



Appendix 7 to Framework agreement

LEIA CODE OF CONDUCT

Agreement no: LEIA 22-09

RGS content

LEIA Code of Conduct

1. The Purpose of this Code of Conduct

This Code of Conduct is developed by Lotteries Entertainment Innovation Alliance (“LEIA”) and supplements LEIA’s agreements (“Agreement”) with suppliers (“Supplier/Suppliers”). This Code of Conduct sets forth general requirements and expectations to Suppliers’ conduct and operations.

2. Compliance with laws and regulations

In addition to compliance with the Agreement and this Code of Conduct, Suppliers must comply with all applicable laws and regulations. If there are differences between laws/regulations and this Code of Conduct, the highest standards that are consistent with applicable local laws will prevail.

3. Human rights and Workers rights

The Supplier must respect, support, and acknowledge fundamental human rights and the rights of workers as defined in the United Nations guiding Principles for Business and Human Rights, the ILO Declaration on Fundamental Principles and the Rights at Work, and the OECD Guidelines for Multinational Enterprises.

The Contractor shall have written policies that govern working conditions, and that are clearly communicated to all employees. As a minimum requirement, these policies are expected to cover employment contract terms and conditions, working hours, pay, health and safety, complaint mechanisms, disciplinary procedures, and termination of employment. To the extent that working conditions are governed by employment contracts with all employees, written policies that govern the same matters are not required.

Suppliers must ensure that their products and services are produced under decent working conditions and with respect to the abovementioned human and workers’ rights, and further to ensure this throughout the entire supply chain.

4. Corruption and bribery

The Contractor shall conduct itself in an ethically appropriate, fair, and professional manner in all its dealings with LEIA and its customers. The Contractor shall comply with all legislation and regulations governing the prevention and detection of bribery, corruption, fraud, and other illegal business practices. The Contractor shall not offer, promise, or provide any form of improper benefits, services, or incentives to employees of LEIA, lottery representatives, civil servants, international organizations or other third parties with the intention of obtaining a personal benefit or commercial advantage. This applies regardless of whether or not the benefit in question is offered directly or indirectly via an intermediary.

LEIA has a zero tolerance for corruption and bribes of any kind. Suppliers shall:

- Not accept or partake in any form of corruption or bribery, including any kind of payment or other form of benefit conferred on any government official.

- Neither directly nor indirectly provide employees or representatives of LEIA with gifts. Exceptions can be made for gifts of insignificant value in connection with lectures or similar events.
- Not provide employees or representatives of LEIA with discounts, expense coverage, gifts, or other benefits in connection to tenders, contract negotiations, or award of contracts.

5. Sustainability

Suppliers must comply with all applicable laws and regulations regarding climate and environmental protection. Suppliers must take adequate measures to reduce their contribution to negative impacts on the climate and environment.

6. Fair competition

Suppliers must respect fair and open competition and comply with antitrust and competition laws and regulations. Suppliers must not under any circumstances cause or be involved in a breach of such laws and regulations, including illegal price collusion or market sharing.

7. Conflict of Interest

The Contractor may not, without the written consent of LEIA, have or enter into a contractual relationship/cooperation with legal or physical persons that offer gaming products or services to consumers in violation of the laws within the LEIA jurisdictions, or that are involved in activities that could give rise to a conflict of interest or hinder the Contractor's performance of the Contract with LEIA or the lotteries.

The Contractor has a duty to notify LEIA without delay in the event of a conflict of interest arising between the interests of LEIA and those of a third party that the Contractor has a commercial relationship with, or that the Contractor is owned by, jointly owns a venture with or owns.

8. Money laundering

Suppliers must oppose any form of money laundering and must take all necessary measures to prevent that their financial transactions and business activities are used to launder money.

Suppliers must have efficient internal routines to detect and handle irregularities relating to payments or to the origin or destination of money and property in accordance with applicable laws and regulations.

9. Personal data and Privacy

Suppliers must respect the data privacy of individuals and ensure protection of individuals' personal data. Suppliers must comply with applicable data privacy laws and regulations when collecting, processing, and storing personal data.

10. Review and control

Suppliers are obligated to comply with this Code of Conduct during the entire term of their contractual relationship with LEIA.

At the request of LEIA, Suppliers must report on fulfillment of the requirements in this Code of Conduct.

11. Failure to comply with this Code of Conduct

Failure to comply with this Code of Conduct shall be considered as a breach of the Agreement. In case of breach, the Supplier must seek to rectify the breach within a reasonable time limit set by LEIA. The corrections must be documented in writing and in the manner determined by LEIA. Substantial breach of the Agreement can be invoked by LEIA as grounds for termination of the Agreement, regardless of any corrections made by the Supplier.

If a breach occurs in the supply chain of the Supplier, LEIA can demand that the Supplier replace the subcontractor(s). Such replacement shall be done at no cost to LEIA.

If the Supplier becomes aware of any circumstances in violation of this Code of Conduct, the Supplier must report this to LEIA without undue delay.

Where it is likely that a breach of these Ethical guidelines for Contractors has represented a financial benefit or saving for the Contractor or its subcontractor, LEIA is always, in addition to and irrespective of any other provisions concerning breaches that LEIA can invoke, entitled to a reduction in price equal to the financial benefit or saving for the Contractor or its subcontractor. This only applies in those cases where LEIA cannot substantiate that the goods or services in question have incurred a greater deterioration in value as a result of the breach.

Material breaches of this Ethical guidelines for Contractors will be regarded as material breaches of the Contract.