

# Appendix 5 to Framework Agreement LEIA-22-09 PRICE MODEL AND PAYMENT TERMS

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#### 1 PRICING

#### 1.1 Definition of GGR

GGR, Gross Gaming Revenue for invoice calculation, is defined as:

(Total Wager - Bonus Wager - Real Jackpot Contribution) - (Total Win - Bonus Win - Total Jackpot Win)

When additional marketing funds from the Customer are added to the monetary prizes, the added funds will be subtracted from the total GGR. When non-monetary prizes are used (e.g. physical merchandise and digital services), the purchase value shall be used. Non-monetary prizes used in play-for-free tournaments or other stake-free competitions are considered.

# 1.2 Revenue Share (%)

The compensation payable for Library game Call-offs under the Framework Agreement is based on a revenue share model. The revenue share(s) shall be provided in Appendix 5 part 2.

Supplier's share of the revenue shall cover all elements and deliverables related to work to be performed by Supplier in accordance with the Framework Agreement and the subsequent call-offs, including but not limited to preliminaries, operational costs, hardware, software, licenses, design, engineering, necessary integrations, adjustments, and customizations.

Examples of adjustments and customizations:

- 1. Regulatory compliance
- 2. Translation of texts and central commands (help texts, button panel, etc.)
- 3. Skinning of game interface

When a top prize is won by a player, the return to player for that game may be higher than the theoretical RTP. In the long run, the total RTP will even out since the weeks with no high prize payout will have a lower RTP than the theoretical RTP. If the game has a negative GGR during a month, the negative amount will be deducted the next month from the GGR invoice the month after if the total revenue share is negative.

The calculation of revenue shares shall be performed per game and accumulated per lottery.

The revenue share will be payable from the commencement date, cf clause 2.1.5 of the conditions of the Operational Service Agreement (OSA).

# 1.3 OPTION Pricing of Call-offs to Research and Development agreement

The Compensation of work carried out under the research and development agreement the Customer and the Supplier may, agree on a compensation on time and material basis, a fixed total price offer or a combination of fixed price and revenue share. The Customer and Supplier may decide on the terms for each call-off to the research and development agreement. If time and material is used. The work shall be compensated in accordance with the hourly rates stated in Appendix 5 part 2.

For hourly rates in Appendix 5 part 2, the following assumptions apply:

- The hourly rate also applies to any work performed outside normal working hours.
- The Supplier cannot invoice travel time to/from LEIA's office at Hamar or any of the LEIA lotteries head-offices.

 Any travel, diet and accommodation expenses are covered within the framework of the government rates.

For hourly rates in Appendix 5 part 2, the following definitions of the skill categories apply:

#### Consultant:

- Relevant experience base is < 2 years.
- Can carry out a broad portfolio of work, which at times is complex and not routine tasks.
   Can work in varying environments.
- Demonstrate an analytical and systematic access to task solving. Has effective communication skills. Planning and monitoring own work, and if necessary, others', within for one whose time horizon.

### Senior Consultant:

- Relevant experience base is 2-6 years.
- Can carry out a broad portfolio of complex technical or professional activities in varying contexts.
- Choose between available methods and tools for problem solving. Communicates fluent
  and disseminates technical information to different target groups. Planning your own and
  others' work according to given time and quality goals. Follows new methods and their
  application.

# Chief Consultant/Expert:

- Relevant experience base is > 6 years.
- Can carry out a large scope of varying complex technical business tasks. The work requires
  the application of fundamental principles in broad and often unpredictable contexts.
  Understands the connection between specialization and customer requirements.
- Advisor on methods, standards, and tools in its own area. Analyzes, diagnoses, designs, plans and evaluates the work of time, costs and quality measures. Communicates effectively formally and informal with colleagues, customers, and employees. Has a clear understanding of the relationship between your own area of responsibility and the rest of the organization. Follow new methods and advise the customer on, where these can be used with Advantage.

For operation of Customized Developed content LEIA is requesting the Supplier to propose an operational model in Appendix 5 part 2.

# 2 PRICING PRINCIPLES

All hourly rates should be fixed until 01/01/2025. After this, Supplier may request annual regulation in accordance with the consumer price index in Norway provided by SSB - Statistics Norway. The basis for the calculation of the consumer price index is date of signed agreement. Changing prices will not affect call-offs that have already begun.

All other rates should be fixed for the duration of the contract.

In the event of any changes to laws or regulations that lead to changes in tax or public taxes, the prices in this Agreement will be amended accordingly. Any public fees incurred due to changes as mentioned are covered by LEIA.

# 3 PAYMENT TERMS

For all purchases, invoicing shall take place in arrears per quarter, and billing shall apply to the time elapsed from the start of the performance of the Service to the time of invoicing. For purchases based on Hourly rates, detailed time sheet for the period covered by the invoice should be sent together with invoice. Timesheets are to be approved by the customer before

invoices are paid. Billing subject to all hours being charged for the month in question. Failure to invoice accrued hours completed for one month cannot be included in the next clearing, with unless special reasons for the delay can be documented.

In the event of a fixed-price cancellation, the payment method can be agreed in more detail in form or the cancellation agreement within the framework agreement. As a general rule, payment must be made on delivery with 30 days due. Other payment methods may be agreed separately.

The supplier is responsible for sending the specified invoice to LEIA. Invoice should be is marked with:

- Agreement reference number:
- Call-off number
- Name of the person responsible for the call-off in LEIA

Payment shall be made in accordance with the correctly marked invoice per 30 (thirty) calendar days. The supplier's invoices shall be specified and documented so that LEIA can easily check the invoice in relation to the agreed consideration. Expenses shall be specified separately.

Invoices that do not contain reference to agreement number, cancellation number, and name of the responsible for LEIA will be returned.

The supplier shall be able to deliver invoices and all substrates in electronic form, primarily in XML format, secondary PDF.