

GENERAL CONDITIONS FOR THE PURCHASE OF GOODS AND/OR SERVICES

1. Recitals

These general conditions for the purchase of goods and/or services ("GCP") and the relevant annexes are an integral part of any Purchase Order ("PO") stipulated by each of the companies belonging to Lottomatica Group, as listed on the website www.lottomaticagroup.com on the page "Group Structure".

2. Definitions

Unless otherwise specified, the following definitions shall have the meanings below, and the same meaning shall be given to both the singular and the plural.

"Purchaser": any of the following individual companies belonging to the Lottomatica Group, when purchasing goods and/or services;

"Goods": the goods listed in the quantity and quality indicated in the PO;

"General Conditions of Purchase" and/or **"GCP"**: means these general conditions for the purchase of goods and/or services;

"Special Conditions": any special conditions drawn up between the Purchaser and the Supplier, including any attachments;

"Price": as described in art. 12 of the these GCPs;

"Supplier": the natural and/or legal person to whom the PO is addressed;

"Supply": indicates the Goods and/or Services covered by the PO;

"Order" and/or **"PO"**: the purchase order transmitted by the Purchaser;

"Party" and/or **"Parties"**: the Purchaser and/or the Supplier jointly and/or severally;

"Services": the services in the quantity and quality indicated in the PO;

3. Validity of the General Conditions

The General Conditions of Purchase apply between the Parties except for specific derogations in the PO and/or the Special Conditions; any derogations and/or different conditions resulting from other documents and/or agreements shall not apply between the Parties and shall be considered null and void.

The GCP shall be deemed to be accepted by the Supplier pursuant to Article 1341(1) of the

Italian Civil Code. Their acceptance constitutes an express waiver by the Supplier of their terms and conditions of sale and express acceptance of the terms and conditions set out herein. The Purchaser reserves the right to periodically revise these GCP in writing, and an updated version will be published on the official website www.lottomaticagroup.com on the page "General Conditions".

If one or more of the clauses contained in the GCP and/or the Special Conditions is annulled and/or is declared null and void or ineffective by law, the validity of the remaining clauses remains unaffected.

4. Effectiveness of the General Conditions

The GCP will be effective from the date of acceptance of the PO, as further specified in Article 7.1 below, or from the different date indicated in the Special Conditions.

The GCP, duly signed, replace any previous general conditions.

5. Concluding the Order

The PO is made on the basis of these GCP and/or the Special Conditions, which shall form an integral and substantial part of the PO. In the event of a conflict between the provisions contained in the GCP, those contained in the PO and in the Special Conditions, the latter shall take precedence.

6. Variation to and/or cancellation of the Order

Each PO may be varied in the quality and/or quantity of the Goods and/or Services, or cancelled in whole or in part by the Purchaser, prior to the dispatch of the Goods and/or provision of the Services, without prejudice to the provisions of art. 7.1 below, upon written notice by the Purchaser to the Supplier within 7 (seven) days.

In the aforementioned case, the Supplier may charge the demonstrable costs incurred for performing the PO up to the moment of reception of the request for cancellation and/or variation, excluding any further cost, expense, disbursement, loss and/or compensation.

The amount of these costs must be sent to the Purchaser, together with the relative demonstrative documentation, by registered letter with return receipt and/or certified email (PEC) within the 7 (seven) days following the

Purchaser's communication of variation and/or cancellation of the Supply, to the addresses indicated in Article 17 below (Communications), unless otherwise indicated in the PO; otherwise these costs will not be recognised by the Purchaser.

7. Acceptance of the PO: delivery of Goods and provision of Services

7.1. Acceptance of the PO

The Order will be considered accepted when the Supplier will resends the PO and the Special Conditions (where present) back to the Purchaser duly signed - in all its/their parts, complete with date(s) - by the Supplier and/or by a representative with the necessary powers and duly authorised by the Supplier ("**Supplier's Representative**"), to the addresses indicated in Article 17. If the Order is not accepted as specified above, it will not be considered valid and effective for the Purchaser. The Supplier expressly accepts that the Order may be transmitted by the Purchaser in telematic form, by means of automated systems (including SAP) indicating the names of the Purchaser's representative or, as the case may be, the Purchaser's representatives who will sign the PO and the Special Conditions each time.

Any changes to the PO and/or the Special Conditions by the Supplier shall only be recognised as valid if they are expressly accepted in writing by a duly authorised representative of the Purchaser ("**Purchaser's Representative**").

Without prejudice to the above, as well as to the provisions of paragraphs 7.2 and 7.3 below, the Purchaser nevertheless reserves the right, for each supply, to request information relating to the Goods/Services supplied in an electronic format (csv, xls, etc.) containing their description and Serial numbers.

7.2. Delivery and acceptance of Goods

The Supplier undertakes to deliver the Goods in accordance with the terms and conditions set out in these GCP, in the PO and the Special Conditions, which shall be binding for the Supplier.

Until the moment of delivery - which unless otherwise agreed in writing shall be made at the Supplier's care, expense (including packaging charges and expenses) and responsibility, to the addresses indicated in art. 17 below, or at

another place of delivery established in the PO and/or in the Special Conditions - the Goods shall be solely and exclusively under the responsibility of the Supplier in relation to any type of risk. The Supplier shall then be obliged to transport and/or ship the Supply to the place of delivery under the best possible conditions, taking out the necessary insurance.

The Supplier also acknowledges that the Goods shall be delivered together with a transport document and/or other document certifying the delivery ("**Shipping Bill**") containing the details of the PO (the number, date and position of the order) to which it refers, the delivery date, the personal details of the Supplier, the Purchaser and/or the person in charge of the transport, if any, the quantity of the Goods transported and their description with an indication of their nature and quality.

The date of receipt on the Shipping Bill, duly signed by a representative of the Purchaser, shall be proof of the date of delivery of the Goods.

Acceptance of the Goods delivered is subject, if any, to the successful outcome of the conformity check of the Goods in accordance with the provisions of the PO and the Special Conditions, carried out by a Purchaser's Representative; this check shall be carried out on a contradictory basis between the Parties and shall be proved by a written report signed by both Parties ("**Acceptance Report**").

The delivery of defective Goods or Goods that do not meet the legal requirements and/or do not meet the quality standards indicated in the ODA and in the Special Conditions ("**Defective Goods**") shall be reported to the Supplier within the terms set out in paragraph 8.4 below, to be calculated from the date of delivery (for defects recognisable at the time of delivery) or from their discovery (for hidden defects). Failure by the Supplier to replace and/or eliminate the flaws and/or non-conformities of the Defective Goods within 14 (fourteen) working days from the date of the report shall constitute a serious breach of contract and therefore a cause for termination of the PO and the Special Conditions, without prejudice to the Purchaser's right to claim compensation for greater damages.

In addition to the above, the Purchaser reserves the right to suspend payment of the Price for the Defective Goods.

7.3. Provision and Acceptance of Services

The Supplier undertakes to provide the Services in accordance with the terms and conditions set out in the PO, in the Special Conditions, which shall be binding for the Supplier, as well as these GCP. The Supplier undertakes to provide the Services set out in the PO and the Special Conditions, with the organisation of the necessary means and with management at its own risk, in complete autonomy and without any obligation towards the Purchaser other than that deriving from the punctual execution of the Supply.

The Purchaser reserves the right to notify the Supplier of any discrepancies with respect to the provisions of the PO the Special Conditions, and/or in these GCP, by email or pec, within the terms set out in paragraph 8.4 below. In this case, within 14 (fourteen) working days following the notification, the Supplier shall be obliged to intervene at its own expense, in order to carry out any activity that may be necessary to eliminate and/or remedy the Services that are non-compliant and/or lack the characteristics indicated in the PO and/or in the Special Conditions ("**Non-compliant Services**"). Failure on the part of the Supplier to act within this period shall constitute a serious breach of contract and therefore a cause for termination of the PO and the Special Conditions, without prejudice to the Purchaser's right to claim compensation for greater damages.

In addition to the above, the Purchaser reserves the right to suspend payment of the Price for the Non-compliant Services.

8. Licences, third party rights and warranty. Intellectual property.

8.1. Licences and third party rights

The Supplier warrants to the fullest extent of the law, and undertakes to indemnify the Purchaser, that there are no third party rights in relation to the Supply, including intangible rights that may be claimed to have been infringed as a result of the performance of the PO and any Special Conditions. The Supplier also guarantees that:

a) it holds the licences, sub-licences and patents (if any) relating to the Supply or in any case instrumental or related to the Goods and Services provided and that it does not infringe any intellectual or industrial property rights;

(b) it has full right to use, produce and sell the Goods to be supplied and/or what is necessary to perform the Services;

c) the Purchaser is fully entitled to use the Supply.

The Supplier releases the Purchaser from any liability for costs or damages incurred in the event of any claims by third parties relating to actual or alleged infringements of the rules protecting patent rights, including intellectual property rights and licences.

8.2 Logos and trademarks

The Supplier undertakes not to use the Purchaser's logo, trademark and/or other images pertaining to the Purchaser's trademark and/or other distinctive sign of the Purchaser without the Purchaser's prior written consent.

The Supplier is aware that the Purchaser and the other companies belonging to the Lottomatica Group, operates on the Italian market for gaming and betting, as well as services for companies and for citizens.

By signing these GPC, the Supplier states that it knows the issues connected to compulsive gambling, the legal and regulatory actions on advertising gaming, the ban on gaming for minors and the measures to prevent and combat the compulsive gambling (most recently Leg. Decree 158/2012, the so-called Balduzzi Decree, converted with Law n. 189/2012, and art. 9 of Leg. Decree 87/2018 – so-called Dignity Decree- converted with Law no. 96/2018) and undertakes to respect the prescriptions and indications contemplated therein as well as to examine and respect any and all subsequent changes and additions.

Furthermore, given the provisions of the AGCOM Guidelines on the means of implemented the aforementioned art. 9 of the Dignity Decree, the Supplier undertakes not to use for promotional or commercial activities and/or for any of any other activity in any case connected to the Supply, the brands and logos of the Purchaser and/or for companies in the Lottomatica Group, expressly declaring that it indemnifies the Purchaser for each sanction and consequence of any kind that the Purchaser or any other company of the Lottomatica Group may suffer due to the violation of this obligation.

8.3 Certificates of origin and quality

The Supplier undertakes to provide the Purchaser with any certificates of origin and/or quality ("**Certificates**") of the Goods and/or

Services covered by Supply, if required by the nature of the same or by the Purchaser. The Supplier also undertakes to indemnify and/or hold harmless the Purchaser from any third-party claims in connection with the Certificates.

8.4. Warranty

The Supplier guarantees that the Goods and Services, respectively delivered and supplied, are in conformity with the PO and in the Special Conditions, and are free from defects and deformities. The Supplier guarantees, in particular, that the Goods supplied and/or the Services provided are in conformity with the specifications requested by the Purchaser and suitable for the use and/or employment for which the latter has formulated the relevant PO and/or the relevant Special Conditions.; The Supplier therefore guarantees that the Goods supplied are manufactured in a workmanlike manner and are free from defects that diminish their value and/or make them, even partially, unsuitable for the use for which they are intended and/or that the Services are supplied in full compliance with the technical and safety requirements connected to them as well as the quality standards possibly provided for in the PO and/or the Special Conditions.

This warranty, unless otherwise provided for in the PO or in the Special Conditions, shall extend for 2 (two) years from the date of delivery of the Goods and/or provision of the Services. In case of repair and/or replacement of the Goods and/or repetition of the Services, the warranty period shall commence from the date of delivery of the repaired and/or replaced Goods and/or repetition of the Services.

Without prejudice to the provisions of the second paragraph of art. 1495 of the Italian Civil Code, the term for reporting conformity defects of Goods and/or Services under Articles 1495, 1497 and 1512 of the Italian Civil Code is set at 30 (thirty) days from the day of discovery of the defect by the Purchaser.

9. Prohibition of subcontracting

The Supplier undertakes not to subcontract, in whole or in part, the obligations assigned to them by the PO, the Specific Conditions and by these GCP, without the prior written approval of the Purchaser. The Purchaser's prior written approval must be obtained for each subcontract. Even if an approved subcontractor is appointed, the Supplier shall remain fully responsible for

the supply of the Goods and/or provision of the Services and the approval shall not reduce or otherwise affect the Supplier's obligations.

10. Insurance

The Supplier shall be exclusively liable to the Purchaser and any third party for any damage to persons, property or other material damage, loss or injury caused directly or indirectly by the Supplier and its personnel, agents or subcontractors

in the execution of the Supply. The Supplier therefore undertakes to take out and maintain effective, for the entire duration of the execution of the Supply, an adequate insurance cover with a leading insurance company in order to cover any liability which may arise against the Purchaser, and at the same time undertakes to hold the Purchaser harmless from such damage and liability. The Supplier shall therefore provide the Purchaser with a copy of the relative "insurance certificate" in which it is highlighted that the insurance cover is valid and shall remain valid for the entire duration of the performance of the Supply. The Supplier must also have suitable insurance cover against INAIL compensation and accident cover for its employees, as required by the laws in force.

The insurance policies indicated above shall not limit, in any way or for any reason whatsoever, the Supplier's liability and that may derive from the Supply. In this respect, the Supplier shall be liable if the value of any damage exceeds the limits provided by such insurance cover and shall cover any difference between the value of the damage and the amount reimbursed by the insurance cover.

11. Bank and/or insurance guarantees

If the PO and the Special Conditions, due to the nature of the Supply, require a bank and/or insurance guarantee for the benefit of the Purchaser, the Supplier shall release said bank and/or insurance guarantee in favour of the Purchaser within 10 (ten) days from the signing of the PO and the Special Conditions.

The Supplier acknowledges and accepts that the text of the bank and/or insurance guarantee shall be agreed upon in advance with the Purchaser.

This bank and/or insurance guarantee must be issued by a leading bank and/or insurance institution, subject to the Purchaser's approval,

in an amount equal to the amount specified in the PO or in the Special Conditions.

The insurance and/or bank guarantee must be irrevocable and payable on first demand, and must also expressly provide for the formal waiver of the benefit of prior payment, as per paragraph 2 of art. 1944 of the Italian Civil Code, and the express waiver by the guarantor of their rights under art. 1957 of the Italian Civil Code. The aforementioned bank and/or insurance guarantee must be valid and effective for the entire duration of the PO and of the Specific Conditions and for the following 6 (six) months. The Supplier acknowledges that providing this bank and/or insurance guarantee does not in any way limit its obligation to provide full compensation for the greater damage in favour of the Purchaser.

12. Duration and Price

12.1. Duration of Supply

The duration of the Supply is as stipulated in the PO or the Special Conditions, and tacit renewal of the Supply is therefore excluded.

12.2. Price

The Price shall be paid according to the terms, conditions, timeframe and specifications set out in the PO and/or the Special Conditions and shall relate solely and exclusively to the Supply. By signing the PO and the Special Conditions, the Supplier expressly renounces any further increase and/or revision of the prices as a result of cost fluctuations of any magnitude, all risks being borne by the Supplier. Therefore, the agreed Price shall remain fixed and invariable for the entire duration of the PO, unless otherwise agreed in writing between the Parties, with the express waiver by the Supplier to invoke article 1467 of the Civil Code.

The Supplier acknowledges that the Price includes all charges and/or expenses, including those incurred by the Supplier in complying with laws, regulations, standards, technical prescriptions, provisions issued by the competent authorities, as well as the acquisition of permits and authorisations from the competent bodies necessary for the performance of the Supply.

If the Supplies are destined for tax-privileged territorial areas, the possible particular fulfilments to be specified and agreed upon by the Parties from time to time must also be complied with.

In the event of extraordinary reductions in the market values for the Goods and/or Services, the Purchaser reserves the right to request the Supplier to adjust the existing Prices.

13. Invoicing and Payments

The Price shall be paid by bank transfer, after acceptance of the Goods and/or upon receipt of the Services by the Supplier and subsequent receipt of the invoice by the Purchaser, in accordance.

It is in any case understood that the issue of the invoice by the Supplier shall follow the communication of "approval to issue the invoice" (or "BEF") that the Purchaser shall be required to send, as the case may be, no later than 15 (fifteen) days:

- a) from the signing of the Acceptance Report, to be drawn up in accordance with the provisions of Article 7.2 above, or,
- b) in the case of Goods and/or Services for which the signature of the Acceptance Report is not required, from the delivery of the same.

13.1. Terms of payment and late payment interest

Term of payment: payment shall be made 90 (ninety) days from the date of invoice at the end of the month unless otherwise provided.

In writing by the Parties, late payment interest due shall be calculated by applying the legal interest rate pursuant to Article 1284 of the Civil Code and shall commence from the express written request of the Supplier.

13.2. Invoicing

Invoices must be made out in the name of the Purchaser and must indicate the Order references, in particular the Purchaser's company name and tax details, the date and number of the Order and the Tender Identification Code (CIG), if applicable, which will be communicated by the Purchaser.

Unless otherwise agreed in writing by the Parties, invoices should preferably be sent electronically, by email, to the following address AmministrazioneFornitori.Gamenet@lottomati.ca.com; If sent by ordinary mail, must be sent to the address indicated in art. 17 below. The Supplier undertakes to inform the Purchaser, in writing, of any changes in the information relating to payment (e.g. bank details) sufficiently in advance.

If circumstances indicate that the Supplier is unable to meet its obligations to deliver the

Goods and/or provide the Services, the Purchaser may suspend payments until such time as the Supplier is again able and willing to meet those obligations; it being understood that during the suspension of payments, the Supplier may not suspend the performance of its services or claim any interest whatsoever.

14. Withdrawal, termination, notice to perform and penalties for delay

14.1. Withdrawal

Unless otherwise provided for in the PO and the Special Conditions, the Purchaser may withdraw from the PO and/or the Special Conditions, if any, at any time and without giving any reason, by giving 30 (thirty) days' written notice to the Supplier. If the Purchaser exercises this right, the Supplier shall only be entitled to payment of the Price for any services already rendered and any expenses incurred up to the time of withdrawal. The Supplier also agrees to derogate from the provisions of art. 1671 of the Civil Code, consequently excluding any compensation.

14.2. Express termination clause

In addition to the possibly provisions of the PO and the Special Conditions, the Purchaser may terminate the Supply in advance by right, pursuant to Article 1456 of the Civil Code, in the following cases:

- failure, even partial, on the part of the Supplier to its obligations: delay in the delivery terms of the Goods and/or performance of the Services and/or non-compliance of the same with the provisions of the PO and the Special Conditions, even for only part of the Goods and/or Services;
- modifications and/or changes to the Goods and/or Services without the prior written approval and/or permission of the Purchaser;
- failure to repair and/or replace the Goods and/or restore and/or repeat the defective Services and/or lacking the agreed characteristics within the terms indicated in the GCP, the Special Conditions and/or the PO;
- loss of the licences and/or rights referred to in Article 8.1. of these GCP;
- failure to comply with the applicable rules on insurance, economic and social security treatment of staff and the provisions on

accident prevention, as referred to in Article 16 of these GCP;

- infringement of anti-mafia law;
- violation of the applicable rules and regulations relating to the subject of the Supply;
- failure to conclude and/or renew the bank and/or insurance guarantees referred to in Article 11 of these GCP;
- certifications, for the purpose of the performance of the Supply, which prove at any time to be irregular;
- placing of the Supplier under administration, bankruptcy or other insolvency or enforcement proceedings;
- violation of the provisions set out in Article 25 of these GCP;
- breach of the provisions set out in Article 16 of these GCP;
- violation of the provisions of Article 19 and/or 20 of these GCP;
- breach and/or falsity of the declaration referred to in Article 27 of these GCP;

Failure to comply in the aforementioned cases constitutes a serious breach and entitles the Purchaser to terminate the Supply with immediate effect, by means of simple written notice, without prejudice to the right to claim full compensation for the damage suffered.

14.3. Notice to comply

Without prejudice to the provisions of the preceding paragraph, in the event of even partial non-fulfilment by the Supplier, the Purchaser may send a timely notice of default within 10 (ten) days, pursuant to Article 1454, second paragraph, of the Italian Civil Code. After this term, if the non-fulfilment persists, the Supply shall be deemed to be terminated by law pursuant to Article 1454 of the Italian Civil Code and the Supplier shall be obliged, in addition to returning the Price collected, to compensate all the damages.

14.4 Penalties for delay

In the event of delay in delivering and/or replacing the Goods, performing and/or repeating the Services within the agreed terms, the Purchaser shall be entitled to apply a penalty of 0.5% (zero comma five percent) of the Price for each day of delay up to a maximum of 20% (twenty percent) of the Price. This is without prejudice to the right to compensation for further damage.

The amount of the penalties may be deducted from the Purchaser's liability for the Price.

Alternatively, the Purchaser may terminate the Supply, pursuant to Article 1453 of the Civil Code, without prejudice to the right to compensation for damages.

15. Supplier's employees

The social security and insurance cover of the Supplier's personnel working on the Purchaser's premises, if required, must be in compliance with the employment regulations applicable. To this end, the Supplier undertakes to provide a full list of the names of the persons who shall have access to the Purchaser's premises in order to carry out the activities covered by the Supply. The Supplier must also comply with the safety regulations, other rules in general and the working hours in force at the Purchaser's premises. The Purchaser reserves the right to claim against the Supplier for any damage caused to property and/or persons by the Supplier's goods, personnel and/or means.

15.1 Recruitment Policies

The Supplier undertakes that the personnel employed are hired on the basis of legal employment contracts, in accordance with the applicable laws, collective agreements and regulations. The Supplier also states that it does not establish employment relationships, including by third parties with which it has relationships, in breach of the applicable legal provisions in relation to work by children, women and immigration, as better indicated in paragraphs 3.1 and 3.2 of the Code of Ethics of the Lottomatica Group, which the Supplier undertakes to comply with pursuant to article 25 of these GCP.

16. Safety obligations

In accordance with the provisions of Legislative Decree no. 81/2008 and subsequent amendments and additions, and in particular with the provisions of Article 26, the Supplier guarantees and declares:

- i. to be in possession of the documents proving their technical and professional suitability and to provide them to the Purchaser;
- ii. to have received detailed information on the specific risks existing in the environment in which they will work and on the prevention and emergency measures taken;
- iii. to scrupulously adapt the conduct of its employees to the safety plan in force at the

place where the activities covered by the Supply are carried out, reserving to the Purchaser the right to request, at its sole discretion, the replacement of employees who have violated behavioural and safety rules;

- iv. to cooperate in the implementation of the measures of prevention and protection against risks at work, incident to the activities covered by the PO and the Specific Conditions;
- v. to coordinate with the Purchaser in order to identify the measures to be taken to eliminate or, where this is not possible, to reduce to a minimum the risks of interference in the performance of the activities covered by the Supply, by drawing up a single risk assessment document;
- vi. to have fulfilled the legal obligations concerning insurance, social security and protection of workers, including with regard to work equipment and safety;
- vii. to provide its employees with an identification card with a photograph, containing the employee's personal details and the name of the employer, and, to this end, to expressly indicate to the Purchaser the personnel who performs the function of supervisor (*preposto*).

Any breach of the above obligations and commitments shall be deemed to be grounds for express termination of the Supply, pursuant to art. 1456 of the Civil Code, without prejudice to compensation for all damages.

17. Communications

Any communication required or permitted under the GCP, the PO and/or the Special Conditions, unless otherwise agreed in writing, must be made in writing, by registered letter with acknowledgement of receipt or certified email (PEC), and shall be considered effectively and validly transmitted and received: (i) if sent by registered letter, on the date indicated in the relevant acknowledgement of receipt; (ii) if sent by certified email (PEC), on receipt of the relevant acknowledgement of receipt.

Communications should be sent to the following address:

- For the Purchaser:
Via degli Aldobrandeschi no. 300, 00163 Rome
PEC ufficio.acquisti@cert.gamenet.it
- For the Supplier:

The addresses indicated in the PO will be valid and effective.

18. Data protection and privacy

The Purchaser and the Supplier undertake reciprocally, and each to the extent of their competence, to comply with the European and Italian legislation on privacy and protection of personal data from time to time applicable, including Regulation (EU) 2016/679 (hereinafter, the "Regulation"), as amended or replaced. The Supplier undertakes to comply with all other provisions of Italian and European law on privacy and any measure issued by the Guarantor for the protection of personal data and/or the European Data Protection Board or other authorities, which is directly applicable to processing subject or connected to the Supply. The Parties undertake to negotiate in good faith any amendments or additions to this article that may become necessary as a result of European or national legislation on privacy and personal data protection and/or interpretative or implementing measures issued by the Data Protection Supervisor and/or the European Data Protection Board or other authorities. Pursuant to Article 1456 of the Italian Civil Code, the Purchaser may terminate the Supply with immediate effect, by sending written notice to the Supplier, should the latter breach this article.

19. Confidentiality

The Supplier undertakes to take all necessary and appropriate measures and precautions to prevent the unauthorised disclosure and use of any information, data, documents and news related to the PO and the Special Conditions (the "**Confidential Information**"). If the disclosure of Confidential Information is due to acts or facts that are directly or indirectly attributable to the Supplier, their employees and/or collaborators, the Supplier shall be obliged to compensate the Purchaser for damages that are directly or indirectly connected with the said disclosure.

The confidentiality obligations referred to in this article shall also remain effective for the following 3 (three) years, from the date of completion of the activities referred to in the PO and the Specific Conditions. In the event of non-compliance with the obligations referred to in the preceding paragraphs, the PO and the

Special Conditions shall be deemed to be terminated by law pursuant to Article 1456 of the Italian Civil Code, without prejudice to the Purchaser's right to compensation for all damages.

The Parties also acknowledge that nothing contained in the PO shall ever be construed or used to prevent the dissemination or circulation of information that is: (i) in the public domain at the time of its exchange between the Parties, or subsequently becomes public domain; (ii) received from third parties without any confidentiality obligation; (iii) independently and internally developed by either Party without reliance on information or documentation received from the other Party; (iv) formally requested by a public authority having jurisdiction over the Parties.

The Supplier undertakes to avoid in any way whatsoever that Confidential Information relating to their business relationship with the Purchaser should be used in any way to the advantage of parties competing with the Purchaser. Failure to comply with the obligation of confidentiality and/or non-competition shall result in the immediate termination of the GCP, the PO and the Special Conditions, without prejudice to the Purchaser's right to protect its interests in the appropriate courts. On completion of the supply, or earlier at the Purchaser's request, the Supplier shall return all documents containing Confidential Information and destroy any hard copies or copies on any other medium.

Notwithstanding the above, the Parties hereby clarify that the Supplier shall comply with the procedure on privileged information published on the website www.lottomaticagroup.com in the section "Inside Informations" and, in particular, (i) shall maintain the confidentiality of the Privileged Information (i.e., documents, news and information relating to facts not in the public domain and capable, if made public, of significantly influencing the price of financial instruments of either the Purchaser and other issuers, as well as, more generally, the performance of the stock market) acquired in any manner whatsoever and (ii) shall provide the Purchaser with the details of all persons to whom such Privileged Information must be communicated in order to carry out the activities covered by the PO and the Special Conditions, in order to allow the Purchaser to

fulfil its obligations to maintain the register of insiders.

20. Information security obligations

In addition to the provisions of art. 19 above, the Supplier undertakes to be fully aware of and comply with any law, decree, regulation or rule issued in the field of information security by the local authorities or other competent authorities and organisations concerning the performance of the Supply. The Supplier shall, in particular, indemnify and hold the Purchaser harmless against any detrimental economic consequences caused by the Supplier's failure to comply with legal provisions, regulations or rules on information security.

The Supplier also declares to have read and accepted the content of the entire range of the Purchaser's information security policies and procedures, with particular reference to the rules on access to and use of the Purchaser's computer system.

The Supplier therefore undertakes to observe and ensure that its own collaborators and/or employees and any subcontractors who come into contact with the Purchaser in the performance of the activities that are the subject of the Supply, observe the existing policies and procedures on information security.

The Purchaser also reserves the right to require the Supplier to introduce further specific information security measures and to adapt them following any changes in the level of risk to which the services under the PO are subject or following any changes in the technology used or available; the Supplier shall therefore be obliged to keep its security system up to date with respect to such revisions.

The Supplier is liable for damages related to information security breaches caused by negligence, inexperience, incapacity, bad faith of its employees and/or collaborators, and shall therefore be obliged to compensate the Purchaser for the damages suffered.

21. Force majeure

Neither Party shall be liable in any way whatsoever for non-performance of its obligations under the PO and the Special Conditions, to the extent that such non-performance is the result of unforeseeable or unavoidable circumstances beyond its control, the occurrence of which is not due to its own acts or omissions and which, by their nature and

extent, are such as to prevent the performance of its obligations under the contract ("**Force Majeure**"). These circumstances include, but are not limited to, situations arising from the outbreak or threat of war, governmental measures, flood, fire, lightning, explosion, accident, riot.

If any of these circumstances occur, the non-performing Party shall immediately notify the other Party in writing of the Force Majeure reason for non-performance and shall also notify the termination of its effects. If it is ascertained that the delay in carrying out the activities covered by the PO and the Special Conditions is due to the event of Force Majeure, the date of completion of the activities shall be extended for a period to be agreed in writing between the Parties.

If the duration of the event of Force Majeure is significant for the purpose of the object of the PO, the Purchaser shall be entitled to withdraw from the contract within 15 (fifteen) days following the communication of the event of Force Majeure.

22. Independence of the Parties

The Purchaser and the Supplier declare and confirm that they are independent parties. Without prejudice to the obligations assumed by the Supplier by accepting the PO and signing the Special Conditions, the Parties expressly declare that the activities shall be carried out in full autonomy, with free initiative as regards the organisation thereof and without any constraint of dependence, subordination or working hours.

The PO and the Special Conditions do not establish any form of joint venture, association, company, consortium, shared organisation or agency relationship between the Purchaser and the Supplier. Neither the Purchaser nor the Supplier is entitled to bind the respective counterparty or assume obligations on behalf of the counterparty without the prior written consent of the counterparty concerned.

In any case, the Parties hereby undertake to operate in a spirit of maximum cooperation and in strict compliance with all applicable laws and regulations and in any case in accordance with the highest ethical standards.

23. Applicable law and competent court

These GCP are governed exclusively by Italian law. For any dispute not settled amicably, the

Parties acknowledge and accept the exclusive jurisdiction of the Court of Rome.

24. Environmental regulations

The Supplier agrees to comply with environmental and waste disposal regulations, and the Purchaser reserves the right to request the Supplier to provide appropriate documentation to prove compliance with such environmental regulations.

If the Supplier produces waste of any kind in the course of its activities subject to the Supply, it shall dispose of it in accordance with the applicable legislation.

25. Code of Ethics and Legislative Decree 231/2001

The Supplier states that it has read and is familiar with the content of the Purchaser's Code of Ethics, where applicable, published on the website www.lottomaticagroup.com at the page "Code of Ethics", as an integral part of the Organisation, Management and Control Model adopted pursuant to Legislative Decree n. 231/2001.

The Supplier undertakes to ensure that its own collaborators and/or employees who come into contact with the Purchaser in the performance of the activities covered by the Supply comply with the rules, procedures and principles contained in the Purchaser's Code of Ethics, and to promptly inform the Purchaser's Supervisory Body of any act, fact or behaviour of which it becomes aware in the performance of the activities covered by the Supply and which may relate to the commission of one of the offences included in the scope of application of Legislative Decree n. 231/2001 and give rise to the Purchaser's liability.

Violation of the undertaking referred to in the preceding point, and, in any event, the commission and/or attempted commission of one of the offences included in the scope of application of Legislative Decree 231/2001 by the collaborators and/or employees of the Supplier who come into contact with the Purchaser in the performance of Supply, shall constitute to all intents and purposes a breach by the Supplier pursuant to Article 1456 of the Italian Civil Code.

26. Traceability of financial flows

The Parties, where applicable, undertake to:

- i. comply with all the provisions of art. 3 of Law. no. 136/2010 and subsequent amendments and additions, within the limits established by the competent authorities, and therefore undertake to make payments exclusively through payment instruments that allow full traceability of operations, reporting any tender identification code ("CIG") in relation to each PO, as well as introducing a specific clause in the contracts signed with third parties involved in the activities under the Supply in any way, on pain of absolute nullity of the same in the event of omission, with which each of them also assumes the financial traceability obligations under the aforementioned law. The Parties also undertake to immediately notify the Prefecture - the Government Office responsible for the territory - of the breach of its counterparties' financial traceability obligations;
- ii. pay, in any case, to the Purchaser and/or the Supplier in the bank account indicated by them, or by any other method that will be subsequently communicated by the Purchaser and/or the Supplier in compliance with the rules on traceability of financial flows, the sums due in accordance with the provisions of these GCP, PO and Special Conditions.

27. No conflict of interest

The Supplier and, on its behalf, its representatives, partners and/or administrators expressly declare, pursuant to and for the purposes of Articles 46 and 47 of Presidential Decree n. 445/2000 (aware of the criminal sanctions in the case of untruthful declarations and falsity in deeds, as recalled by Article. 76, aware also that in the case of untrue declarations and falsity in deeds, the Purchaser shall have the right to terminate these GCP with immediate effect and to claim compensation for the damage suffered) that there are no situations, even potential, of conflict of interest and/or incompatibility or incompatibility with the assignment received also pursuant to the provisions of Article 53 of Legislative Decree n. 165/2001, as amended by L. n. 190/2012.

By signing these GCP, the Supplier undertakes to notify (to the Purchaser within and no later than 24 (twenty-four) hours from discovery) of any situations of conflict of interest and/or

incompatibility or incompatibility with the obligations undertaken in relation to the Supply.

28. Anti-Bribery & Corruption Policy

The Supplier declares to have read and undertakes to comply with the Anti-Bribery & Corruption Policy and Guidelines of Lottomatica Group adopted pursuant to ISO 37001 and published on the website www.lottomaticagroup.com, at the page "Anti-Bribery & Corruption".

29. Acquiescence

The Purchaser's failure to exercise its rights or to waiver of its rights in the event of a breach by the Supplier shall not constitute a waiver of its rights in the event of any other subsequent breach. Likewise, if the Purchaser fails to enforce any term or condition set forth in the GCP, the PO and the Special Conditions, this will not be able to constitute a waiver of the term or condition and shall not limit the Purchaser's right to subsequently enforce it.

The Supplier expressly approves, pursuant to and for the purposes of Articles 1341 and 1342 of the Italian Civil Code, the following provisions: Art. 3 "Validity of the General Conditions"; Art. 4 "Effective date of the General Conditions"; Art. 5 "Method of concluding the Order"; Art. 6 "Variation and/or cancellation of the Order"; Art. 7 "Acceptance of the Order: delivery of the Goods and provision of the Services; Art. 8 "Licences and third party rights and guarantees. Intellectual property"; Art. 9 "Prohibition of subcontracting"; Art. 10 "Insurance"; Art. 11 "Bank and/or insurance guarantees"; Art. 12 "Duration and Consideration"; Art. 13 "Invoicing and payments"; Art. 14 "Withdrawal, termination, notice to fulfil and penalties for delay"; Art. 19 "Confidentiality", Art. 20 "Obligations regarding information security", Art. 23 "Applicable law and competent court", Art. 27 "No conflict of interest".

(The Supplier)

Attachment A) Information pursuant to Articles 13 and 14 of EU Regulation no. 679/2016.