

Svenska Spel Supplier Code of Conduct

Svenska Spel AB ("Svenska Spel") is owned by the Swedish state and is the largest and most well-known gaming company on the Swedish market. Svenska Spel offers entertaining products and experiences in a safe and secure way that contribute to dreams, excitement and joy every day. Svenska Spel's surplus goes to the treasury and thus benefits society as a whole.

Svenska Spel strives for the products offered to be socially, economically and environmentally sustainable in the long term. Svenska Spel's sustainability work covers the areas of community engagement, responsible gambling, business responsibility, employees and environment and climate.

An important part of Svenska Spel's long-term and strategic sustainability work is to ensure that Svenska Spel works with suppliers who work in a structured manner with, and share, our high ambitions in sustainability. Svenska Spel has therefore developed this code for suppliers ("Supplier Code").

Fundamentally, suppliers (below the "Supplier") to Svenska Spel, according to this Supplier Code, must have routines to ensure that all goods, services and contracts delivered to Svenska Spel are produced under conditions that are compatible with:

- The UN Declaration of Human Rights from 1948 (www.un.org)
- UN Convention on the Rights of the Child, Article 32 (www.un.org)
- UN Global Compact ten (10) principles (www.unglobalcompact.org)
- The ILO's eight core conventions, Nos. 29, 87, 98, 100, 105, 111, 138 and 182 (www.ilo.org)
- The worker protection, the work environment legislation and the environmental protection legislation that applies in the Country of manufacture.
- The labor law, including, where applicable, minimum wage legislation and the social security protection applicable in the Country of manufacture.

In the Supplier Code, the Country of manufacture means the country where the product or service is produced.

In the headings below, the requirements/principles above are made more concrete. In some cases, the requirements are tightened. It also explains how compliance and control of compliance with the Supplier Code takes place. Finally, the consequences of non-compliance with the Supplier Code are also described.

1. HUMAN RIGHTS

1.1 Respect for internationally recognized human rights

The Supplier respects the internationally recognized human rights and undertakes not to cause, participate in or through its business activities be linked to a negative impact on human rights.

2. EMPLOYEE RIGHTS

2.1 Generally applicable legislation

If the current law in the Country of manufacture imposes stricter requirements than what follows from the ILO core conventions, the UN Convention on the Rights of the Child or the UN Declaration of Human Rights from 1948, the Supplier must comply with the national legislation.

2.2 No incidence of forced labour (ILO 29 and 105)

The Supplier may not directly or indirectly use any form of forced or penal labor. The Supplier must not force the employee to deposit valuables or identity papers.

2.3 Freedom of association and the right to organize (ILO 87 and 98)

If the right of association in the Country of manufacture is limited, the Supplier shall contribute to ensuring that the employees regularly meet with the company management to discuss wages and working conditions without the employees suffering any consequences.

2.4 No occurrence of discrimination (ILO 100 and 111)

The Supplier must ensure a work environment free from discrimination and harassment due to gender, gender identity or expression, ethnic affiliation, religion or other beliefs, functional variations, political opinions, sexual orientation or age.

2.5 No occurrence of child labour (ILO 138 and 182)

The Supplier may not directly or indirectly use child labor as defined in the ILO conventions.

2.6 Wages and working hours

The Supplier must pay salary directly to the employee, at the agreed time and in full. Working hours must be regulated and reasonable. Salary deduction as a disciplinary measure is not permitted.

2.7 Work environment, health and safety

The Supplier must ensure a safe and secure working environment for its employees. The Supplier must inform the employees about any health risks that the work may entail. All employees must have access to, and use, relevant protective equipment. Accidents and occupational injuries must be prevented and documented.

3. ENVIRONMENT

3.1 The Supplier must conduct systematic environmental work and have good knowledge of its environmental impact based on its operations. The Supplier must strive to have a business model and strategy that are compatible with the transition to a sustainable economy, where global warming is limited to 1.5°Celsius, in line with the Paris Agreement. This includes that

the Supplier must work on continuous improvements by reducing its environmental impact in the product/service life cycle.

4. BUSINESS ETHICS AND ANTI-CORRUPTION

4.1 Zero tolerance for corruption

The Supplier must not be guilty of any form of corruption, including extortion and the giving and taking of bribes. The Supplier must work proactively to prevent all types of corruption. Furthermore, national legislation in the Country of manufacture must always be followed.

4.2 Money laundering and financing of terrorism

The Supplier must carry out preventive work as well as and prevent its own operations from being used for money laundering or financing of terrorism through established routines to achieve good knowledge of its partners and suppliers, as well as knowledge and understanding of the purpose of the business relationship. Furthermore, national legislation in the Country of manufacture must always be followed.

5. RESPONSIBLE GAMBLING

5.1 A Supplier who works with gambling related product development, marketing and/or sales and/or gambling monitoring must, at Svenska Spel's request, ensure that its staff (its own as well as staff provided by subcontractors) complete Svenska Spel's special training for gambling responsibility. The aim of the training is to create awareness and understanding of the negative consequences and risks of gambling.

5.2 A Supplier whose staff (its own as well as staff provided by subcontractors) work in direct contact with Svenska Spel's customers, such as e.g. staff at live casinos, must, at Svenska Spel's request, ensure that the staff in question familiarize themselves with, and then keep up to date with, the customer care requirements ("duty of care") to which Svenska Spel has to relate, as well as Svenska Spel's internal procedures regarding gaming responsibility. The Supplier must also ensure that the staff in question, at Svenska Spel's request, actively participates in meetings and in-depth training regarding the duty of care and gambling responsibility that are tailored to their specific assignments at Svenska Spel.

6. COMPLIANCE AND AUDIT

6.1 The Supplier must comply with the requirements prescribed in the Supplier Code and must also have suitable control systems to ensure that these requirements are met. As far as it is within the Supplier's control, the Supplier must also ensure that the current requirements are met by any subcontractors (including subcontractors to such suppliers, etc. down the supply chain) that are directly or indirectly used when the Supplier delivers goods, services or contracts to Svenska Spel.

- 6.2 If the Supplier has been found guilty of a violation of the legislation specified in the Supplier Code in a legally binding judgment in the Country of manufacture, the Supplier is obliged to inform Svenska Spel of this in writing as soon as possible.
- 6.3 Transparency in the supply chain is required to guarantee compliance with the Supplier Code. The Supplier must therefore enable control (below "Audit") of the compliance with the Supplier Code, e.g. in the form of a full or partial, oral or written, audit and/or site investigation/spot test and/or evaluation. The Audit must be notified in writing at least thirty (30) working days in advance. Svenska Spel shall have the right to conduct such an Audit one (1) time per calendar year.
- 6.4 The Audit must be carried out in such a way that it does not entail any risk of the Supplier violating its confidentiality obligations towards its other customers.
- 6.5 If Svenska Spel performs or, via an independent third party that is reasonably acceptable to the Supplier, performs an Audit related to the Supplier Code, the Supplier must cooperate fully so that the purpose of the Audit can be achieved. The Supplier shall, upon request, as soon as possible provide the information requested by Svenska Spel (or an independent auditor engaged by Svenska Spel) and shall also, where appropriate, provide access to production sites, etc., where this is required in order for the Audit to be carried out in an appropriate manner. In the event that deviations are discovered during the Audit, these must be remedied as soon as possible.
- 6.6 In the event that the Audit reveals that the Supplier does not meet the requirements in the Supplier Code in a material respect, Svenska Spel has the right to transfer the cost of the Audit to the Supplier. In such cases, Svenska Spel also has the right, but not the obligation, to terminate all agreements with the Supplier with immediate effect or at a later date that Svenska Spel specifies in the termination. In such cases, the Supplier is not entitled to make any claims against Svenska Spel.
- 6.7 If Svenska Spel so wishes, Svenska Spel, instead of terminating all agreements with the Supplier in accordance with what is stated in paragraph 6.6 above, has the right to demand that the deficiencies discovered in connection with the Audit be remedied within a reasonable time. If reasonable remedial measures are not carried out, or do not lead to acceptable results, Svenska Spel retains the right to terminate all agreements with the Supplier as stated above.
- 6.8 What is stated in paragraphs 6.6 and 6.7 above regarding Svenska Spel's rights shall also apply in the event of the circumstances stated in paragraph 6.2 above.
- 6.9 At the Supplier's request, the parties involved in the Audit of the Supplier Code must enter into a confidentiality agreement, with content that can reasonably be accepted by Svenska Spel, regarding the circumstances described in the Audit.

By having an authorized representative of the Supplier sign the Agreement in which this document is included as an appendix, the Supplier certifies that it accepts and lives up to Svenska Spel Supplier Code of Conduct.

("The Supplier")

Corporate identity number