



FRAMEWORK AGREEMENT FOR PURCHASE OF PRODUCT AND SERVICES

between

LOTTERIES ENTERTAINMENT INNOVATION ALLIANCE AS

Corporate registration no. 921756763
(hereinafter referred to as LEIA)

and

Supplier

Corporate registration no.
(Hereinafter referred to as the Supplier)

concerning

RGS Content agreement

With reference

LEIA-22-09

Duration of the agreement

Date effective: TBD

Valid until: TBD

Option for extension: Yes

No

Place/date:

Place/date:

LEIA AS
NAME/TITLE

Supplier
NAME/TITLE

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1 THE AGREEMENT

This agreement is a framework agreement between LEIA and the Supplier for the delivery of goods and/or services as described in appendices 1 and 2.

The agreement comprises this framework agreement and the following appendices and attachments:

Appendix	Description	Appended to this contract:	
		Yes	No
Appendix 1	LEIA's specification of requirements	x	
Appendix1 Attachment A-E	The LEIA lotteries specification of requirements including game rules (one attachment plus appendixes per lottery)	x	
Appendix 1 Attachment F	Description of the Interactive Factory architecture and API's	x	
Appendix 1 Attachment G	LEIA Content delivery model	x	
Appendix 1 Attachment H	Description of optional bespoke games	x	
Appendix 1 Attachment I	Responsibility matrix between LEIA, IGaming Supplier and ITF Integration supplier	x	
Appendix 2	The Supplier's solution specification	x	
Appendix 3	Procedures terms and conditions for issuing assignment agreements under the Framework Agreement	x	
Appendix 3 Attachment A	Call-off for Operational service agreement	x	
Appendix 3 Attachment B	Template for Call-offs for library games	x	
Appendix 3 Attachment C	Template for Call-Offs of development capacity -SSA O	x	
Appendix 4	Administrative provisions	x	
Appendix 5 (part 1)	Price and pricing provisions	x	
Appendix 5 (part 2)	Price matrix	x	
Appendix 5 (part 3)	Suppliers catalogue	x	
Appendix 6	Changes after the signing of the Agreement	x	
Appendix 7	LEIA code of conduct	x	
Appendix 8	Declaration of confidentiality for external contracts	x	
Appendix 9	Data Processor Agreement	x	
Appendix 9-1	Data Processor Agreement Appendixes	x	

This framework agreement applies to the general relationship between LEIA and the Supplier.

This framework agreement grants LEIA the right but does not oblige it to place call-off orders with the Supplier. LEIA is not obliged to purchase goods and/or services of a given scope

during the duration of the framework agreement. Nor is the framework agreement exclusive, and LEIA is free to purchase equivalent goods/services from other suppliers during the duration of the agreement.

Appendices and any call-off agreement take priority over this framework agreement only in cases where it is expressly stated in the appendix in question and/or the call-off agreement which sections of this framework agreement are deviated from. Appendix 6 take precedence over the framework agreement and appendices 1-5 and 7-9 insofar as it is expressly stated which sections are deviated from and in what regard. LEIA's requirements take precedence over the Supplier's specifications, unless it is expressly stated in the Supplier's specification that it deviates from LEIA's requirements on the specified point.

Agreements take precedence over the minutes of meetings, notes and similar documents that are drawn up during the duration of the agreement.

In the case of special call-offs, it may be necessary to use agreement provisions that are more specific than those set out in this agreement. Appendix 3 provides an overview of which agreements are applicable as call-off agreements.

2 ORDERING (CALL-OFFS)

Call-offs made under this framework agreement shall occur in accordance with the provisions set out in appendix 3. If appendix 3 does not regulate this, then call-offs shall occur by means of LEIA sending a written order to the Supplier in which it is set out which goods/services are to be ordered. When necessary, LEIA shall also simultaneously specify the requirements for the goods and services ordered.

The Supplier shall provide written confirmation as soon as possible that the order has been received and will be executed. The Supplier is obliged to comply with the order issued by LEIA. Nevertheless, if the Supplier is unable to fulfil the order, the Supplier shall provide notification of this as soon as possible, together with a statement outlining why the order cannot be delivered as requested.

If a confirmation from the Supplier deviates from the order, this shall be considered as a new quotation and shall not be binding on LEIA until its acceptance.

The call-off agreement shall only become binding for LEIA once the agreement is signed by an authorised member of staff in accordance with appendix 4, unless otherwise agreed in appendix 4.

3 PRICE

The pricing of order shall be in accordance with the principles set out in appendix 5. The same shall apply to the terms of payment.

4 AGREEMENT CONTACT PERSONS

It shall be set out in appendix 4 which staff employed by LEIA and the Supplier are authorised to place orders and issue confirmations. Each party must notify the counterparty in writing of any changes in relation to this section.

5 BREACHES, TERMINATION AND COMPENSATION

Breaches of this agreement include, among other things, the failure to confirm an order within a reasonable time, the failure to deliver, delayed delivery, defective delivery, and a failure to comply with the pricing principles. In the event of a breach of this agreement, LEIA may demand compensation for its losses. Loss in this regard include, among other things, additional costs of purchasing replacement goods, and if the framework agreement is terminated then the cost of holding any necessary tendering competition for the award of a new framework agreement.

In the event of a material breach of this framework agreement, LEIA may terminate the framework agreement. Material breaches of individual call-off orders are considered to be material breaches of this framework agreement in this regard.

The termination of the framework agreement shall have no effect on call-off orders that have been placed unless it is expressly stated that such a termination applies to one or more such orders.

6 LEIA SUPPLIERS' CODE OF CONDUCT

LEIA AS requires all goods and services procured from suppliers not to contravene any applicable laws and regulations¹, and they must comply with LEIA's Code of Conduct. LEIA's suppliers and contracting parties, including sub-contractors, must therefore respect basic environmental requirements, human rights, and workers' rights. The Supplier hereby accepts LEIA's Code of Conduct in accordance with appendix 7.

7 LIABILITY FOR SUBCONTRACTORS AND THIRD PARTIES

If either party engages third parties or subcontractors to perform duties arising from this agreement, the relevant party is wholly liable for the performance of these duties in the same way as if the party in question was responsible for the performance of said duties itself.

8 CONFIDENTIALITY AND SECURITY

The Supplier undertakes to sign and comply with appendix 8 of the agreement - the non-disclosure agreement for external parties.

9 DURATION AND TERMINATION

The duration of this framework agreement is stated on the first page of the agreement.

Termination of this framework agreement shall have no effect on incomplete call-off orders that have been placed unless it is expressly stated that such a termination applies to one or more such call-off orders.

LEIA may extend this agreement by a further 1 year. LEIA must notify the Supplier in writing of its wish to take up this option no later than 6 months prior to the expiry of the duration of the agreement.

LEIA may terminate the agreement by giving 6 months' written notice.

¹ Including legislation in the delivery's country of origin and the country in which it is processed.

The provisions of the framework agreement shall also apply to call-off order agreements following the expiry of the framework agreement.

10 COPYRIGHT AND RIGHT OF OWNERSHIP

Both parties retain the rights to their own intellectual property. Unless otherwise agreed in the call-off, right of ownership, copyright and other relevant material and intellectual property rights developed specifically for LEIA under the agreement shall be assigned to LEIA, subject to the limitations set out in absolute laws.

LEIA shall not acquire intellectual property rights to goods purchased under this agreement unless the goods have been specifically developed for LEIA.

Such rights also encompass the right to make amendments and reassign the goods cf. the Copyright Act, of 15 June 2018 no. 40, Section 68.

The Supplier retains all rights to its own tools and methodology. Both parties may also exploit general know-how that is not the subject of any non-disclosure agreement that has been signed in relation to the assignment.

11 JURISDICTION AND DISPUTES

The parties' rights and obligations under this agreement, as well as the interpretation of the agreement, shall be governed wholly by Norwegian law.

The parties shall seek to resolve disputes through negotiations. If the parties are unable to reach an agreement within a reasonable time, the parties may bring the case before the ordinary courts within the legal domicile of Hedmarken district court.

12 SIGNATURE

This agreement will be signed digitally with verified signatures from both parties.