CERTIFICATION SCHEME

1 BMM TESTLABS CERTIFICATION BODY (BMM CB)

BMM Testlabs Certification Body (BMM CB) offers high quality certification services to clients whose products are covered by the scope of the BMM CB. Certification is performed in a non-discriminatory and impartial way, with competence and integrity. BMM CB will not develop or engage in any activity that may impede its impartiality, independence or objectivity required to provide certification.

BMM CB has been established as a separate and independent department to provide certification services to BMMs existing and new clients. This department is guided by the Product / Process Compliance Certification Committee (PCCC) for final certification decisions.

BMM CB provides qualified, independent, and impartial certification of products and processes for the gaming industry, in compliance with published standards or jurisdictional requirements. BMM CB will confine its certification activities to the agreed upon requirements in the client application.

The goal of this scheme is the assurance to the client that their product or process meets all applicable standards and thus to enable them to go to market within regulated gaming jurisdictions upon successful completion of the certification process.

Continuous improvement of the certification approach as well as related processes and technologies ensure certifications that comply with current regulations and are responsive to changing client needs.

2 CERTIFICATION SCOPE

2.1 Standards and normative references

Certification is performed in accordance with the following standards and normative documents, which BMM CB abides by:

- ISO/IEC 17065:2012 Conformity Assessment - Requirements for bodies certifying products, processes, and services.

2.2 Jurisdictional regulations

For the list of gaming regulations at the basis for product and process certification, please refer to BMM's official ISO17065 accreditation scope, available at the following link:

https://www.enac.es/documents/7020/506acfb0-81b2-4335-993a-0f397b7f7a39

2.3 Product and process categories

For the list of products and processes subject to certification, please refer to BMM's official ISO17065 accreditation scope, available at the following link:

https://www.enac.es/documents/7020/506acfb0-81b2-4335-993a-0f397b7f7a39

2.4 Certificate modularity

Certificates are issued for product / process entities, which represent complete solutions, to be used stand-alone or in combination with other such entities. Certificates are not issued for building blocks or minor constituent parts of products / processes.

In gaming, this means certificates can typically be issued for (online or land-based) games, hardware platforms, software platforms, RNGs, RGS systems, operator platforms (a.k.a. PAM, IGS), progressive systems, etc. Certificates can typically

not be issued for items like peripherals (e.g., bill validators, monitors, etc.), individual software files, communication protocol implementations or APIs, etc.

3 SUBMISSION REQUIREMENTS

The client (applicant) may be an operator, manufacturer, a distributor, or any other category of companies whose products are subject to certification requirements in the applicable jurisdictions. The process may also be initiated by another BMM office or a third-party laboratory.

Client is obliged to accompany every request for certification (application) by full submission documentation which shall contain at minimum all the necessary information to complete the certification process in accordance with this certification scheme. Client may also need to submit a product sample or grant full access and visibility of the product/process to be certified if required.

At minimum, the submission package must include:

- Application for certification. Can have different forms, such as a document signed individually for each certification case, or as defined in a general agreement with the client (SLA).
- Signed (executed) Certification Agreement between BMM and the client for the provision of certification. Can have different forms, such as:
    a. individually signed document, or
    b. signed as part of the application form, by referencing this Scheme from the signed application form, or
    c. included as part of a general agreement with the client (SLA).
- Identification of applicable standards and/or normative documents or gaming jurisdiction for which the client is seeking certification.
- General information about the client including legal name and address, contact details and contact personnel, physical location (if deemed necessary); significant aspects of its processes or operations to be considered; its relationship within a larger corporation if applicable; any legal obligations.
- If applicable, any existing third-party (non-BMM) ISO/IEC 17025 or ISO/IEC 17020 report or ISO/IEC 17065 certificate (for acceptance criteria, see relevant section below).
- If evaluation / testing is to be performed as part of certification: product sample or process framework subject to certification, including all material and information necessary to perform the evaluation / testing and the related certification (submission requirements for evaluation / testing available separately). For process certification where process itself cannot physically be delivered, the following is expected:
    a. framework of policies/procedures governing the submitted process,
    b. access to any system/tool involved in the governing and execution of the submitted process,
    c. information about key roles within the company applicable to the submitted process,
    d. any other applicable information, depending on the nature of the process.
- Information concerning all outsourced processes by the client that might affect conformity of the certified product / process. If the client identifies a separate legal entity, involved in production of the certified product or implementing a certification-relevant process, BMM CB may need to establish appropriate contractual controls over any such legal entity. For details, see the section on outsourcing below.

3.1 Outsourcing

BMM CB requires applicants to transparently declare any instances where responsibilities pertaining to the certification process are outsourced to third-party entities. Applicants are expected to provide comprehensive information regarding the nature and scope of outsourced responsibilities, as well as the specific tasks or functions delegated to the third parties.

Furthermore, to maintain a cohesive and harmonized certification process, applicants engaging third parties in their certification journey are required to actively involve these external entities in collaboration with BMM CB. The engagement entails establishing a clear and well-defined communication channel between the client, BMM CB, and the third parties. This includes sharing relevant information, documentation, and updates related to the certification process, ensuring that all parties involved are aligned and fully informed. BMM CB may also request direct engagement with these third parties to assess their competence, adherence to relevant standards, and contribution to the overall certification process.

Additionally, it's important to note that any third party involved in the certification process will be considered as part of the scope of certification. BMM CB reserves the right to extend its evaluation to encompass various aspects of these third-party entities that are deemed pertinent to the certification of the submitted product or process. This extension of evaluation may include assessing the competence, expertise, and adherence to relevant standards of the third parties.

This approach underscores BMM CB's commitment to maintaining the highest standards of quality and credibility throughout the certification process. By incorporating third parties into the scope of certification and reserving the right to assess their capabilities, BMM CB ensures that the certification process remains comprehensive and thorough, providing stakeholders with assurance that all parties involved contribute to the overall integrity of the certified gambling products and processes.

3.2 Jurisdictional specifics

The following jurisdictions mandatorily require that BMM CB is supplied with the product sample or process framework subject to certification:

- Slovenia

4 CERTIFICATION PROCESS

4.1 Application Review

Upon receipt of a certification submission package, BMM CB completes an initial administrative application review. The review evaluates prospective client's application for completeness and ensures that all requirements are mutually understood and agreed upon. Additional information or accessories may be required from the client to complete the application.

An application may be rejected if it is incomplete (e.g., missing documentation or signatures). An application may also be rejected if the client does not accommodate any requests for additional information relating to certification.

4.2 Certification Assessment

4.2.1 Acquiring evaluation / testing results

Evaluation / testing of products or processes being considered for certification is conducted prior or during certification. BMM CB has the following four possibilities for acquiring evaluation / testing results (all of which may be combined within a single certification project, to collectively cover the complete product / process under certification scope):

1. BMM CB outsources the evaluation / testing to BMM's ISO/IEC 17025-accredited test laboratory (from hereon: "BMM Testlabs". The process of regular BMM testing / evaluation / inspection is then performed by BMM Testlabs (covered by ISO/IEC 17025 or ISO/IEC 17020), with the exception that test / inspection report may be omitted - is not needed by BMM CB (however, see exceptions under the test report omission notes below).
2. BMM Testlabs independently performed the evaluation / testing (as part of previous projects, or simultaneously with the certification project), resulting in an ISO/IEC 17025 or ISO/IEC 17020 report, or a (separate) ISO/IEC 17065 certificate.
3. A third-party (non-BMM) ISO/IEC 17025 or ISO/IEC 17020 report, or ISO/IEC 17065 certificate, is submitted by the client.

4. Evaluation / testing is performed by BMM CB itself (by BMM CB personnel) as part of the certification process. The evaluation / test report generally is not created, only the certificate. This approach is used for management systems and information security projects ("process certification", as opposed to "product certification").

4.2.2 Test report omission notes

Currently, a test report is always prepared and issued (in addition to certificate) for the following jurisdictions:

- Greece
- Republika Srpska

Further, the client may request to receive a test report, in which case it is prepared and issued.

4.2.3 Acceptance of third-party reports / certificates

When third-party (non-BMM) reports or certificates are submitted by the client, the following conditions shall be met for BMM CB to accept such reports or certificates:

- The laboratory performing the evaluation shall be accredited according to one of the following standards, depending on the evaluation performed and applicable jurisdiction: ISO/IEC 17025 or ISO/IEC 17020 or ISO/IEC 17065. The subject of certification shall be in its accredited scope, and for jurisdictions where this is required also the applicable jurisdiction.
- Submitted report / certificate shall be accordingly accredited.
- Submitted report / certificate shall unambiguously identify the subject of certification:
    - For product certification: Software identification should be done through versions and digital signatures (hashes). Hardware identification should be done through full model name(s) and identification number(s), as appearing on product identification plates.
    - For process certification (management systems, information security): comprehensive references to complete framework of policies/procedures and key roles governing the submitted process are expected. It is to be noted however that BMM CB, if possible, avoids accepting third-party reports / certificates for process certification.
- It shall be evident from the submitted report / certificate that evaluation has been performed against applicable jurisdictional regulations, including the list of regulatory documents used as evaluation criteria.
- It shall be evident from the submitted report / certificate, which individual regulatory requirements have been evaluated, and what were the evaluation outcomes for individual requirements. This is typically presented in the form of a filled-in jurisdictional checklist, which may be integrated into the report / certificate, or attached separately. If jurisdictional checklist is submitted separately, it shall be signed and unambiguously referenced by the submitted accredited report / certificate.
- In case of submitted ISO/IEC 17065-accredited certificate, PCCC may make, based on its own judgement and sole discretion, a case-by-case decision to accept the certificate without fulfilling the previous item (i.e., without the accompanying filled-in jurisdictional checklist).

Provided all the above conditions are met, BMM CB generally does not perform additional evaluations of the requirements covered by the third-party report / certificate. Nevertheless, based on its own judgement and with its sole discretion, BMM CB may additionally require for any certification project:

- access to some or all items related to third-party evaluation, such as the project file with project records, process documentation, and/or evaluation evidence (note that under normal circumstances, evidence is not required),
- product sample and documentation (BMM CB requests this from the client, not third-party laboratory; client then may or may not also engage the third-party laboratory for submission of requested items),
- additional evaluation activities to be performed, either by BMM CB (for process certification) or outsourced to BMM Testlabs (for products).

4.2.4 Handling of identified non-conformities.

BMM CB informs the client of any non-conformities identified during the evaluation. If non-conformities arise, at the discretion of the client, BMM CB will either terminate further evaluation and/or certification activities or will continue

the process and provide information regarding the additional evaluation tasks needed to verify that all non-conformities have been corrected.

4.3 Certification decision

A decision regarding granting or denial of the certification is made by a member of the PCCC.

All members of the PCCC act with impartiality and are regular employees with BMM or trusted contractors. To mitigate any instance of conflict of interest, all parties involved in the certification decision attest to not being involved in evaluation / testing / inspection activities of BMM or third-party laboratories for the product or process under certification.

If the decision is not to grant certification, the client is provided with the reason(s) for denial.

5 CERTIFICATE MAINTENANCE AND VALIDITY

5.1 Validity period

Generally, BMM certificates for products, which can be uniquely identified and authenticated, are valid indefinitely. Certificates for processes, which may change over time, may have a limited validity period, such as 5 years. The validity period may also be specified by the individual gaming regulator / jurisdiction.

If and when the validity period ends, the product or process shall be submitted for recertification. If the product or process changes in any way from the original certification, the updated product or process shall also be submitted for recertification. If the technical standards or regulations change in any way from the original certification, the updated (latest / current) versions are applied for recertification, unless specifically requested differently.

5.2 Withdrawal or suspension

A certificate may be withdrawn or suspended in case of any of, but not limited to, the following:

- Due to subsequent findings about the certified product or process.
- Client fails to comply with, or otherwise breaches, any provisions of this Scheme.
- Client provides BMM with false or misleading information, or otherwise deceives BMM in relation to the product or process certified.
- Client ceases to produce the certified product or ceases to support the certified process.
- Without notification to BMM CB, client changes the product or process originally certified and attempts to continue to use or advertise the certificate or certification status in relation to the changed product or process.
- Client in any way implies or advertises that certificate covers products or services that do not comply with the certification technical standards or jurisdictional regulations.
- Client fails to pay invoices related to the certification, becomes insolvent, enters receivership, or otherwise becomes bankrupt.
- Recertification may result in certificate withdrawal or suspension.
- Client requests withdrawal or suspension.

In instances of withdrawal or suspension, BMM CB will remove the affected certificate from the online portal. The client shall immediately discontinue use of the affected certificate, and use of all advertising material that contains references to the certificate or references to the certification status of the affected product or process.

If a suspended certificate is subsequently reinstated (e.g., the client resolved the issue causing the suspension), the certificate validity status can be resumed.

5.3 Changes affecting certification.

Scope change: Changes of the scope of certification in relation to the submitted product / process, may result in the issuance of a new certificate, which may require additional evaluation activities and certification decisions.

Scheme change: Clients will be notified if BMM CB makes any change to this certification scheme that affects the client. Verification of any modifications to the certified product or process, intended to accommodate the changes to this scheme, will be performed on receipt of a new evaluation request.

Accreditation status change: Clients will be notified within 45 days if any changes occur regarding the BMM CB ISO/IEC 17065 accreditation status. Notification will include all relevant information regarding the status of certificates issued prior to the change of accreditation status.

5.4 Samples maintenance

Product samples submitted for certification are normally kept by BMM CB for as long as there are any jurisdictional requirements for potential post-certification investigations. Software samples (both source and executable code, where applicable) are kept along with the documentation for as long as it is necessary to maintain product evaluation records.

5.5 Surveillance

No gaming regulatory body requires surveillance of certified products.

Nevertheless, the client shall inform BMM CB about any complaints it receives in relation to the certified products or processes (see section "Complaints received by the client").

Also, the client is required to properly maintain the manufacturing process of the certified products and to communicate any modifications (see section "Product / process modifications, manufacturing modifications").

6 COMPLAINTS AND APPEALS

Client may lodge a complaint by contacting BMM CB at BMMCertified@bmm.com. Complaints will be documented and managed centrally by the Quality Manager (QM). Upon receipt, the QM will send an acknowledgment of the complaint to the complainant. The QM will investigate the complaint, requesting assistance and input from the PCCC or any other BMM CB staff member as needed to assist in the management and resolution of the complaint. A response detailing the outcome of the complaint will be provided to the complainant within 30 working days.

BMM CB endeavors to resolve any complaint relating to services, timelines, or billing directly with the client through direct communications with the executive management of BMM. Legal counsel will be included if needed. A review of all related personnel, documentation and records will be performed during the dispute. If the complaint cannot be resolved through these channels BMM will consider third party mediation and if needed third party arbitration.

An appeal may be made against any adverse decision taken by PCCC. Adverse decisions may include:

- Refusal to accept an application.
- Refusal to proceed with an evaluation.
- Decisions to deny, suspend or withdraw certification.
- Any other action that impedes the attainment of certification.

A client may lodge an appeal by contacting BMM CB at BMMCertified@bmm.com. Once the appeal is received by BMM CB, it will be reviewed by the Appeals Committee. A determination of compliance or conformance regarding the details of the appeal will be made. A response will be issued within 30 days detailing the appeal decision and outlining further actions required.

If at this time the client disagrees with the appeal decision, they may take the matter up with the relevant regulatory agency or committee.

All communications regarding the appeal or complaint are documented in writing and are kept in the appropriate Appeals and Complaints file.

7 CONFIDENTIALITY

Protecting confidential client information is critical to the integrity and reputation of BMM CB as a credible and authoritative certification body and to maintain BMM's legal and corporate establishment. Unless authorized by the client, applications for certification are themselves treated as confidential until the conclusion of the individual certification process. General confidentiality terms are to be agreed in a separately signed non-disclosure agreement (NDA) between the client and BMM. Notwithstanding the NDA:

- Certificate information (including certificate identification, validity status, date, product / service identification, holder, and jurisdiction) is stored in an online database. Upon request, access to this database is made available to the client and any designees of the client. Access is also made available to the gaming authorities of the certificate-listed jurisdiction(s) and any related authorized inspection bodies.
- BMM CB will, upon request, at a minimum confirm the validity of a certificate for an identified product.

8 CLIENT TERMS AND CONDITIONS

8.1 General

This Scheme applies to all BMM CB certifications and binds both BMM and the client. By applying for certification with BMM CB, the client agrees with all terms, conditions and specifications as stated in this Scheme, for the entire period of the validity of all issued certificates.

Client shall provide, at no cost to BMM, all commercially reasonable cooperation, as asked for by BMM. In addition to submission items, documentation, and supplied information, this includes ensuring availability of appropriate client personnel, as required for supporting the certification process or for resolution of complaints or appeals. Client shall make necessary arrangements for enabling the participation of observers, if needed.

In case of any subsequent changes to the information provided by the client to BMM CB during the certification process (e.g., changed contact data of the client company, or changed contact personnel), the client shall promptly inform BMM CB about the changes.

8.2 Certificate holder, certificate owner

In case of a positive outcome of certification, the applicant (client) stated on the issued certificate becomes the holder of the certificate.

At all times, BMM CB remains the owner of the certificate of conformity, as it is in the capacity of a certification body and therefore responsible for certificate maintenance, updating, registry keeping, and in case of discovering any subsequent deficiencies also for withdrawal or suspension of the certificate.

8.3 Certificate use

The client shall not use or reference BMM certificate or refer to BMM in any manner that would imply BMM's endorsement or approval of the certified product or service, beyond a determination of compliance to technical standards or jurisdictional requirements specified on the certificates.

In instances where certification documentation is distributed, the client agrees to ensure that such documentation is only reproduced or distributed in its entirety, unless specifically agreed in writing with BMM CB.

BMM CB is the holder of the accreditation, being ultimately responsible for proper use of the accreditation mark. The ENAC mark is the symbol used by BMM CB as an accredited organization to publicize its accredited status.

As accreditation holder, BMM CB must notify ENAC of any illegitimate use of the mark by third parties, as well as to take any actions that may assist it in the event of falsification or manipulation of certificates that include the mark.

The use of the mark is mandatory in certificates whose scope is covered by the accreditation and will be located on the first page of the certificate. Only BMM CB can apply its accreditation mark. Clients may not under any circumstances use the accreditation mark by themselves.

8.4 Complaints received by the client.

The client shall keep records of all complaints submitted to the client in relation to the certified product or process, especially those which may relate to compliance of the certified product or process, or those which may imply improper certificate use. The client shall inform BMM CB about all such complaints and make all related records available to BMM CB. BMM CB may in turn initiate a review of the granted certificate to determine if any further action is needed.

The client shall act responsibly toward all complaints it receives.

8.5 Product / process modifications, manufacturing modifications

The client shall ensure that ongoing manufacturing of certified products continues to fulfill the certification requirements, as originally applied at the time of certification.

The client shall without delay inform BMM CB about any modifications related to the certified product or process, or related to the product manufacturing process, or any other change that may affect product / process compliance to the technical standards or jurisdictional requirements stated on the certificate. If any doubt occurs about the modified product or process compliance, the client shall not use the certificate in relation to the modified product or process.

The client shall also not use the certificate in relation to any modified product or process, if the modification causes the product or process identification or any other information presented by the certificate to become in any way inaccurate or misleading.

8.6 Invoicing

BMM invoices will be issued at the end of the certification process, either on certification, denial of certification or withdrawal of application for certification. If the client fails to settle the invoices, BMM may elect to terminate or suspend its services. Client then also agrees that BMM is entitled to reasonable attorney's fees should any action at lay or in equity by brought by BMM to enforce invoices' settlement or to recover past due amounts.

8.7 Disputes and governing law

In case of dispute between client and BMM, Spanish laws are used, without regard to conflict of law principles. In case of litigation, the losing party shall reimburse the prevailing party with reasonable attorney's fees, court costs, arbitration fees and other associated expenses.

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