

**LICENCE NO. NLA/KGL/S/590GH/24**

**IN EXERCISE OF POWERS** conferred on the Governing Board of the National Lottery Authority by the National Lotto Act, 2006 (Act 722) and the Lottery Regulations, 2008 (L.I. 1948), the National Lottery Authority hereby grants this Licence to:

**KGL TECHNOLOGY LTD** ("LICENSEE") a limited liability company registered under the laws of the Republic of Ghana in accordance with the Companies Act, 2019 (ACT 922) under Certificate of Incorporation Number CS053202020 with its registered office at KGL House, Number 134, Ndabaningi Sithole Road, Labone, Accra, Ghana, (hereinafter referred to as the "LICENSEE" which expression shall where the context so admits include its successors-in-title, agents and assigns) and acting by its Executive Chairman.

**WHEREAS:**

- A. The National Lottery Authority (NLA) is mandated by ACT 722 to regulate, supervise, conduct, and manage National Lotto and to provide for related matters.
- B. The LICENSEE by correspondence to the Governing Board ("the Board") of NLA and subsequently through a presentation to the Board on 26<sup>th</sup> May, 2019 proposed and sought approval to establish a USSD Online platform for the NLA 5/90 lottery game.
- C. The Board having considered the LICENSEE's proposal established that the Information Technology (I.T) infrastructure of the LICENSEE was resilient and robust and therefore granted the LICENSEE a Provisional License to operate the NLA 5/90 game online using USSD and Web on a piloting basis for two (2) years effective 1<sup>st</sup> November, 2019 to 31<sup>st</sup> December, 2021.
- D. The LICENSEE having submitted a comprehensive Financial, I.T System, Marketing and Operational report establishing its capacity to implement the NLA 5/90 Fixed Odds Lotto via USSD and Web was granted a ten (10) years Substantive Licence dated the 31<sup>st</sup> day of January, 2022 to operate the NLA 5/90 Fixed Odds Online Lottery via USSD and Web, subject to review in accordance with the terms provided in the substantive licence.
- E. During the subsistence of the said ten (10) year licence, the LICENSEE in a letter dated 8<sup>th</sup> September 2023, wrote to the NLA, requesting for some amendment of the existing substantive licence including a grant of an exclusive licence to operate the NLA 5/90 Fixed Odds via USSD, Mobile & Web Online Lottery in Ghana.
- F. The grounds for request of exclusivity licence as stated by the LICENSEE was based on LICENSEE's projected investments in the NLA 5/90 Fixed Odds via

USSD, Mobile, and Web Technology Infrastructure, for scalability of its Technology Infrastructure, in order to secure and protect revenue mobilization, integrity in higher revenue share due NLA in future and stability in the higher revenue stream.

- G. The Board upon receipt of the LICENSEE's request, commissioned its Management to provide a report on the performance of the LICENSEE under its existing substantive licence.
- H. Upon receipt of the Report from Management pursuant to the LICENSEE's request, the Board established that the LICENSEE at all material times had fulfilled and satisfied its obligations due and required under the substantive licence granted it on 31<sup>st</sup> January, 2022.
- I. The Board has satisfied itself of the revenue capabilities of the LICENSEE to contribute the revenue share fixed by the Board in accordance with the revenue projections of NLA and the LICENSEE has committed to scaling up the revenue share of NLA over the period of the Exclusive Licence.
- J. The Board has assessed and evaluated the performance of the LICENSEE for the grant of an Exclusive Licence. As part of the performance assessment, the LICENSEE again demonstrated to the Board the technical and security robustness, resilience, and scalability of its I.T Infrastructure certified by the International Standard Organization (ISO) under ISO Certification Number 270001, which makes it compatible with NLA's Digital Online Lottery Platform for monitoring of the NLA 5/90.
- K. Following the assessment and evaluation by the Board, the Board is ready and willing to grant his Exclusive Licence to the LICENSEE to operate the NLA 5/90 USSD Online Lottery as an Online Lotto Marketing Company on behalf of, and in collaboration with, NLA subject to the Terms and Conditions stated herein, the National Lotto Act, 2006 (ACT 722) and the Lottery Regulations, 2008 (L.I. 1948).

**IT IS HEREBY AGREED AS FOLLOWS:**

**TERMS AND CONDITIONS OF EXCLUSIVE LICENCE**

**1.0 GRANT OF EXCLUSIVE LICENCE**

- 1.1 Pursuant to the provisions of the National Lotto Act, 2006 (Act 722) and the Lottery Regulations, 2008 (L.I. 1948) the Board hereby grants this Exclusive Licence ("Licence") to the LICENSEE to exclusively operate NLA 5/90 Online Lottery (USSD and Web) and as an Online Lotto Marketing Company ("LMC") subject to the Terms and Conditions herein.

- 1.2 Pursuant to clause 1.1 and for the avoidance of doubt, the Licence herein granted to the LICENSEE shall only be for purposes of operation of the NLA 5/90 Online Lottery via USSD and Web and as an online LMC.
- 1.3 The Licence hereby granted supersedes the substantive Licence dated the 31<sup>st</sup> day of January 2022 granted the LICENSEE or any agreements with the LICENSEE with respect to the subject matter prior to the grant of this Licence.
- 1.4 In accordance with the powers vested in the Board pursuant to Act 722 and L.I. 1948, NLA shall issue a Certificate of Licence to the LICENSEE. The validity of the Licence Certificate issued shall be subject to statutory annual renewals upon payment of an annual Licence Fee determined by the Board. The LICENSEE shall apply to NLA for a renewal of the Certificate of Licence annually and NLA shall renew same upon payment of the Licence fee determined by the Board.
- 1.5 As a condition for the grant of this exclusive Licence, the LICENSEE shall allow NLA or its authorised agents to carry out an I.T. and systems Audit of the LICENSEE'S Online Lottery IT Infrastructure to establish System Integrity within the first year of this Licence.

## **2.0 TERM, VALIDITY AND RENEWAL OF EXCLUSIVE LICENCE**

- 2.1 Pursuant to clause 1.1, the Licence herein granted shall be for a term of fifteen (15) years commencing **1<sup>st</sup> January, 2024 to 31<sup>st</sup> December, 2039** subject to review every three (3) years and in any case at the end of the third (3rd), sixth (6th), ninth (9th), twelfth (12<sup>th</sup>) and fifteenth (15<sup>th</sup>) years of this Licence.
- 2.2 Upon expiration of the term hereby granted, the exclusive Licence shall automatically renew for a further term of five (5) years, subject to terms and conditions to be determined by the Board.
- 2.3 Three (3) months prior to the end of each period stated in clause 2.1, the LICENSEE shall by written notice submit its financial, technical, operational and sales records to NLA in consideration of the review.

## **3.0 SCOPE OF LICENCE**

- 3.1 The LICENSEE shall operate, retail, sell, distribute NLA 5/90 Online Lottery games via USSD and Web, namely:
  - (a) Monday Special and Noon Rush
  - (b) Lucky Tuesday and Noon Rush
  - (c) Mid-Week and Noon Rush
  - (d) Fortune Thursday and Noon Rush
  - (e) Friday Bonanza and Noon Rush
  - (f) National Weekly (Saturday) and Noon Rush

- (g) Sunday Aseda and Noon Rush
- (h) Subject to clause 4.5.2, any NLA 5/90 Lottery games and/or draws to be introduced by NLA.

3.2 The LICENSEE shall at all times implement the Online Lottery Games specified in clause 3.1 via USSD and Web.

## **4.0 ANNUAL LICENCE FEES AND REVENUE SHARE DUE NLA**

### **4.1 Annual Licence Fees**

- 4.1.1 In consideration of issuing the Licence, the LICENSEE shall pay a Licence Fee of Two Million Two Hundred Thousand Ghana Cedis (GHS2,200,000.00) for the period 1<sup>st</sup> January to 31<sup>st</sup> December, 2024.
- 4.1.2 Pursuant to clause 1.4 of this Licence, the LICENSEE shall apply to the Board for a renewal of the Licence at the beginning of every year. The Board shall renew the LICENCE upon payment of an annual Licence Fee to be determined by the Board, provided that any upward adjustment in the Licence Fee pursuant to this clause shall not exceed ten percent (10%).

### **4.2 Revenue Share Payments**

- 4.2.1 The LICENSEE shall also make revenue share payments to NLA as follows:
  - (a) From 1<sup>st</sup> January to 31<sup>st</sup> December, 2024 the LICENSEE shall pay NLA the sum of One Hundred and Ten Million Ghana Cedis (GHS110,000,000.00) in four (4) equal instalments of Twenty-Seven Million Five Hundred Thousand Ghana Cedis (GHS27,500,000.00) at the beginning of each quarter of the year.
  - (b) During the initial three (3) years of this Licence, NLA shall review upward the annual revenue share paid by not more than ten percent (10%) at the beginning of each year. The LICENSEE shall pay the annual reviewed revenue share amounts quarterly in advance.
  - (c) The Board shall review the annual revenue share payments every three (3) years in accordance with the review periods set out in clause 2.1.

### **4.3 Payments to NLA Good Causes Foundation**

- 4.3.1 The LICENSEE shall also make the following payments to NLA by way of contribution to the Corporate Social Responsibility

## Good Causes

programme currently known as the NLA Good Causes Foundation:

- (a) From 1<sup>st</sup> January to 31<sup>st</sup> December, 2024, Two Million Four Hundred Thousand Ghana Cedis (GHS2,400,000.00) payable in four (4) equal instalments of Six Hundred Thousand Ghana Cedis (GHS600,000.00).
- (b) NLA shall review the annual revenues paid by the LICENSEE upward by not more than ten percent (10%) every year from the period 1<sup>st</sup> January, 2025 to 31<sup>st</sup> December, 2038.

### 4.4 Payments for LMC Stabilisation

4.4.1 The LICENSEE shall also contribute to the LMC Stabilization Fund set up by NLA to supplement revenues earned by LMCs utilising the Point of Sale Terminals as follows:

- (a) From 1<sup>st</sup> January to 31<sup>st</sup> December, 2024 an amount of Three Million Six Hundred Thousand Ghana Cedis (GHS3,600,000.00) payable in four (4) equal instalments of Nine Hundred Thousand Ghana Cedis (GHS900,000.00) at the beginning of each quarter of the Year.
- (d) NLA shall review the annual revenues paid by the LICENSEE upward by not more than ten percent (10%) every year from the period 1<sup>st</sup> January, 2025 to 31<sup>st</sup> December, 2038.

### 4.5 Payment Periods

4.5.1 All the quarterly payments set out above in this clause 4 shall be due and payable on or before 31<sup>st</sup> January, 30<sup>th</sup> April, 31<sup>st</sup> July and 31<sup>st</sup> October in each year.

4.5.2 The payments set out in clause 4.2 to 4.4 have been computed based on the games specified in clause 3.1(a) to (g) and/or currently existing NLA lotto draws. Pursuant to clause 3.1(h), if NLA introduces any other NLA 5/90 Lottery games and/or draws which the LICENSEE desires to operate, retail, sell, distribute via USSD and/or Web, then NLA shall review payment amounts set out in clause 4.2 to 4.4, in accordance with the change in status quo.

4.5.3 If the LICENSEE fails to pay the amounts due on or before the dates set out in clause 4.5.1, NLA shall give the LICENSEE a grace period of seven (7) working days from the due date (Grace

Period) to fulfil its payment obligations. If LICENSEE fails to fulfil its payment obligations at the end of the Grace Period NLA shall charge interest on any outstanding amount for each day that the amount remains unpaid until paid in full. NLA shall calculate interest using the Standard Chartered Bank of Ghana lending interest rate prevailing at the time of payment.

## **5.0 PAYMENT SECURITY AND INDEMNITY**

- 5.1 The LICENSEE shall provide NLA with a Bank Guarantee or Insurance Bond in the sum of Fifty Million Ghana Cedis (GHS50,000,000.00), renewable on yearly basis, as security for any default by the LICENSEE in paying prize wins to patrons of the games and also as indemnity against any liability arising out of the LICENSEE's operation of the NLA 5/90 Online Lottery via USSD and Web as an LMC during the pendency of this Licence.
- 5.2 LICENSEE shall indemnify and keep NLA indemnified against any and all claims and charges by third parties pursuant to this Licence.
- 5.3 The Bank Guarantee amount specified in clause 5.1 shall be subject to review in line with the review periods set out in clause 2.1.

## **6.0 TRAINING**

The LICENSEE by way of technology transfer shall provide training to designated employees of NLA on the requisite technical know-how of its USSD and Web Online Lottery Platform, to ensure business continuity during the term of this Licence.

## **7.0 OBLIGATIONS OF NLA**

- 7.1 NLA shall:
  - (a) Be the sole Regulator and Operator of the Online Lottery Solutions and Products in accordance with the provisions of Act 722 as amended from time to time and L.I. 1948.
  - (b) Exclusively own the Online Lottery Solutions and Products implemented pursuant to its mandate under Act 722 and L.I. 1948 and shall determine the channel of distribution and the type (Fixed Odds) of Products to be retailed to the general public.
  - (c) From time to time determine the open market price for selling tickets of the Lottery Products and Prizes upon recommendation by the Board.
  - (d) Monitor, control and/or supervise the operation and/or implementation of the Online Lottery Solutions and Products.

- (e) Authenticate and validate the Draw Process of the Online Lottery Solutions and Products.
- (f) Ensure that all electronic and print advertising, branding, communication and media highlights, publicity and/or advertisements do not infringe and/or breach any provision(s) of Act 722, L.I. 1948 and any existing laws. The NLA shall ensure that its media engagement and public communications does not adversely affect the reputation and financial performance of the Online Platform.
- (g) Ensure that daily draws are held for the Lottery Games set out in clause 3.1 except on holidays or unless prohibited by law or due to some unforeseen circumstances.

## **8.0 OBLIGATIONS OF LICENSEE**

### **8.1 The LICENSEE shall:**

- (a) Comply strictly with the duties and obligations of the operation of the NLA 5/90 Online Lottery via USSD and Web and an LMC as prescribed in Act 722 and L.I. 1948.
- (b) Operate, retail, sell/distribute only the NLA authorised 5/90 Online Lottery Games approved herein.
- (c) Not to retail, sell or distribute the Lottery Games to any person under the age of eighteen (18) years. The LICENSEE shall establish such safeguards as are necessary to ensure that no sales or prizes are paid to persons under the age of eighteen (18) years.
- (d) Retail, sell or distribute the NLA 5/90 Online Lottery via USSD and Web as specified herein at NLA approved prices.
- (e) Conspicuously display the Certificate of Licence in its registered offices and publish the NLA logo in its advertising materials including any branding, electronic displays, and other materials of similar nature.
- (f) Always preserve confidentiality of all customer information on the NLA 5/90 Online Lottery via USSD and Web, in line with the provisions of the Data Protection Act, 2012 (Act 843). Any data captured pursuant to this Licence shall not be used for any other purpose(s) except for the sales, marketing, and operations of the NLA 5/90 Games specified herein and shall remain the proprietary data of NLA and subject to NLA's data security policies.
- (g) Except with the prior written consent of NLA, LICENSEE shall not assign or transfer any part or whole of its rights under this Licence to a third party.

illegal lottery, or if it incurs a tax delinquency with the Government or any tax authority within Ghana, the LICENSEE shall report such event to NLA in writing within seven (7) days of the occurrence of that event.

13.2 Pursuant to clause 13.1, if the LICENSEE fails to report any such occurrence, NLA may suspend or terminate this Licence without prior notice to the LICENSEE and may decline any subsequent application for a new licence.

#### **14.0 WARRANTY**

The LICENSEE warrants that it is not prohibited from the sale of any NLA Online Lottery Game by any law currently in force. If it is established or determined that any restriction or document exists which may be applicable to the LICENSEE and which would prohibit or restrict the sale of NLA Online Lottery Game in any manner, the existence of such prohibition, restriction or document shall be grounds for termination, revocation, or suspension of this Licence.

#### **15.0 NO GIFT POLICY**

NLA's employees are prohibited by the NLA's ethics rule from accepting gifts in excess of fifty United States dollars (US\$50.00) or its cedi equivalent from entities doing business with the NLA. The LICENSEE agrees that it will not offer or provide to any NLA employee any gift or other item of value that would violate the NLA's ethics rule and acknowledges that the NLA may unilaterally cancel this licence if LICENSEE violates this provision.

#### **16.0 TERMINATION/REVOCATION/CANCELLATION OF LICENCE**

16.1 NLA reserves the right to revoke, terminate, cancel and or determine this Licence in the event of a material breach by the LICENSEE of the provisions of Act 722 and L.I. 1948 and the terms, conditions and stipulations stated herein.

16.2 In the event of a material breach by the LICENSEE of the provisions of Act 722 and L.I. 1948, NLA shall notify the LICENSEE specifying the details of the breach and requesting the LICENSEE to remedy the breach within thirty (30) days. NLA shall only be entitled to revoke, terminate, and cancel the licence if the LICENSEE fails to take steps to remedy the breach within the said thirty (30) days. The LICENSEE shall within seven (7) days of termination transfer to NLA any or all proprietary data without keeping or maintaining duplicate copies and settle all outstanding payments, prize and other obligations stated herein, to NLA.

copyrights, know-how, information, drawings, plans, goodwill and all other intellectual property rights, whether registered, unregistered or capable of registration and all other proprietary rights whatsoever owned by or available to NLA, adopted or designated now or at any time hereafter for use by NLA.

#### **10.0 NON-TRANSFERABILITY AND NON-ASSIGNMENT**

10.1 The LICENSEE shall:

- (a) Not assign or transfer in whole or in part this Licence or its obligations hereunder to any other person or entity.
- (b) Obtain the prior written approval of NLA pertaining to any changes in its ownership, partners, corporate officers, or directors (Executive and Non-Executive).

#### **11.0 INDEPENDENT CONTRACTOR**

- 11.1 Notwithstanding any provisions herein stated, the Parties agree that the LICENSEE is an independent contractor and not an employee of NLA.
- 11.2 The LICENSEE shall be liable for all its acts of omission and commission.
- 11.3 The LICENSEE shall exercise ultimate control and supervision over its employees.
- 11.4 The LICENSEE shall provide proper training and instructions to its employees, agents and assigns concerning the rules and procedures of NLA.

#### **12.0 ACCESS TO RECORDS**

- 12.1 The LICENSEE shall maintain such financial and accounting records as NLA shall direct from time to time and as prescribed in Act 722 and L.I. 1948.
- 12.2 The LICENSEE shall make its records and USSD and Web Online Lottery Platform available for inspection and review at any time it is requested by NLA or any authorised agent of NLA upon three (3) days prior written notice by NLA.
- 12.3 The LICENSEE shall make available for review by NLA any other system, books, documents, papers, records and data that are directly pertinent to the NLA USSD and Web Online Lottery for the purposes of investigation or audit, or making excerpts, transcripts and copies.

#### **13.0 REPORT OF CHANGE IN CONDITION**

- 13.1 If, at any time during the term of this Licence, the LICENSEE is convicted of, or enters a plea of guilty, regardless of adjudication, to an offence punishable as a felony or an offence involving fraud, dishonesty, or

9.3.3 use any of the NLA 5/90 Online Lottery trademarks in any way which might prejudice their distinctiveness or validity or the goodwill of NLA.

9.3.4 use any other NLA trademarks, other than the NLA 5/90 Online Lottery trademarks, without obtaining the prior written consent of NLA.

9.3.5 use any trademarks or trade names so resembling any trademark or trade names of NLA as to be likely to cause confusion or deception.

9.4 Except as provided in clause 9.1 the LICENSEE shall have no rights in respect of any trade names or trademarks used by NLA in relation to the NLA 5/90 Online Lottery or of the goodwill associated therewith, and the LICENSEE hereby acknowledges that, except as expressly provided in this Licence, it shall not acquire any rights in respect thereof and that all such rights and goodwill are, and shall remain, vested in NLA.

9.5 The LICENSEE acknowledges that the goodwill and all other rights in and associated with NLA's Intellectual Property vests absolutely in NLA and that all such rights shall at all times hereafter and for all purposes remain vested in NLA and in the event that any such rights accrue to the LICENSEE by operation of law or however otherwise, the LICENSEE shall at its own expense forthwith on demand do all such things and execute all such documents as NLA shall deem necessary to vest such rights absolutely in NLA.

9.6 The LICENSEE shall notify NLA of any and all circumstances which come to the attention of the LICENSEE, its directors, agents and employees which may constitute an infringement of any of the Intellectual Property of NLA or any suspected passing off by any unauthorized person and shall at its sole expense take such reasonable action in connection therewith as NLA shall direct.

9.7 The LICENSEE shall at its sole expense take all such steps as NLA may reasonably require to assist NLA in maintaining the validity and enforceability of the Intellectual Property of NLA during the term of this Licence and report the same to the Board.

9.8 The LICENSEE shall not do or authorize any third party to do any act which would or might invalidate or be inconsistent with any Intellectual Property of NLA and shall not omit or authorize any third party to omit or do any act which, by its omission, would have that effect or character.

9.9 For purposes of this Licence, Intellectual Property includes patents, trademarks, trade names, service marks, logos, business names, domain names, patents, designs, symbols, emblems, insignia, fascia, slogans,



- (h) Bring to the attention of NLA within twenty-four (24) hours, any event that may impair its ability to perform its duties and obligations stated herein.
- (i) Comply with any guidelines, instructions, directives and/or notices issued by the NLA from time to time.
- (j) Fully cooperate with employees or authorised agents of NLA and law enforcement agencies in the investigation of altered or counterfeit tickets, and in all other investigations.
- (k) Immediately report to NLA any knowledge of unlawful activities or other improprieties about lotto operations in Ghana.
- (l) Cooperate in the collection of revenue owed NLA and in the review of and/or physical inspection of the NLA 5/90 USSD and Web Online Lottery Sales tickets, records and equipment by employees or agents of NLA, upon demand by notice.
- (m) Not to employ non-citizens/foreigners contrary to provisions of Act 722 and the Ghana Investment Promotion Centre Act, 2003 (Act 865).
- (n) Comply with any guidelines, instructions, directives and/or notices issued by NLA from time to time.
- (o) Not to alter or change the mechanism for playing the NLA 5/90 USSD Online Lottery Game without the prior written consent of the NLA.

## **9.0 INTELLECTUAL PROPERTY**

- 9.1 NLA hereby authorizes the LICENSEE to use the registered trademarks of the 5/90 Fixed Odds Online Lottery via USSD and Web only for purposes of performing its obligations under this Licence.
- 9.2 The LICENSEE shall ensure that each reference to and use of the NLA 5/90 Online Lottery via USSD and Web by the LICENSEE is in a manner approved by the Board and accompanied by an acknowledgement, in a form approved by the Board that the same is a trademark or registered trademark of NLA.
- 9.3 The LICENSEE shall not:
  - 9.3.1 make any modifications to the NLA 5/90 Online Lottery via USSD and Web.
  - 9.3.2 alter, remove or tamper with any of the NLA 5/90 Online Lottery via USSD and Web or other means of identification used on or in relation to the NLA 5/90 Online Lottery.

16.3 In the event of termination of this Licence the LICENSEE shall not receive revenue, activate, validate, sell, and pay prizes on behalf of NLA, and NLA may reject any subsequent application filed by the LICENSEE for a new Licence.

16.4 NLA may terminate or suspend this Licence on any of the following grounds:

- (a) LICENSEE has provided false or misleading information which was relied on by the NLA to grant this Licence.
- (b) LICENSEE has entered a plea of guilty or has been convicted of a felony under the Criminal and Other Offences Act, 1960 (ACT 29).
- (c) LICENSEE has outstanding tax delinquencies owed to Government or any tax authority within the Republic of Ghana.
- (d) LICENSEE has jeopardised the integrity, security, or efficient operation of the NLA 5/90 Online Lottery via USSD and Web or as an LMC.
- (e) The ownership or registered location of the business has changed without prior notice to, and approval by NLA.
- (f) LICENSEE has failed to meet the NLA 5/90 Online Lottery via USSD and Web sales or financial obligations set by NLA.
- (g) LICENSEE has committed fraud, deceit, or misrepresentation to NLA or to any individual purchasing the NLA 5/90 Online Lottery product via USSD and Web or redeeming a prize.
- (h) LICENSEE has knowingly sold the NLA 5/90 USSD and Web Online Lottery or paid a prize to any person under eighteen (18) years of age.
- (i) LICENSEE has sold the NLA 5/90 USSD and Web Online Lottery using a different channel other than the channel authorised in this Licence.
- (j) LICENSEE has not prominently displayed its LMC Licence at the approved sales location for instance its website or electronic and non-electronic materials or channel.
- (k) LICENSEE has not prominently displayed and maintained ticket displays/vending points and advertising materials provided by the NLA in its adverts or publications.
- (l) LICENSEE has not made point-of-sale information for NLA products accessible to the public on its website or electronic and non-electronic materials or channel.
- (m) LICENSEE has sold NLA 5/90 Online Lottery tickets at a price other than that approved by NLA.

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- (n) LICENSEE has materially changed any factor considered by NLA in granting this licence.
- (o) LICENSEE has engaged in conduct prejudicial to public confidence in NLA.
- (p) LICENSEE has charged an unauthorised fee to redeem NLA prize or has required a customer to purchase another item in order to purchase an NLA ticket.
- (q) LICENSEE has paid a prize over and above the approved limits.
- (r) LICENSEE has violated any rule or regulation regulating lotto and/or lottery in Ghana.
- (s) LICENSEE has violated any directive or instruction issued by NLA.
- (t) LICENSEE has violated NLA's ethics rules or policies.
- (u) LICENSEE has employed non-citizens of Ghana/foreigners for its Lottery business in Ghana.

16.5 Upon termination, revocation or cancellation of this Licence, the LICENSEE shall within seven (7) days from the effective date, transfer, handover, release, deliver or forward to NLA all tangible and intangible I.T. infrastructure which it deployed in the implementation of the NLA 5/90 Online Lottery via USSD and Web.

## **17.0 RECONCILIATION**

The Parties shall conduct weekly reconciliations on transactions (pre and post draw, revenue, wins, prize, and prize payments) during the term of this Licence. For the avoidance of doubt, the reconciliation is to ensure there are no discrepancies in the financial records of the NLA and LICENSEE pursuant to Section 51 of Act 722.

## **18.0 DATA PROTECTION**

The LICENSEE shall comply with provisions of the Data Protection Act, 2012 (Act 843) relating to the processing of personal data or privacy and shall procure that its employees, agents, and subcontractors shall observe the provisions of the same.

## **19.0 SEVERABILITY**

The Terms and Conditions of this Licence are severable and if any provision is determined to be illegal or unenforceable by any court of competent jurisdiction, such provision shall be deemed to have been deleted without affecting the remaining provisions of this Licence. If any part of these Terms

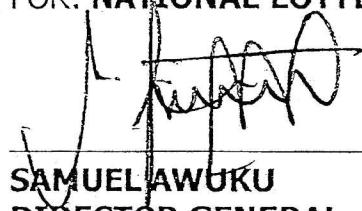


and Conditions becomes illegal, the NLA shall ensure that it takes all the necessary steps to amend or rectify the affected provision to make it consistent with the law.

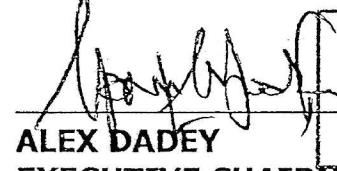
**KGL TECHNOLOGY LTD** agrees to be bound by the Terms and Conditions of this Licence to operate the NLA 5/90 Online Lottery via USSD and Web and as an LMC pursuant to the provisions of Act 722 and L.I. 1948, by appending its signature below.

Dated this 14 day of April, 2024

FOR: **NATIONAL LOTTERY AUTHORITY**

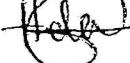
  
**SAMUEL AWUKU**  
DIRECTOR GENERAL

FOR: **KGL TECHNOLOGY LTD**

  
**ALEX DADEY**  
EXECUTIVE CHAIRMAN  
**KGL TECHNOLOGY LTD**  
KGL House, No. 134 Ndabaniengl  
Sithole Road, Labone Accra  
P. O. Box CT 3041, Cantonments, Accra

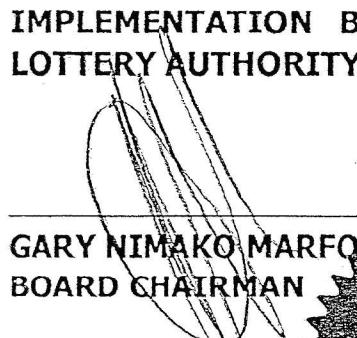
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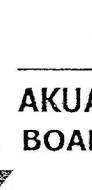
  
Name: **Francis Bruce**  
Occupation: **Deputy Legal**  
Address: **NLA, Accra**

In the presence of: 

Name: **Helen Amponsah Apare**  
Occupation: **Lawyer**  
Address: **KGL house, Labone, Accra**

THIS EXCLUSIVE LICENCE IS ISSUED, SIGNED AND SEALED BY THE BOARD CHAIRMAN AND THE BOARD SECRETARY ON BEHALF OF THE BOARD OF NATIONAL LOTTERY AUTHORITY AND SUBMITTED FOR IMPLEMENTATION BY THE DIRECTOR GENERAL OF THE NATIONAL LOTTERY AUTHORITY.

  
**GARY NIMAKO MARFO**  
BOARD CHAIRMAN

  
**AKUA AGYEMAN APPIAH-POKU**  
BOARD SECRETARY