

Quantity

Label

4. Escrow deposit details

4.1 Compilation

- (a) What hardware is required to compile for each of the components of the Software Application?

(b) What operating system and version is used in the compilation process for each of the components of the Software Application?

(c) What development environment (compilers/linkers/other tools) are necessary to compile each of the components of the Software Application?

(d) List all third party libraries/components that are required to compile each of the components of the software (brand name, version & supplier) and indicate which (if any) are not included in the deposit?

- (e) List all non third party libraries/components that are required to compile each of the components of the software.

- (f) Detail the steps to follow to compile the source code and produce a version of each of the components of the Software Application that runs.

- (g) List all of the files that are created by the compilation process and are needed to successfully run each of the components of the Software Application.

4.2 Running the application

- (a) What hardware is required to successfully run each of the components of the Software Application (if identical to item 4.1(a) please leave blank)?

- (b) What software (in addition to the operating system) is required to successfully run each of the components of the Software Application?

4.3 Documentation

- (a) Please provide an overview of the technical documentation.

- (b) Please provide an overview of the user documentation.

Schedule 8 Pricing Schedule

The table below sets out the fees the Monitoring Licensee may charge Venue Licensees as at the Commencement Date.

As set out in clause 29.4, on each Fee Adjustment Date, all fees will increase by the CPI Adjustment.

Pricing Schedule		
Fee	Description	Amount (excl GST)
Monitoring Services		
Core Monitoring Fee	payable per connected Gaming Machine per day	\$1.95
Single Venue Linked Jackpot Fee	payable per connected Gaming Machine with a single venue linked jackpot facility per day	\$0.49
Multiple Venue Linked Jackpot Fee	payable per connected Gaming Machine with a multiple venue linked jackpot facility per day	\$0.73
Pre-commitment Services		
Pre-Commitment Fee	payable per connected Gaming Machine per day	\$1.11
Other fees		
Deployment Fee	payable for each Gaming Machine deployment	\$130.00

Schedule 9 Required Assets

Site Controllers

Jackpot Controllers

Interface Boards

Jackpot Display Interface Boards

Jackpot System

LAN Network Equipment

WAN Network equipment

Schedule 10 Implementation Completion Tasks

The Implementation Completion Tasks, include, without limitation, the following:

- (a) Completion of the replacement of all components of the Legacy System, other than Re-Used Legacy System Components, with new components / infrastructure at the central point of the Monitoring System and at Venues.
- (b) Decommissioning of all replaced components and infrastructure of the Legacy System, other than Re-Used Legacy System Components.
- (c) Fully operational links to the Commission implemented while the old links from the Legacy Systems are disconnected.

Schedule 11 Functional Requirements at Commencement Date

1. Monitoring Services

The following functional requirements must be achieved on or before Commencement Date:

- (a) Gaming Machines' Metering Baselines are established, including recording the results of Hard Counts;
- (b) live feeds established between the Monitoring System and Legacy Systems (where the Monitoring Licensee requires an interface to some or all of the Legacy Systems);
- (c) connection of all Available Machines in accordance with clause 15.2;
- (d) connection of Available Machines participating in Linked Jackpot Arrangements and Multiple Venue Linked Jackpot Arrangements to equipment for facilitating Linked Jackpot Arrangements and Multiple Venue Linked Jackpot Arrangements which are required by this Monitoring Licence Related Agreement; and
- (e) required APIs connected and communicating in real time with approved Player Account Equipment and the interface between the Pre-commitment System and Player Account Equipment.

2. Pre-commitment Services

The following functional requirements must be achieved on or before the Commencement Date:

- (a) connection and the operation of Pre-commitment Services on all Available Machines and installed Kiosks, to meet the requirements of the Pre-commitment Scope of Services, the Act, the Regulations, the Technical Standards and the BRD;
- (b) the Pre-commitment Website, Player App and Venue Licensees' access to be fully operational with the Pre-commitment System to demonstrate full functionality (as set out in this Monitoring Licence Related Agreement, the Act, the Regulations, the Technical Standards and the BRD) for Players and for Venue Licensee staff;
- (c) Player information and Pre-commitment Data successfully recorded in the Pre-commitment System and successfully displayed on Kiosks and all interactive display screens at Venues and the Melbourne Casino to meet the requirements of this Monitoring Licence Related Agreement, the Act, the Regulations, the Technical Standards and the BRD; and
- (d) The interface between the Pre-commitment System and the Melbourne Casino is connected and communicating in real time, with Pre-commitment Data successfully transmitting between the Pre-commitment System host

Schedule 12 Expert Resolution under clause 28.11

1. Expert determination

- (a) If either party considers that there is a dispute or difference arising out of or relating to:
- (i) agreeing on the specific reasonable terms for the formation of the Support Agreement;
 - (ii) agreeing on the specific reasonable terms for the renewal of the Support Agreement, or
 - (iii) as to the operation or continuation of the Support Agreement
- (Dispute)**
- the parties agree to the procedures set out in this Schedule 12 to resolve the Dispute.
- (b) The party considering that a Dispute has arisen shall send a notice to the other party specifying the nature of the matters in dispute and its proposal for their rectification (**Dispute Notice**). The other party may provide a response to the matters specified and as to its proposal for their rectification.
- (c) The Minister (or the State's Representative) and the Monitoring Licensee will meet within 5 Business Days after service of the Dispute Notice to attempt to resolve the Dispute on a basis consistent with a wish to retain the relationship between the parties.
- (d) If the Minister (or the State's Representative) and the Monitoring Licensee are unable to resolve the Dispute within a period of 5 Business Days either party may refer the Dispute to an expert for determination (**Expert**).

2. Selection of Expert

If within 5 Business Days after the date on which the Dispute is referred to an Expert for determination, the parties are unable to agree upon the appointment of an Expert, the party which sent the Dispute Notice must procure that the President of the Law Institute of Victoria nominate the Expert. The Expert must have a general understanding of the information technology industry area and the nature of the Monitoring Services and Pre-commitment Services and, if specialised knowledge is required, will for this purpose seek independent professional advice and assistance before making their determination, at the parties cost as determined in paragraph 4 of this Schedule 12.

3. Expert Finding

- (a) The Expert will act as an Expert and not as an arbitrator.
- (b) The decision of the Expert will be final and binding on the parties save for manifest errors or in the case of fraud.

- (c) The Expert must commence the process for the resolution of the Dispute within 10 Business Days of being appointed and the Expert will determine the process and the timetable that will apply, to the extent not already laid down in this Schedule, and notify the parties accordingly.
- (d) For the avoidance of doubt, the Expert will, as part of the appointment, be instructed by the parties to determine:
 - (i) the reasonable terms for the formation of the Support Agreement, to the extent that they are not already otherwise agreed;
 - (ii) the reasonable terms for the renewal of the Support Agreement, to the extent that they are not already otherwise agreed, or
 - (iii) any dispute as to the operation or continuation of the Support Agreement.
- (e) Unless otherwise agreed between the parties, the place of resolution of the Dispute will be Melbourne and the parties will be entitled to legal representation before the Expert and the Expert may require the parties to be heard on any matter relating to the Dispute. Within 10 Business Days after the appointment of the Expert, the parties may make written submissions to the Expert and provide the Expert with any relevant supporting material and each party's position as to how the Dispute could be resolved. The Expert will provide any written submissions of one party to the other party after which the parties will each have a further 3 Business Days to make further written submissions.
- (f) No proceedings in respect of a Dispute may be commenced in any Court or Tribunal before the procedures in this Schedule 12 have been followed in full. Furthermore, no request to the Escrow Agent under the Escrow Deed can be made before the procedures in this Schedule 12 have been followed in full and/or in the event the Minister does not comply with the determination made by the Expert.

4. Costs

The parties will each bear their own cost and will contribute equally to the Expert's costs unless the decision of the Expert states otherwise.

Schedule 13 Customer Satisfaction Surveys

1. Venue Operator Satisfaction Survey and Melbourne Casino Operator Satisfaction Survey

1.1 Content and Requirements

- (a) Aspects of the Monitoring Services to be surveyed (for the Venue Operator Satisfaction Survey only) are:
 - (i) satisfaction with information, training, and training materials provided by the Monitoring Licensee;
 - (ii) satisfaction with useability and performance of the Monitoring System;
 - (iii) satisfaction with support services and issue resolution;
 - (iv) satisfaction with data and reporting functions;
 - (v) satisfaction with deployment processes and timelines;
 - (vi) overall satisfaction with the Monitoring System and Monitoring Services; and
 - (vii) any other aspects as agreed between the Monitoring Licensee and the State's Representative.
- (b) Aspects of the Pre-commitment Services to be surveyed are:
 - (i) satisfaction with information and training provided by the Monitoring Licensee;
 - (ii) satisfaction with useability and performance of the Pre-commitment System;
 - (iii) satisfaction with service support and issue resolution;
 - (iv) satisfaction with data and reporting functions;
 - (v) overall satisfaction with the Pre-commitment System and Pre-commitment Services; and
 - (vi) any other aspects as agreed between the Monitoring Licensee and the State's Representative.
- (c) The Venue Operator Satisfaction Survey must be approved by the State's Representative prior to distribution.
- (d) The Venue Operator Satisfaction Survey must be electronically distributed to all Venue Operators in Victoria.
- (e) The Monitoring Licensee must provide a separate survey to the Melbourne Casino Operator covering the aspects of the Pre-commitment Services listed at 1.1(b) only.

1.2 Methodology

The Venue Operator Satisfaction Survey and Melbourne Casino Operator Satisfaction Survey is to be conducted as follows:

- (a) Respondents are to be surveyed on each aspect of the Monitoring Services (for the Venue Operator Satisfaction Survey only) and Pre-commitment Services using a 0 – 10 point satisfaction scale (where 0 means 'extremely dissatisfied' and 10 means 'extremely satisfied').
- (b) Responses to questions using the 10 point satisfaction scale are to be averaged across all respondents and multiplied by 10 to obtain a Customer Satisfaction Index (**CSI**) score out of 100.
- (c) Survey structures and methodologies are to be undertaken and applied in such a manner so as to minimise the chance of bias in the results.
- (d) Independent, qualified market research consultants are to be employed to undertake the surveys.

1.3 Customer satisfaction levels - required benchmarks

The Required Benchmark score for each aspect surveyed is a CSI score of 85/100.

2. Player Satisfaction Survey

2.1 Content and Requirements

- (a) Aspects of the Pre-commitment Services to be surveyed are:
 - (i) satisfaction with player registration and signup processes;
 - (ii) satisfaction with limit setting and limit management processes;
 - (iii) satisfaction with useability and performance of the Pre-commitment Website and Player App;
 - (iv) satisfaction with support services and issue resolution;
 - (v) satisfaction with information, training, and training materials provided by the Monitoring Licensee;
 - (vi) overall satisfaction with the Pre-commitment scheme; and
 - (vii) any other aspects as agreed between the Monitoring Licensee and the State's Representative.
- (b) The Player Satisfaction Survey must be approved by the State's Representative prior to distribution.
- (c) The Player Satisfaction Survey must be electronically distributed to all Players in Victoria.

2.2 Methodology

The Player Satisfaction Survey is to be conducted as follows:

- (a) Respondents are to be surveyed on each aspect using a 0 – 10 point satisfaction scale (where 0 means 'extremely dissatisfied' and 10 means 'extremely satisfied').
- (b) Responses to questions using the 10 point satisfaction scale are to be averaged across all respondents and multiplied by 10 to obtain a Customer Satisfaction Index (**CSI**) score out of 100.
- (c) Survey structures and methodologies are to be undertaken and applied in such a manner so as to minimise the chance of bias in the results.
- (d) Independent, qualified market research consultants are to be employed to undertake the surveys.

2.3 Customer satisfaction levels - required benchmarks

The Required Benchmark score for each aspect surveyed is a CSI score of 85/100.