REGULATION OF QUINEL PRODUCT CERTIFICATION

(ONLINE GAMING SYSTEMS)

INDEX OF REVISIONS

REV.	DATE	DESCRIPTION OF CHANGE	REDIGE	AUTHORIZE
00	15.05.2020	Initial issuance	RQ	DG
01	21.05.2021	Updated the terms and definitions section. Removed all references to the GLI 27 certification scheme.	RQ	DG
02	30.07.2021	Modified Sections 5.1 - 5.5 following Accredia findings	RQ	DG
03	14.09.2021	Modifications of § 5.4 -§ 5.5 -§ 5.5.1	RQ	DG
04	01.12.2021	Extended the scope of the scheme to include Greek regulations	RQ	DG
05	15.03.2022	Implementation of Accredia findings	RQ	DG
06	21.03.2022	Implementation of Accredia findings	RQ	DG
07	18.10.2022	Extended the scope of the scheme to include Danish regulations Update to Greek regulations: General Revision	RQ	DG
08	11.11.2022	Modifications following Accredia's document review	RQ	DG
09	01.12.2022	Modifications following Accredia's document review	RQ	DG
10	31.07.2023	Modifications following the findings of the internal audit	RQ	DG
11	15.09.2023	Update to Swedish Regulation SIFS 2022:3	RQ	DG
12	07.03.2024	Updated the certification validity period for games/RNG in Greece and conducted a general revision.	RQ	DG
13	24.02.2025	Extension of the scope in relation to the changes to the Danish certification scheme effective from January 1st, 2025	RQ	CEO
14	05.05.2025	Reference correction – Standard SCP.06.00.00.EN.2.0	RQ	CEO
15	29.05.2025	Implementation of Accredia findings	RQ	CEO
16	27.08.2026	General review, specification of the absence of a client's right to a Quinel certification mark.	TM	QM

Document Summary

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1. SCOPE AND FIELD OF APPLICATION

1.1. Scope

The present is to define the rules regulating the relationship between Quinel Ltd (hereinafter referred to, as the "CAB") and its clients (hereinafter referred to, as "the client") in relation to their certification agreement (relating to gaming platforms, games, and Random Number Generators, etc..) under the certification scheme as referenced hereto, paragraph 2.1.

1.2. Field of Application

This regulation applies to all certification agreements in relation to the following standards and local regulations:

Sweden:

- SIFS 2022:3 – Swedish Gaming Authority's regulation and general advice on technical requirements for inspection, testing and certification of gaming systems – and subsequent revisions thereof,

Greece:

- Decision with Reference number 79835 ΕΞ 2020 (B' 3265) entitled "Adoption of Gaming Regulation on the Organisation and Operation of online games of chance." published on 05/08/2020, as amended with the decision with reference number 56604ΕΞ 2022 (B 2185) and with the decision with reference number 67663ΕΞ 2022 (B 2483) and applicable della Hellenic Gambling Commission (HGC), and subsequent amendments thereof,
- Decision with Reference number 79841 ΕΞ 2020 (B' 3266) entitled "Adoption of Regulation on the Technical Specification (TEP) for the Organisation and Operation of online games of chance" published on 05/08/2020, as amended with the decision with reference number 58876ΕΞ 2022 (B 2232) and applicable della Hellenic Gambling Commission (HGC) and subsequent amendment thereof,
- Law No. 4002/2011 (A 180) Part D Chapter H entitled "Regulation of the Gaming Market" as last amended by Law No. 4635/2019 (A167), and subsequent amendment thereof,

Denmark:

- Spillemyndigheden's Certification Programme - Information Security Management System SCP.03.00.EN.2.0
- Danish Gambling Authority's Certification Programme - Information Security Management System SCP.03.00.EN.3.0 and subsequent revisions thereof,
- Spillemyndigheden's Certification Programme - Change Management Programme SCP.06.00.EN.2.0, SCP.06.00.EN.3.1 and subsequent revisions thereof,
- Danish Gambling Authority's Certification Programme – Requirements for RNG SCP.01.00.EN.1.0, and subsequent revisions thereof,
- Danish Gambling Authority's Certification Programme – Requirements Games SCP.07.01.EN.1.1, SCP.07.03.EN.1.1, and subsequent revisions thereof,
- Danish Gambling Authority's Certification Programme – Requirements for Base Platform SCP.02.00.EN.1.0 and subsequent revisions thereof.

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2. CERTIFICATION FRAMEWORK

2.1. Principles

Quinel Ltd operates as a Conformity Assessment Body and thereby is required to maintain an independent status besides operating in accordance with criteria set forth within the applicable professional standards as regards impartiality.
The activities under a certification agreement shall be performed (under ISO 17065:2012 accreditation) in accordance with the approved certification scheme, namely **"SC Product Certification Scheme_Online Games_Rev19.pdf"** and subsequent revisions thereof,

- whereas the validity of the certificate is established as to one year (12 months) as a baseline, under condition that no change is made to the product object of the certification in a manner to alter the technical specifications thereof as established during the certification process,
- whereas an exception to the baseline certification validity period is made pertaining to games and RNG items, for which no expiry date is set, as the certification's validity shall be tied to the immutability of the software as identified through specific critical modules, as with the client's obligation to maintain a valid gaming platform certification (commonly referred to, as RGS or Remote Game Server) should compliance validation of certain requirements depend upon it (i.e. for game certification through the SCP07 program within the Danish Regulation),
- whereas it's hereby established that the certification scheme hereof does not require the undertaking of any surveillance activity with no prejudice to the client's obligation to operate the certified product and maintain the technical specification thereof as established and as certified,
- whereas it's hereby established that a certification issued under the certification scheme (and the certification agreement) hereof does not come with any right for the client to use any CAB's certification mark; the usage by the client of any logo or mark attributable to CAB embedded within or in association with the certified product shall constitute a breach of this regulation.

The certification scheme hereof is an intellectual property of Quinel Ltd, whereas Client shall have the right to request consultation of it at the any stage of the certification process.

2.2. Client's Right

a. The client has the right, besides all that have already been stipulated in the certification agreement, to a professional treatment, and to request changes in the assessment plan that may not align with their business necessities or may not create the conditions for an impartial evaluation, and this with no prejudice to CAB's obligation to operate with total impartiality.

b. The client shall be notified in writing about the decision to suspend an ongoing certification process as applicable and shall be provided with all necessary details that constitute ground for such a decision. The suspension of the certification process shall be formalized only upon confirmation that ground for such decision was properly established, including a review of the client statements on the matter after a request for feedback.

c. The client shall be notified in writing about the decision to revoke an existing certification as applicable and shall be provided with all necessary details that constitute ground for such a decision. The revocation of the certification shall be formalized only upon confirmation that the ground for such a decision was properly established, including a review of client statements on the matter after a request for feedback.

d. The client shall receive in writing a formal report on findings that may prevent a favorable certification decision as applicable, and shall be provided with all necessary details that constitute ground for such a decision. The

decision not to grant a certification shall be formalized only upon confirmation that the ground for it was properly established, including a review of the client statements on the matter after a request for feedback.

e. The client shall be provided with all necessary means and information to appeal unfavorable decisions regarding their certification applications.

f. Clients may request an extension to the scope of an existing certification, to undergo the overall stages of the certification process per ISO 17065:2012, namely application, application review, evaluation, review and decision.

2.3. Client's Obligations

a. The client acknowledges that the validity of the certification is conditioned upon maintaining the conditions set forth under paragraph 2.1.

b. The client will not use the certified product in a manner that brings prejudice to CAB in any way, shape or form.

c. The client acknowledges that the certification scheme hereof is subjected to accreditation by a third-party body, that may have access to information or assessment records relevant to the certification process, and the client must facilitate it, with no prejudice to CAB's obligation for confidentiality per the certification agreement.

d. The client acknowledges that CAB has an obligation to follow third-party accreditation body regulations, and must provide support on such matters in relation to their certification agreement, and this with no prejudice to any of the conditions set thereof.

e. The client also acknowledges within this context their obligations with respect to the conditions set forth in the certification agreement itself.

f. The client shall notify changes to the scope of the certification no later than 3 days before the agreed date for the commencement of the certification process, exceptions may be granted on a case-by-case basis and at sole discretion of CAB.

g. The client shall provide as requested, and with full transparency, any information relevant to the evaluation of compliance in relation to the certification agreement.

2.4 Certification decisions, suspensions and revocation

The certification shall be granted only upon a positive certification decision as per ISO 17065, and this after all previous stages of the certification process – namely application, application review, evaluation and review – have been fulfilled and there is ground for a favorable decision whereas:

- CAB may not finalize the certification agreement if the criteria set forth for the application review are not met;
- CAB will not grant the certification as result of the outcome of the certification process if the certification requirements were not proven to have been fulfilled as per ISO 17065:2012, 7.7.3-b;
- a certification decision may relate to a scope narrower than the one requested by the client;
- The certification process may be suspended shall the client not fulfill their obligation under paragraph 2.3.c, 2.3.f, 2.3.g;
- a certification already granted may be suspended or revoked if the client is proven not to have fulfilled either of their obligations as stated under paragraph 2.3.a, 2.3.b, 2.3.c, 2.3.d, 2.3.e.

2.5 Appeals

The client may request a review of any decision made within the context of their certification agreement, and in particular, assessment results that may not establish ground for a favorable certification decision, whereas the assessment result dispute resolution policy is stipulated as follows:

Quinel Ltd is to offer its customers the opportunity to review assessments findings through a dispute resolution process whereby customers can:

- present complementary information that had not previously been witnessed,
- provide irrefutable clarifications on previously submitted documentation or information already reviewed,
- provide undeniable proof of resolution of the findings that have fully been acknowledged, shall there be a clause for revaluation in the certification agreement.

The dispute resolution process is to follow professional practices having the objective to finalize the assessment results with full acknowledgement of the customer as with no doubts on any assessment area, detail or information that may not have been reviewed thoroughly.

In all cases it must be clarified that customers cannot dispute assessment results without any ground or based solely on subjective opinions, and the dispute resolution can be initiated only in presence of tangible evidence.

The assessment dispute resolution form shall be submitted by email to support@quinel.com.mt within 10 days from the formal submission of the assessment result and, shall a re-assessment, re-test or gap review being requested shall the customer be willing to remediate on one or more findings, the re-assessment, re-test or gap review shall occur within 30 days from the formal submission of the initial assessment result except for particular circumstances.

More in general, appeal to any decision related to a certification agreement must be addressed by email to the service support (support@quinel.com.mt) withing then 10 days from the notification thereof.

2.6 Complaints

Customers may reach out to the service support to address complaints pertaining to rights related to the certification agreement that they believe has not been fulfilled, including commercial aspects, mismanagements, delays or other aspects that may bring them prejudice.
Complaints must be addressed by email to support@quinel.com.mt, with the content thereof explaining the reason for the complaint and the request that is made to CAB.
It should be noted that a section is managed within CAB's website (https://www.quinel.com.mt , section 'Contact Us') for general request for contacts.

3. MANAGEMENT OF ASSESSMENT FINDINGS

3.1. Finding Classification

Findings identified as result of the evaluation (and review thereof) of the product object of the certification agreement, may be classified as follows:

a. **Non-Compliance** (may also be referred to, as 'Major Non-Compliance'): failure to meet a requirement from a given technical standard,
b. **Minor Non-Compliance**: refers to a process designed to meet a given requirement and appearing to not have completely fulfilled its objective,
c. **Improvement Recommendation**: finding non directly associated with a failure to meet a given requirement from the standard under review, but rather pointing out to a material or potential deficiency of a process which may lead a control to fail (as in failure to meet compliance) under given circumstances.

3.2 Finding Management Policy

Non-Compliance	The client will be notified of the negative outcome of the evaluation (and review thereof) and will be required to implement corrective actions to allow a decision to be made. The client has the option to submit an appeal in accordance with the terms as specified under paragraph 2.2.
Minor Non-Compliance	The client shall activate a corrective action plan and submit details thereof to CAB, acceptance whereof (by CAB) is conditional upon a positive decision on the certification.
Improvement Recommendation	Opportunities for improvement will be presented to the client with the aim of feeding data to their risk assessment, whereas the systematic implementation of corrective actions in relation to this category of finding is not a requirement, thereby not a pre-condition for the certification decision.

3.3 Certification Documentation

As per ISO 17065:2012, upon a positive certification decision (which may require validation of corrective actions within the certification process as per paragraph 3.2), CAB will provide the client with formal certification documentation that clearly conveys, or permits identification of the following:

- the name and address of the certification body,
- the date certification is granted,
- the name and address of the client,
- the scope of certification,
- the term or expiry date of certification, if certification expires after an established period,
- any other information required by the certification scheme whereas.

Regulatory References

- *UNI CEI EN ISO/IEC 17065:2012 – "Conformity assessment - Requirements for bodies certifying products, processes and services"*
- *SC Product Certification Scheme_Online Games_Rev19 – "Scheme for the certification of online games in accordance to regulatory standards for: Swedish Gambling Authority; Hellenic Gambling Commission; Danish Gambling Authority"*
- *RG-09-Regolamento-uso-marchio-QUINEL-rev01-EN – "Regulation for the usage of Quinel trademark"*