



Victorian Government
Solicitor's Office

Monitoring Licence - *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 the right of the State of Victoria**

Intralot Gaming Services Pty Ltd

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Date: 21/04/2026

The Honourable Enver Erdogan MLC, Minister for Casino, Gaming and Liquor Regulation for and on behalf of the Crown in the 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. Under Part 4 of Chapter 3 of the Act, the Minister may issue one licence for the provision of Monitoring Services in the State of Victoria.
- B. The Minister has called for the expression of interest in the issue of such a licence, and has subsequently invited short-listed respondents to apply for a licence to provide Monitoring Services and Pre-commitment Services.
- C. Following consideration of applications for such a licence, the Minister has determined under section 3.4.44 of the Act to grant the application of the Monitoring Licensee and in accordance with section 3.4.46 of the Act, to issue this Monitoring Licence.
- D. Under section 3.4.48 of the Act, the Minister may refuse to issue the licence unless the applicant or any other person requested by the Minister (or both) enters into one or more agreements with the Minister, or a person nominated by the Minister, dealing with matters related to the licence. Accordingly, the Minister and the Monitoring Licensee have entered into the Monitoring Licence Related Agreement.
- E. Under section 3.4.47 of the Act, the Minister may impose any conditions the Minister thinks fit on the licence. Accordingly, the Minister issues the Monitoring Licence to the Monitoring Licensee on the conditions set out in this document.

Conditions

1. Definitions and interpretation

1.1 Definitions

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

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

Agent means a person appointed by the Monitoring Licensee in accordance with section 3.4.54 of the Act as an agent to assist the Monitoring Licensee in the provision of the Monitoring Services or Pre-commitment Services.

Ancillary Documentation means the Deed of Guarantee and the Tripartite Deeds.

Ancillary Services means those services as may be provided to a Venue Licensee associated with the Conduct of Gaming that are outside the scope of what constitutes Monitoring Services or Pre-commitment Services.

Ancillary Services Provider means a person that provides Ancillary Services.

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

Casual Player means a person who accesses the Pre-Commitment System for the purposes of Gaming in a Gaming Venue but who is not, and who has not requested to be, registered with an account on the Pre-Commitment System that contains Personal Information about that person.

Commencement Date means the date the Monitoring Licence is in effect from, as specified in clause 2.2 of this Monitoring Licence.

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).

Contractor means a person who is engaged by the Monitoring Licensee in accordance with section 3.4.54 of the Act, to assist the Monitoring Licensee in the provision of the Monitoring Services or Pre-commitment Services.

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)*.

Criminal Charge or Conviction means the Monitoring Licensee or an Executive Officer has been charged with or convicted of an offence of the kind referred to in section 3.4.59G(1) of the Act.

Deed of Guarantee means the deed of guarantee for the obligations of the Monitoring Licensee under this Monitoring Licence and the Related Agreements provided by the relevant ultimate holding company or Related Body Corporate of the Monitoring Licensee (as determined by the Minister) in favour of the Minister in accordance with clause 6.1 of this Monitoring Licence and clause 3 of the Monitoring Licence Related Agreement and attached as Schedule 6 of the Monitoring Licence Related Agreement.

Disclosure Notice has the meaning given to that term in clause 9.5 of this Monitoring Licence.

Encumber or 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, security interest or interest in the nature of a security interest.

Escrow Agent means the escrow agent nominated by the Commission by written notice to the Monitoring Licensee.

Escrow Deed means a deed between the Monitoring Licensee, the Minister and the Escrow Agent substantially in the form set out in Schedule 7 of the Monitoring Licence Related Agreement.

Expiry Date has the meaning given to that term in clause 2.2 of this Monitoring Licence.

Financial Default means the happening of any of these events:

- (a) the Monitoring Licensee becomes insolvent as defined in the Corporations Act, states that it is insolvent or is presumed to be insolvent under an applicable law;
- (a) the Monitoring Licensee is wound up, dissolved or deregistered;
- (b) the Monitoring Licensee becomes insolvent under administration as defined in the Corporations Act;
- (c) 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 Monitoring Licensee's assets or undertaking;
- (d) the Monitoring Licensee enters into or becomes subject to:
 - (i) any arrangement or composition with its creditors generally or any assignment for the benefit of its creditors generally; or
 - (ii) any reorganisation, moratorium, deed of company arrangement or other administration involving its creditors generally;
- (e) an order is made, resolution passed, proposal put forward, or any other action taken which would result in any of (a), (b), (c) or (d) above;
- (f) 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.

Government Agency means the State, the Commonwealth of Australia or any government, semi-governmental, judicial, municipal, statutory, public or administrative entity, agency or authority and includes a Minister of the Crown (in any right), a statutory corporation, including the Commission, a State-owned corporation, a self regulatory authority established under statute or a stock exchange (wherever created or located).

Issue Date has the meaning given to that term in clause 2.1 of this Monitoring Licence.

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, codes, directions or similar provisions of a Government Agency which have the force of law.

Material Agent or Contractor means those Agents and Contractors as determined by the Minister, which Agents and Contractors may include, without limitation, Agents or Contractors retained by the Monitoring Licensee to provide products or services in respect of Software (including licensing of Software and Software development or maintenance), hardware and hardware facilities (including hardware maintenance and facilities management), data storage, data management, data communications and installation, cloud-based services, leases and licences of premises and other access rights.

Melbourne Casino has the meaning that it has in the Agreement that is scheduled to the *Casino (Management Agreement) Act 1993* (Vic).

Melbourne Casino Operator means the casino operator of the Melbourne Casino as licensed under the *Casino Control Act 1991* (Vic).

Modern Slavery Laws means:

- (a) Divisions 270 and 271 of the *Criminal Code Act 1995* (Cth);
- (b) the *Modern Slavery Act 2018* (Cth); and

any other Law in force in Australia (and, where relevant, in other jurisdictions) which prohibits human trafficking, slavery, slavery-like behaviour, servitude, forced labour, child labour, debt bondage or deceptive recruiting for labour or services (or similar), or requires reporting or any other action in relation to the risks of any of those activities.

Monitoring Licence means this licence issued under the Act by the Minister to authorise the provision of the Monitoring Services.

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

Monitoring Scope of Services means the monitoring services requirements, to be met and carried out by the Monitoring Licensee, as set out in Part A of Schedule 5 of the Monitoring Licence Related Agreement (as altered from time to time in accordance with the Monitoring Licence Related Agreement).

Monitoring Services means the doing of all things specified in section 3.4.4(1) of the Act in accordance with the Act, this Monitoring Licence and the Monitoring Licence Related Agreement.

Monitoring Services Provider means a person appointed by the Commission to provide the Monitoring Services in accordance with section 3.4.59LG of the Act.

Monitoring System means the electronic monitoring system and equipment referred to in and used for the purposes set out in section 3.4.4 of the Act and any equipment for the purpose of facilitating Linked Jackpot Arrangements and the facilitation of Multiple Venue Linked Jackpot Arrangements and includes, without limitation, all adaptations, modifications, enhancements to that system and equipment made at any time during the Term.

Personal Information means information or an opinion (including information or an opinion forming part of a database), that is recorded in any form and whether true or not, about an individual whose identity is apparent, or can reasonably be ascertained, from the information or opinion.

Player means a Registered Player or a Casual Player.

Pre-commitment Scope of Services means the pre-commitment services requirements, to be met and carried out by the Monitoring Licensee, as set out in Part B of Schedule 5 of the Monitoring Licence Related Agreement (as altered from time to time in accordance with the Monitoring Licence Related Agreement).

Pre-commitment Services has the meaning given to that term in section 1.3 of the Act as those services are required to be provided under the Act, this Monitoring Licence and the Monitoring Licence Related Agreement.

Pre-commitment System has the meaning given to that term in section 3.8A.1 of the Act as that system is required to be provided under the Monitoring Licence Related Agreement.

Premium Payment means the amount payable under section 3.4.52A of the Act as specified in clause 3 of this Monitoring Licence.

Privacy Laws means the *Privacy Act 1988* (Cth), the *Privacy and Data Protection Act 2014* (Vic) and all other Laws in force in Australia (and, where relevant, in other jurisdictions) which relate to the protection of Personal Information.

Registered Player means a person who requests to be registered, or who is registered, with an account on the Pre-commitment System that contains Personal Information about that person, for the purposes of Gaming in a Gaming Venue.

Regulations means any regulations made under the Act.

Related Agreements means the Monitoring Licence Related Agreement, the Ancillary Documentation, the Escrow Deed, the Jackpot Financial Administration Services Agreements, the Trust Deed and any additional agreements dealing with matters relating to this Monitoring Licence or the provision of Monitoring Services or Pre-commitment Services that the Minister requires to be entered into pursuant to sections 3.4.48A, 3.4A.11A, 3.8A.15 and 3.8A.16 or any other provision of the Act with the Minister or a person nominated by the Minister, the Monitoring Licensee and, if applicable, others from time to time.

Related Body Corporate has the meaning given to that term in section 9 of the Corporations Act and refers to any corporation of that kind whenever it becomes related.

Services Term means the period of time from the Commencement Date until the Expiry Date.

Software means all software required to operate the Systems and includes any Updates.

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

State's Representative means the person appointed from time to time to the position of State's Representative by the Minister under clause 47.2 of the Monitoring Licence Related Agreement.

Systems means the Monitoring System and the Pre-commitment System.

Technical Standards means any standards that the Commission may make or amend in relation to the Systems under sections 10.1.5A to 10.1.5C of the Act.

Term means the period of time from the Issue Date until the Expiry Date.

Tripartite Deed means the tripartite deeds (if any) referred to in clause 6.2 of this Monitoring Licence to be entered into by the Monitoring Licensee, the Minister and various third parties in accordance with clause 10.2 of this Monitoring Licence.

Trust Deed means each trust deed to be entered into by the Monitoring Licensee and each Venue Operator who wishes to participate in Multiple Venue Linked Jackpot Arrangements, in a form acceptable to the Minister.

Update means a new release or new version of a Software module or any patch, update or enhancement to any Software module that is made by or on behalf of, or for the benefit of, the Monitoring Licensee during the Term.

Venue means an approved venue as defined in section 1.3 of the Act.

Venue Conditions has the meaning given to that term in clause 7.1(a) of this Monitoring Licence.

Venue Licensee means a Venue Operator that holds Gaming Machine Entitlements under the Act or the Melbourne Casino Operator.

1.2 Interpretation

- (a) A provision of this Monitoring Licence must not be construed to the disadvantage of a party merely because that party was responsible for the preparation of this Monitoring Licence or the inclusion of the provision in this Monitoring Licence.
- (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 Monitoring Licence, 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 this Monitoring Licence include references to all the schedules and annexures in this Licence;
- (ii) references to parties, clauses, paragraphs, schedules, or annexures in this Monitoring Licence are references to parties, clauses, paragraphs, schedules and annexures of and to this Monitoring Licence;
- (iii) references to any document or agreement (including, this Monitoring Licence) 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) to the extent used in this Monitoring Licence, all accounting terms used in this Monitoring Licence 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, that obligation or liability is not to be limited or affected by an obligation or liability imposed in another provision of this Monitoring Licence 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, 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 this 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; and
 - (xvii) where in this Monitoring Licence 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.
- (e) If a Government Agency referred to in this Monitoring Licence:
- (i) is reconstituted, renamed or replaced, or if its power or functions are transferred to another entity, this Monitoring Licence is deemed to refer to that new entity; or
 - (ii) ceases to exist, this Monitoring Licence is deemed to refer to that entity which serves substantially the same purpose or object as the former entity.

2. Monitoring Licence

2.1 Issue of Monitoring Licence

Under section 3.4.46 of the Act, the Minister issues this Monitoring Licence on the date specified on the first page of this Monitoring Licence (**Issue Date**) to Intralot Gaming Services Pty Ltd (ABN 93 136 875 673) of Level 4, 650 Lorimer Street, Port Melbourne Victoria 3207 (**Monitoring Licensee**).

2.2 Term

This Monitoring Licence will be in effect from 12:01 am on 16 August 2027 (**Commencement Date**) until the earlier of:

- (a) 11:59 pm on 15 August 2042;
- (b) the date on which the Monitoring Licence is cancelled in accordance with the Act; and
- (c) the date on which the Monitoring Licence is surrendered in accordance with the Monitoring Licence Related Agreement

(**Expiry Date**).

2.3 Authorisation

The Monitoring Licensee is authorised by this Monitoring Licence to perform the Monitoring Services and Pre-commitment Services for the Services Term, subject to the terms and conditions set out in this Monitoring Licence, the Related Agreements, the Technical Standards, the Act and any Regulations.

2.4 Dealing with Monitoring Licence

This Monitoring Licence cannot be transferred, assigned, sub-licensed, novated or amended by the Monitoring Licensee except in accordance with the Act and the conditions set out in this Monitoring Licence and the Related Agreements.

2.5 Conduct of Monitoring Licensee

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 Services Providers and any other persons who have entered into Related Agreements with the Monitoring Licensee.

3. Premium Payment

- (a) As consideration for this Monitoring Licence, the Monitoring Licensee will pay the Premium Payment to the State as set out in this clause 3.
- (b) In accordance with section 3.4.52A of the Act, the Minister has determined the Premium Payment to be an amount of \$141 million payable to the State by no later than 26 June 2026.
- (c) The Monitoring Licensee must pay to the State the Premium Payment determined and required under, and by the date specified under, clause 3(b) of this Monitoring Licence.
- (d) The Monitoring Licensee is not entitled to apply for or receive a refund of all or part of the Premium Payment if the Minister amends, suspends or cancels this Monitoring Licence in accordance with the Act.

4. Authorisation of Preparatory Action

In accordance with section 3.4.52 of the Act, the Monitoring Licensee is authorised to undertake the Preparatory Action set out in Schedule 3 of the Monitoring Licence Related Agreement on and from the Issue Date, notwithstanding such activity occurs before the Commencement Date.

5. Monitoring Services and Pre-commitment Services

The Monitoring Licensee must:

- (a) on and from the Issue Date undertake and complete the Preparatory Action prior to the Commencement Date;
- (b) provide, operate and maintain the Monitoring System, conduct the Monitoring Services and carry out such other things as may be necessary to ensure the continuous and uninterrupted operation of the Monitoring System and the provision of the Monitoring Services throughout the Services Term in accordance with the Act, the Regulations, this Monitoring

Licence, the Monitoring Licence Related Agreement and the Technical Standards; and

- (c) provide, operate and maintain the Pre-commitment System, conduct the Pre-commitment Services and carry out such things as may be necessary to ensure the continuous and uninterrupted operation of the Pre-commitment System and the provision of Pre-commitment Services throughout the Services Term in accordance with the Act, the Regulations, this Monitoring Licence, the Monitoring Licence Related Agreement and the Technical Standards.

6. Ancillary Documentation

6.1 Deed of Guarantee

On or prior to the Issue Date and as a condition precedent to the issue of the Monitoring Licence, the Monitoring Licensee must provide to the Minister the duly executed Deed of Guarantee, in accordance with clause 3 of the Monitoring Licence Related Agreement:

6.2 Tripartite Deed

The Monitoring Licensee must, from time to time and upon request from the Minister in accordance with clause 10.2 of this Monitoring Licence, deliver copies of any Tripartite Deed executed by all parties other than the Minister in a form acceptable to the Minister.

6.3 Monitoring Licensee's obligations continue

The Minister's ability to exercise the Minister's rights under any Ancillary Documentation does not relieve the Monitoring Licensee from its obligations under the Monitoring Licence, the Related Agreements and the Act.

7. Conditions and agreements with Venue Operators and the Melbourne Casino Operator

7.1 Standard venue conditions

- (a) The Minister may determine under:
 - (i) section 3.4A.4B of the Act, standard monitoring-related conditions; and
 - (ii) section 3.8A.19A of the Act, standard pre-commitment conditions (together, **Venue Conditions**).
- (b) The Monitoring Licensee must co-operate with Venue Operators and otherwise comply with the obligations that are imposed upon the Monitoring Licensee under the Venue Conditions as made or varied from time to time under the Act.

7.2 Agreement with Melbourne Casino Operator

The Monitoring Licensee must enter into an agreement with the Melbourne Casino Operator that meets the requirements of any direction of the Minister under section 3.8A.15 of the Act.

7.3 Jackpot Financial Administration Services Agreement and Trust Deed

- (a) Prior to providing any Jackpot Financial Administration Services to a Venue Operator, the Monitoring Licensee must enter into a Jackpot Financial Administration Services Agreement and Trust Deed with the Venue Operator that:
 - (i) is in a form approved by the Commission; and
 - (ii) meets the requirements of any direction of the Minister under section 3.4.48A of the Act.
- (b) The Monitoring Licensee must use all reasonable endeavours to enter into a Jackpot Financial Administration Services Agreement and Trust Deed with each Venue Operator that requests to enter into such an agreement and is willing and able to enter into such an agreement as soon as practicable after any such request.

8. Fees the Monitoring Licensee may charge

- (a) The Monitoring Licensee must not charge any fee, cost, expense or other amount to a Venue Operator for the provision of Monitoring Services or Pre-commitment Services except in accordance with the Monitoring Licence Related Agreement and the Venue Conditions.
- (b) The Monitoring Licensee must not charge any fee, cost or expense or other amount to the Melbourne Casino Operator for the provision of Pre-commitment Services except in accordance with the Monitoring Licence Related Agreement and any agreement entered into in accordance with clause 7.2 of this Monitoring Licence.

9. Compliance

9.1 Compliance with Law and Monitoring Licence

- (a) The Monitoring Licensee must comply with the Act, the Regulations and all other applicable Law and must comply with the conditions of this Monitoring Licence.
- (b) Without limiting clause 9.1(a), to the extent applicable the Monitoring Licensee must comply with:
 - (i) the *Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (Cth)*;
 - (ii) Privacy Laws; and
 - (iii) Modern Slavery Laws.

9.2 Compliance with Related Agreements

- (a) The Monitoring Licensee must comply with all of the provisions of the Related Agreements.
- (b) A breach by the Monitoring Licensee of any provision of any of the Related Agreements is deemed to be a breach of this Monitoring Licence.

9.3 Compliance with directions

The Monitoring Licensee must promptly observe and comply with any lawful direction given by the Minister, the State's Representative or the Commission.

9.4 Physical place of business and Systems

- (a) The Monitoring Licensee must maintain a physical place of business in Victoria throughout the Term.
- (b) The Monitoring Licensee must:
 - (i) ensure that the whole of the Monitoring System and the Pre-commitment System is located in Australia throughout the Term, unless otherwise approved by the Commission; and
 - (ii) advise the Commission of the location of the Monitoring System and Pre-commitment System throughout the Term.
- (c) The Monitoring Licensee must advise the Commission, in writing, of any change of address of the physical place of business or the location of the Monitoring System or the Pre-commitment System at least 10 Business Days before any such change.

9.5 Continuous disclosure obligation

- (a) For the duration of the Term, the Monitoring Licensee must give the Commission written notice (**Disclosure Notice**) as soon as possible and in any event no later than 24 hours (whichever is the shorter period) on becoming aware of each event constituted by any of the following:
 - (i) Financial Default;
 - (ii) Criminal Charge or Conviction; and
 - (iii) a breach of a provision of the Act or a term of this Monitoring Licence or any Related Agreements.
- (b) The Monitoring Licensee must cause to be included in the Disclosure Notice all material particulars relevant to the event the subject of the Disclosure Notice, including:
 - (i) any matters which in the opinion of the Monitoring Licensee are capable of cure or remedy;
 - (ii) the steps that the Monitoring Licensee proposes to take to cure or remedy those matters; and

- (iii) the time frame that is estimated to be required to properly effect the steps for the proposed cure or remedy,

and the Monitoring Licensee must also provide such further information as the Commission may request in relation to the Disclosure Notice or any other matter considered relevant by the Commission in its absolute discretion.

10. Appointment of Agents and Contractors

10.1 Authority

- (a) The Monitoring Licensee is authorised to appoint Agents and engage Contractors to assist in the provision of Monitoring Services or Pre-commitment Services but is not authorised to engage or appoint an Agent or Contractor to undertake activities which in the Minister's or Commission's opinion:
 - (i) means that the Agent or Contractor rather than the Monitoring Licensee is effectively providing Monitoring Services or Pre-commitment Services; or
 - (ii) jeopardises the integrity, probity or provision of the Monitoring Services or Pre-commitment Services.
- (b) Anything an Agent or Contractor does or fails to do, in acting for or on behalf of the Monitoring Licensee or in assisting the Monitoring Licensee in the provision of Monitoring Services or Pre-commitment Services, which would be a breach of this Monitoring Licence if done or failed to be done by the Monitoring Licensee, constitutes a breach of this Monitoring Licence by the Monitoring Licensee.
- (c) A Monitoring Services Provider appointed by the Monitoring Licensee as an Agent of the Monitoring Licensee under the Monitoring Licence Related Agreement is authorised to do anything an Agent may lawfully do under the Act, in accordance with the Monitoring Licence Related Agreement, notwithstanding clause 10.1(a) of this Licence.

10.2 Tripartite Deed

- (a) The Monitoring Licensee must provide the Minister with a list of each Agent or Contractor engaged by the Monitoring Licensee at the Commencement Date, and at the following times after the Commencement Date:
 - (i) as soon as practicable (and no later than 5 Business Days) after a new Agent or Contractor is appointed by the Monitoring Licensee; and
 - (ii) on request by the Minister.
- (b) Upon request from the Minister, the Monitoring Licensee must procure all Material Agents or Contractors to enter into a Tripartite Deed with the Minister and Monitoring Licensee in a form approved by the Minister.
- (c) If, after making reasonable attempts to do so, the Monitoring Licensee cannot procure entry into a Tripartite Deed by a Material Agent or

Contractor as required under clause 10.2(b) of this Monitoring Licence, the Minister, upon request from the Monitoring Licensee, may (in their absolute discretion) release the Monitoring Licensee from its obligation in clause 10.2(b) of this Monitoring Licence, if the State is able to otherwise satisfactorily procure the services from the relevant Material Agent or Contractor.

- (d) Upon request from the Minister, the Monitoring Licensee must deliver to the Minister copies of any Tripartite Deed executed by all parties other than the Minister.

11. General

11.1 The Act prevails

- (a) In the interpretation of this Monitoring Licence, to the extent that there is any inconsistency between the provisions of the Monitoring Licence, the provisions of the Act, the provisions of any of the Related Agreements, or a provision of any of the Technical Standards then the following descending order of precedence will apply:
- (i) the Act and any Regulations;
 - (ii) any directions given under the Act;
 - (iii) the Monitoring Licence;
 - (iv) the Monitoring Licence Related Agreement;
 - (v) the Related Agreements other than the Monitoring Licence Related Agreement;
 - (vi) the Technical Standards.
- (b) The Monitoring Licence will be interpreted and construed to the greatest extent possible to protect its validity under the Act.

11.2 Severability

If anything in this Monitoring Licence or the Related Agreements is unenforceable, illegal or void then it is severed to the extent necessary to give this Monitoring Licence full force and effect and the remainder of this Monitoring Licence or relevant Related Agreements (as applicable) will remain in force and effect.

11.3 Surviving provisions

- (a) All clauses that by their nature survive expiration or cancellation of this Monitoring Licence will remain in full force, which include without limitation and for the avoidance of doubt, clauses 3 (Premium Payment) and 11 (General) of this Monitoring Licence.
- (b) Any rights or obligations accrued prior to the expiration or termination of this Monitoring Licence survive the expiration or termination of this Monitoring Licence.

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



Signature of Witness



Signature of the Minister

CHRISTOPHER JERVIS
Name of Witness
(BLOCK LETTERS)

21/4/2026
Date