CERTIFICATION SCHEME

This scheme applies to all BMM certifications and binds both BMM and the client. By applying for certification with BMM, 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.

1. BMM TESTLABS CERTIFICATION BODY (BMM CB)

BMM Testlabs Certification Body (BMM CB) offers certification services to clients who seek to certify gaming related products. 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 operates in compliance with relevant standards and jurisdictional requirements. The main top-level standard the BMM CB abides by is ISO/IEC 17065:2012 Conformity Assessment - Requirements for bodies certifying products, processes, and services.

BMM CB assures clients and gaming regulators that a product, when certified, meets the applicable requirements of a given gaming jurisdiction, thus enabling it to operate within the given gaming jurisdiction. BMM CB processes undergo continuous improvement, ensuring certifications comply with current regulations and changing client needs.

BMM CB is comprised of three committees: Product Compliance Certification Committee (PCCC), Impartiality Committee (IC), and Appeals Committee (AC), all of which are governed by the internal Committee Policy CB-29.

2. SUBMISSION (APPLICATION) REQUIREMENTS

The client (applicant) is usually a manufacturer of gaming products, but may also be an operator, a distributor, or a similar organization with products subject to certification requirements in gaming jurisdictions. The process may also be initiated by another BMM office or a third-party laboratory.

The client must accompany the request for certification (also called application or submission) by full submission documentation, which enables BMM CB to perform certification in accordance with this certification scheme. If required, the client may also need to submit a product sample or grant remote access to the product.

At a minimum, the submission package must include:

- Certification application. This can be as a document signed individually for each certification case, or as defined in a general agreement with the client (SLA). For submissions to BMM Slovenia, the form EURSAM-SI-Q104 (Application for testing / certification) or EURSAM-SI-Q110 (General application for testing / certification) are normally signed (the former one on a per-project basis, the latter one as a pre-signed form supporting a series of projects). Either form already contains the relevant provisions of the Certification Agreement plus a reference to this certification scheme. Alternatively, if neither EURSAM-SI-Q104 nor EURSAM-SI-Q110 is used:
  - A Certification Agreement must be signed between BMM and the client. Certification Agreement can have different forms, such as an individually signed document, or included as part of a general agreement with the client (SLA), but in either case it must at least include the terms and conditions corresponding to those in the EURSAM-SI-Q104 (or EURSAM-SI-Q110), and it must reference this scheme.
  - The client must provide all relevant data as foreseen by the EURSAM-SI-Q104 form, such as the target jurisdiction, client details, contact information, etc.
- 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).
- Basic product documentation, such as user manual, service manual, installation manual, hardware and software specification.
- If testing is to be performed as part of certification: product sample with all accompanying materials, information, detailed documentation and support, as necessary to perform testing (submission requirements for testing are available separately).

- Information concerning any outsourced processes by the client that might affect product compliance. For details, see the section on outsourcing below.
- Jurisdiction Slovenia mandatorily requires that client supplies a sample of the product to be certified.

2.1 OUTSOURCING

The client must transparently declare any instances where any activities or responsibilities pertaining to the certification process (e.g. activities related to design or production of the product) are outsourced to third-party entities. The client must provide comprehensive and detailed information regarding the nature and scope of outsourcing.

Furthermore, the client is required to actively involve any such external entities in collaboration with BMM CB. The engagement entails establishing a clear 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 informed.

BMM CB reserves the right to extend its assessment to third-party entities deemed pertinent to the certification process, assessing their competence, expertise, and adherence to relevant standards.

2.2 CLIENT COOPERATION

Client shall provide, at no cost to BMM, all commercially reasonable cooperation, as asked for by BMM CB. 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. In case of any subsequent changes to the information provided (e.g., changed contact data of the client company, changed client company status, or changed contact personnel), the client shall promptly notify BMM CB.

3. CERTIFICATION PROCESS

3.1 APPLICATION REVIEW

Upon receipt of a certification submission package, BMM CB completes an initial administrative application review. The review evaluates the package for completeness and ensures that requirements are mutually understood and agreed upon. If incomplete, additional information or items may be required from the client. The review verifies that selected gaming jurisdiction is within accredited scope, and that the application is not about security-related BMM services.

An application may be rejected if it is incomplete (e.g., missing documentation or missing signatures), if the client does not accommodate any requests for additional information or items, or if the application is requesting a service that is not in the accredited scope. If any of these is the case, the application is rejected (evidenced by BMM not signing the application form) and the client is notified.

3.2 ACQUIRING TEST RESULTS

The options for acquiring product test results (may be combined within a single certification) are:

1. Testing is performed by BMM's ISO/IEC 17025-accredited or ISO/IEC 17020-accredited test laboratory, following the accredited testing process. Test report may or may not be issued as part of this process, depending on circumstances: it is not strictly necessary for certification, but certain jurisdictions require it (Greece, Republika Srpska), and the client may also request to receive it, in which case it is prepared and issued (in addition to the certificate).
2. A third-party (non-BMM) ISO/IEC 17025 or ISO/IEC 17020 report, or an ISO/IEC 17065 certificate, is submitted by the client.

3.2.1 Acceptance of third-party reports / certificates

When third-party (non-BMM) reports or certificates are submitted by the client, the following acceptance conditions apply:

- The report / certificate issuing organization shall be accredited according to one of the following standards, depending on the activity performed and applicable jurisdiction: ISO/IEC 17025 or ISO/IEC 17020 or ISO/IEC 17065.
- The product type shall be listed within the organization's accredited scope.
- For jurisdictions with such a requirement, the jurisdiction and/or its current regulations shall be listed within the organization's accredited scope.
- Submitted report / certificate shall be accordingly accredited.
- Submitted report / certificate shall unambiguously identify the product: software identification should be done through versions and verifiable digital signatures (hashes); hardware identification should be done through full model name(s) and identification number(s), as appearing on product identification plates.
- It shall be evident from the submitted report / certificate that testing has been performed against applicable jurisdictional regulations, including the list of regulatory documents used as compliance criteria.
- It shall be evident from the submitted report / certificate, which individual regulatory requirements have been tested, and what were the test 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 a 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 the above conditions are met, BMM CB generally does not perform additional testing 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 testing, such as the project file with project records, process documentation, and/or test evidence (note that under normal circumstances, evidence is not required), and/or
- product sample and further 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), and/or
- additional testing activities to be performed.

3.3 EVALUATION AND REVIEW

An evaluation of test results is conducted to determine the product compliance with the latest applicable technical requirements and standards.

BMM CB has the discretion to assign additional testing activities to be performed. Such testing activities are performed by qualified BMM test personnel, unless otherwise specified and communicated to the client. In either case, all testing activities shall be performed under pertinent accreditation.

BMM CB informs the client if non-conformities are identified. At the discretion of the client, BMM CB may then either terminate further activities, or upon resolution of non-conformities, resume the process. As resolving the non-conformities may imply the client changes the product, the process resumption may first involve re-testing of the requirements related to product change(s).

Upon successful completion of the evaluation, a review of the complete project is performed. Successful review results in a certification recommendation, which is provided to the PCCC.

3.4 CERTIFICATION DECISION

A decision regarding granting or denial of the certification is made by a member of the PCCC, based on review recommendation and on project documentation.

To avoid potential conflict of interest, personnel involved in testing activities for the product under certification are never involved in the certification decision for this same product.

In case of a positive outcome of certification, the certificate is issued. If the decision is not to grant certification, the client is provided with the reason(s) for denial.

4. CERTIFICATE MAINTENANCE AND VALIDITY

4.1 VALIDITY PERIOD

Generally, jurisdictions do not foresee a time limitation of certificate validity for gaming products.

4.2 CERTIFICATE HOLDER, CERTIFICATE OWNER

The client stated on the certificate is the holder of the certificate. At all times however, BMM CB remains the owner of the certificate, because BMM CB remains responsible for certificate maintenance, registry keeping, and e.g. in the case of discovering subsequent non-conformities for withdrawal of the certificate.

4.3 SUBMISSION ITEMS MAINTENANCE

Items submitted prior to / during certification (product samples, documentation, software) are normally kept by BMM CB for as long as there exist jurisdictional requirements for potential post-certification investigations.

4.4 SURVEILLANCE

No gaming regulatory body requires surveillance of certified products. Nevertheless, the client must inform BMM CB about any complaints it receives in relation to the certified products (see relevant section below). Further, the client must properly maintain the manufacturing process of the certified products and communicate any modifications (see relevant section below).

4.5 COMPLAINTS RECEIVED BY THE CLIENT

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

4.6 PRODUCT MODIFICATIONS, MANUFACTURING PROCESS 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 related to the product manufacturing process, or any other change that may affect product compliance to the technical standards or jurisdictional requirements stated on the certificate.

The client shall not use the certificate in relation to a modified product. The client shall also not use the certificate if, due to whichever reason, the product identification or any other information presented by the certificate becomes in any way inaccurate or misleading.

4.7 CERTIFICATE WITHDRAWAL

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

- Subsequent unfavorable findings about the certified product occur.
- The client fails to comply with or breaches the provisions of this scheme, of the certification agreement, or any other contractual obligation with BMM.
- The client provides false or misleading information or otherwise deceives BMM in relation to the certified product.
- The client ceases to produce the certified product, and the certified product ceases to be used.
- The client modifies the product (making it different from the one certified) and attempts to continue using or advertising the certificate or certification status in relation to the modified product.
- The client in any way implies or advertises that the certificate covers products that are not subject to a given certificate, or in any other way falsely implies the certification status of products.

- The client fails to settle the invoices related to certification, becomes insolvent, enters receivership, or otherwise becomes bankrupt.
- The client requests certificate withdrawal.

In instances of withdrawal, the client shall immediately discontinue the use of the affected certificate and the use of all advertising materials containing references to the certificate or references to the certification status of the affected products; the client shall also notify all affected organizations / interested parties. If applicable, BMM will notify the relevant gaming authorities.

5. COMPLAINTS

The 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. QM will investigate the complaint, requesting assistance and input from the PCCC or any other BMM CB 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.

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

All communications regarding complaints are maintained by BMM CB, facilitating any subsequent investigations.

6. APPEALS

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

- refusal to accept an application or to proceed with the certification process,
- decision to deny or withdraw certification,
- any other action that impedes the attainment of certification.

The 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 response will be issued within 30 working days detailing the appeal decision and outlining any further actions, if required. If the client disagrees with the appeal decision it may bring the matter to the relevant gaming regulator.

All communications regarding appeals are maintained by BMM CB, facilitating any subsequent investigations.

7. CONFIDENTIALITY AND CERTIFICATE ACCESS

Protecting confidential information is critical to the integrity of BMM and its clients. All information shared between the client and BMM during the certification processes shall be treated as confidential and may not be disclosed to any third party without the other party's written consent (except information which has already been available publicly). This also includes information about a client which BMM may acquire through (non-public) sources which are unrelated to the client, e.g. from a complainant or from a regulator. Further, the applications for certification are themselves treated as confidential until the conclusion of the individual certification process.

General confidentiality terms are agreed in a separately signed non-disclosure agreement (NDA) between the client and BMM. Notwithstanding the NDA:

- Certificate is made available to the client and any authorized designees of the client.
- Certificate and certification information is made available to the relevant authority (gaming regulator, gaming board) and any related authorized inspection bodies of the target gaming jurisdiction.
- Upon request from a third party, BMM CB will at a minimum confirm the validity of a certificate for an identified product.

The means of providing the certificates is through an online database, via email, or by other means if so agreed.

8. CERTIFICATE USE, ACCREDITATION MARK, "BMM CERTIFIED" MARK

The client shall not use or reference BMM certificates or refer to BMM in any manner that would imply BMM's endorsement or approval of the certified product beyond a determination of its compliance with technical standards or jurisdictional requirements specified on the certificates. The client shall also not use or reference BMM certificates or refer to BMM in any manner that would imply BMM's endorsement or approval of anything other than the actual product(s) certified.

In instances where certificates or other certification documentation is distributed, the client must ensure that these are only reproduced or distributed in entirety, unless specifically agreed in writing with BMM CB.

BMM CB is the holder of the accreditation and is responsible for proper use of its accreditation mark. The accreditation mark is used by BMM CB to demonstrate its accredited status, and the accredited status of its certificates. Only BMM CB can apply its accreditation mark to the certificates. The client may not under any circumstances use the accreditation mark by itself. The client is made aware that as accredited body, BMM CB is obliged to notify its accreditation body of any illegitimate use of the mark, as well as to take any actions that may assist the accreditation body in the event of falsification or manipulation of certificates that include the mark.

"BMM Certified" mark is not used for certifications through BMM Slovenia.

9. FEES AND INVOICES

BMM invoices its certification services to the client, including the services of certificate granting, certificate denial, certificate withdrawal, and for any certification processes which may remain incomplete. The fees and rates pertaining to certification work are available upon request to the relevant Business Development representative or BMM office performing the work.

If the client fails to settle the invoices, BMM may elect to terminate or suspend its services to the client. The client also agrees that BMM is then entitled to reasonable attorney fees should any action at lay or in equity be brought by BMM to enforce invoices' settlement or to recover past due amounts.

10. DISPUTES AND GOVERNING LAW

In case of dispute between the client and BMM:

- Slovenia laws and courts are used if the certification has been submitted to BMM Slovenia,
- US Nevada laws and courts are used if the certification has been submitted to BMM North America.

In case of litigation, the losing party shall reimburse the prevailing party with reasonable attorney fees, court costs, arbitration fees and other associated expenses.