

Contract concerning

Gambling Stop Functionality including Associated Services

The undersigned:

1. The public law legal entity KANSSPELAUTORITEIT, with its statutory seat in 's-Gravenhage and offices at Anna van Buerenplein 45 A, 2595 DA 's-Gravenhage, the Netherlands, registered in the Trade Register under number 55010792, duly and lawfully represented by Mr M.C.J. Groothuizen, Member of the Board, hereinafter referred to as 'the Contracting Authority',

and

2. <full name and legal form of the Contractor>, which has its registered office in <place>, legally represented in this matter by <signatory's name and position>, hereinafter referred to as 'the Counterparty',

the Contracting Authority and the Counterparty hereinafter referred to jointly as 'the Parties' and separately as 'the Party'

Whereas:

Organisation and procurement needs of the Contracting Authority

- a. Whereas the Ksa is responsible for the granting, amendment and withdrawal of licences for the various forms of games of chance, operating licences and model approvals for gaming machines, for providing information and guidance, for supervising compliance with the applicable laws and regulations and licences, as well as for the enforcement thereof
- b. Whereas the Ksa wishes to make Gambling Blocking software available to citizens free of charge for the prevention of gambling addiction

Course of the contract award procedure

- c. in connection with the recitals at a and b above, the Contracting Authority initiated a procedure to award a contract for <description of Deliverable> by means of <nature of the procedure>;
- d. a tender notice was sent by or on behalf of the Contracting Authority to the Supplement to the Official Journal of the European Union (hereinafter referred to as the Official Journal) on <date> and has been published under number <S number>;
- e. <description of the remainder of the procurement process, depending on the nature of the contract award procedure>;
- f. the Contracting Authority awarded the contract to the Counterparty on <date>.

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Agree as follows:

1. Definitions

A number of terms in this Contract are written with initial capitals. These terms are defined in the Terms and Conditions and the Data Processing Agreement.

2. Subject of the Contract

The Parties hereby conclude a Contract under which the Counterparty undertakes, in consideration of the Fee referred to in article 7, to provide the Deliverable as described in the Specifications, which basically consists of:

- granting of one or more Licences:

Serial number	Subject	Number
A	Unrestricted Licence to citizens	Based on the number of citizens who request a License via Ksa.

in order to enable the Contracting Authority to make the Agreed Use thereof.

- performance of the Public Service Contract(s):

Serial number	Subject	Number
B1	Services as described in the Requirements document	Yearly

2.2 The following documents are an integral part of this Contract. In the event of mutual inconsistencies, a higher ranked document takes precedence over a lower ranked document:

- 1) this document (including changes as a result of Clarification Notes)
- 3) the ARBIT 2022
- 4) Clarification Notes;
- 4) Descriptive document including annexes
- 6) the tender of <date>, reference (<reference>), submitted by the Counterparty to the Contracting Authority.

3. Contacts and reporting

3.1 The persons who liaise on behalf of the parties in relation to the performance of the Contract are listed in the Contacts Schedule.

3.2 The Counterparty will report <T.B.D.> on how the Contract is being performed. This report will at least comprise:
<subject of the report, see GPD-G-001 in Requirements document>.

4. Entry into force and term of the Contract

4.1 The Contract enters into force once it has been signed by both Parties.

4.2 The Contract has a term of 36 months

- 4.3 Contracting Authority may at his sole discretion renew the Contract on the same terms and conditions for a period of 24 months twice. The total maximum term of the Contract shall therefore be seven (7) years. If the Contracting Authority wishes to exercise this right, it will give written notice of this to the Counterparty no later than 6 months before the end of the term referred to in article 4.2.

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5. Delivery and Completion

In the case of Public Service Contracts or the granting of Licences

- 5.2 The Counterparty will arrange for Completion in the manner, on the date and at the place referred to in the following table. The specified dates are Vital Deadlines.

Serial number	Subject	Manner of Completion	Address and date
A	<i>Licences Gambling software</i>	<i>Provision of a License to a citizen</i>	<i>N.A.</i>
B	<i>Services as described in the Requirements document</i>	During service meetings	Adress of Contracting Authority, yearly

In the case of Maintenance and cloud services

6. Acceptance

- 6.1 Acceptance of the Deliverable takes place as follows:

Serial number	Subject	Acceptance	Deadline for communication of Acceptance or non-Acceptance
A	<i>Licences Gambling software</i>	After installation by citizen	N.A.
B	<i>Services as described in the Requirements document</i>	During service meetings	30 days after Completion (11.1 ARBIT)

7. Fee

- 7.1 The Parties agree the following Fee:

Serial number	Subject	Price incl. VAT
A	The Fee for the Licence is:	<i>See Price form</i>
B	The Fee for the services is:	<i>See Price form</i>

- 7.2 All agreed prices and fees shall remain fixed and unchangeable for the entire term of the Agreement, unless explicitly stipulated otherwise in the Agreement. Notwithstanding the foregoing, the Contractor shall be entitled to index the prices and/or fees, insofar as these do not relate to Usage Rights, once per year, for the first time as of 1 January 2028, with effect from 1 January of the relevant year. Any increase shall be limited to a maximum of the (if any) increase in the most recently published final price index figure for services prices in commercial services and transport (index 2021 = 100) for group J6202, as published by

Statistics Netherlands (Centraal Bureau voor de Statistiek, CBS) at the time of announcement, compared to the price index figure of the same index published 12 months earlier. If the index 2021 = 100 is no longer maintained, its successor index shall be used to calculate the maximum indexation. If group J6202 is no longer maintained, group J62 shall be used to calculate the maximum indexation

- 7.3 If the Deliverable does not meet the Service Levels owing to a failure imputable to the Counterparty, the Fee will be subject to a discount in accordance with the following table:

Service Levels	Criterion	Discount
<i>If the contractor fails to meet the committed service level of worldwide coverage or performance in practice [See GPD-G-003, GPD-T&I-008, GPD-T&I-012 and GPD-T&I-015], the Gambling Authority may impose a contractual penalty.</i>	<i>See GPD-T&I-017 in the Requirements document</i>	<discount>

8. Invoicing, indebtedness and payment

- 8.1 The Fee as referred to in article 7 is payable from Acceptance.

- 8.2 An invoice should contain the following information:

- date of invoice
- amount of the Fee
- VAT owed
- contract number
- commitment number

<OPTIONAL other invoice requirements>

- 8.3 The Counterparty must submit invoices electronically.

9. General and special terms and conditions

- 9.1 Any general and special terms and conditions of the Counterparty or of third parties used by the Counterparty in providing the Deliverable do not apply.

- 9.2 Notwithstanding article 9.1 and without prejudice to the provisions of article 2.2, the licence conditions of the Counterparty or of third parties used by the Counterparty in providing the Deliverable also apply if and in so far as:

- their applicability is not excluded in the Specifications;
- (a) the Counterparty has expressly stipulated that they should apply; (b) a copy of the relevant licence conditions has been attached to the Tender, and (c) such licence conditions form an explicit part thereof; and
- the Agreed Use is not thereby excluded or restricted; and
- the Counterparty can demonstrate that the rights of the Contracting Authority under the Contract will not be reduced or that the Contracting Authority's obligations under the Contract will not become unreasonably onerous as a result thereof.

- 9.3 The acceptance of standard or special terms required for the use of the Deliverable such as shrink-wrap and click-wrap licences is not binding on the Contracting Authority. The Counterparty guarantees to the Contracting Authority that such acceptance will not restrict the Agreed Use in any way.

- 9.4 A copy of the Terms and Conditions is appended to the Contract.

10. Other provisions

- 10.4 The Counterparty will erase the data within 12 weeks after the end of the Contract, or earlier as agreed,

- 10.5 The data will be returned in the format and manner stipulated by the Contracting Authority.

Done on <date> and signed in duplicate by:

FOR THE CONTRACTING AUTHORITY

FOR THE COUNTERPARTY

Name: <name>

Name: <name>

Signature:

Signature:

Date:

Date:

Schedule: Contacts

Contracting Authority

The <position>, currently <name>, is authorised to bind the Contracting Authority in so far as the performance of the Contract is concerned.

Counterparty

The <position>, currently <name>, is authorised to bind the Counterparty in so far as the performance of the Contract is concerned.