



# Supplier Code of Conduct

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## 1. INTRODUCTION

### 1.1 Background and purpose

Veikkaus Group ("Veikkaus") is committed to responsible and ethically sustainable business practices. We have consistently worked towards creating a more responsible and safer gaming environment, respecting people, society, and the environment.

We conduct our operations honestly and in accordance with the principles outlined in Veikkaus' Code of Conduct. We respect the human rights defined in the United Nations (UN) Universal Declaration of Human Rights and the international labor standards regarding workers' rights as defined in the International Labour Organization (ILO) core conventions.

Our commitment to responsible and ethical business practices requires that our suppliers and partners adhere to similar principles. This Supplier Code of Conduct (the "Code" or "Code of Conduct") defines Veikkaus' expectations and minimum requirements for all our partners and suppliers.

This Code is based on internationally recognized standards and principles of human rights, labor, environment, and business ethics.

### 1.2 Scope and Applicability

This Code applies to all Veikkaus' contractual partners, subcontractors, representatives, and collaborators ("Supplier"). It is an integral and inseparable part of the agreement between Veikkaus and the Supplier.

Additionally, the Code applies to the Supplier's employees, group companies, and subcontractors. The Supplier commits to and is responsible for ensuring that its subcontractors, employees, and group companies participating in Veikkaus' contractual cooperation, comply with this Code in all their operations.

### 1.3 Updating the Document

Veikkaus updates the Code regularly. The current version of the Code is available on Veikkaus' website: <https://www.veikkausgroup.com/en/about-us/code-conduct>. The Supplier will be notified of any updates at least 30 days before they come into effect, after which the updated version will be binding on the Supplier.

## 2. COMPLIANCE WITH LAWS AND REGULATIONS

The Supplier must comply with all applicable laws, regulations, and official orders in its operations. This Code of Conduct does not replace or override existing laws or regulations but sets the minimum standards to be followed in their operations.

## 3. ETHICAL CONDUCT

Veikkaus requires its Suppliers to act in accordance with ethical practices and to respect and adhere to all internationally recognized guidelines and standards applicable to them.

### 3.1 Avoidance of conflicts of interest

The Supplier must avoid situations where there is, may be, or may appear to be a conflict of interest with Veikkaus. The Supplier must immediately notify Veikkaus of any potential conflicts of interest or suspicion of their existence.

### 3.2 Prevention of corruption and bribery

Veikkaus does not accept any form of bribery or corruption. Veikkaus's Suppliers must also have zero tolerance towards bribery and corruption. The Supplier commits to not use bribery or any other criminal or unethical activities to facilitate its business dealings with Veikkaus or any other party.

The Supplier must ensure that its executives, employees, or third parties acting on its behalf do not offer, promise, give, or receive bribes or inappropriate payments (such as facilitation payments) to obtain, retain, or gain any improper advantage in business.

The Supplier must not engage in any form of bribery or bribery schemes, or offer any other incentives to Veikkaus' employees, their family members, or friends to obtain or retain business. The Supplier must not offer gifts or hospitality that could influence or appear to influence decisions in favor of the Supplier.

It is recommended that the Supplier establish and maintain written guidelines within its organization aimed at preventing bribery and corruption.

### 3.3 Combating financial crime and preventing money laundering

The Supplier commits to not engage in financial crime activities such as money laundering or other similar criminal activities and to comply with applicable laws and regulations concerning the prevention of money laundering and the financing of terrorism. Additionally, Veikkaus requires that the Supplier does not otherwise facilitate criminal activities through its operations.

### 3.4 Fair and just competition

The Supplier commits to compete fairly and in accordance with all applicable competition laws and regulations. For example, the Supplier must not enter into agreements with competitors to raise the prices of products or services or to restrict their availability.



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### 3.5 Compliance with sanctions regulations

The Supplier assures that the Supplier itself, its direct or indirect owner (beneficial owner or any other natural person exercising actual control), any person in its management, employee, or representative are not listed on applicable sanctions lists of the European Union (EU) or the United Nations (UN), the United States (OFAC), or the United Kingdom (UK).

Additionally, the Supplier assures that it is not otherwise subject to sanctions imposed by the EU or the UN (for example, concerning prohibited ownership) or asset freeze decisions imposed by Finnish authorities. Furthermore, the Supplier assures that it does not, through its activities, create conditions for Veikkaus to indirectly violate sanctions regulations.

The Supplier must promptly notify Veikkaus if (i) the Supplier itself, its direct or indirect owner (beneficial owner or any other natural person exercising actual control), any person in its management, employee, or representative is or becomes subject to international trade sanctions or restrictions, (ii) the Supplier is subject to an investigation concerning compliance with trade sanctions, (iii) the Supplier is aware or becomes aware that any of its products, software, or technologies supplied to Veikkaus are subject to any export restrictions or export license requirements, or (iv) the Supplier's direct or indirect ownership changes in such a way that the threshold for prohibited Russian ownership (over 50%) is exceeded.

Additionally, Veikkaus requires that the Supplier comply with all obligations imposed by the aforementioned sanctions in all its activities, identifies cases of sanctions evasion applicable to the Supplier, and reports them to the authorities in accordance with mandatory legislation.

## 4. HUMAN RIGHTS AND WORKERS RIGHTS

Veikkaus requires all Suppliers to comply with the following human rights obligations:

### 4.1 Freedom of association and collective bargaining

The Supplier is obligated to respect the legal rights of its employees regarding freedom of association and collective bargaining. The Supplier must not interfere with the formation of trade unions or prevent collective bargaining negotiations. Employee representatives must not be discriminated against and should be able to carry out their representative duties at their workplaces.

### 4.2 Child and forced labor and the rights of young workers

The Supplier must not use child labor in any form and must not violate laws or regulations regarding the use of child labor or act contrary to the relevant guidelines or norms

issued by the UN. The Supplier must not employ or otherwise indirectly employ individuals whose age is below the legally defined minimum working age. The minimum working age is always at least 15 years. Individuals under 18 years of age must not be employed for night work, hazardous work, or any other work that may be harmful to their development.

Additionally, the Supplier commits to not allow any form of forced labor and guarantees that its employees have the right to resign within a fair notice period in accordance with applicable laws and collective agreements. The Supplier also does not have the right to require employees to hand over money or identity documents for the employer to keep.

### 4.3 Wages and working hours

The Supplier commits to comply with applicable working time legislation and pay its employees reasonable and fair wages, which are always at least the minimum wage as defined by applicable laws or collective agreements, considering regulations related to overtime and mandatory benefits. Additionally, the Supplier commits to ensuring that the employees of the Supplier and its subcontractors understand the terms of their employment contracts. All employees must be given a written employment contract in a language they understand, detailing their wage conditions and payment methods before the employment begins. Wage deductions as a disciplinary measure are not allowed.

Working hours must comply with national laws and industry standards and must not exceed applicable international standards. Weekly working hours must not regularly exceed 48 hours. Employees must be given at least one day off for every seven (7) day period. Overtime must be voluntary and limited. The recommended maximum amount of overtime is 12 hours per week, meaning the work week, including overtime, must not exceed 60 hours. Exceptions to this are accepted when regulated by a collective agreement.

Employees must always receive overtime compensation for all hours worked beyond normal working hours, at least in accordance with relevant legislation.

### 4.4 Prohibition of discrimination and equality

The Supplier commits to treat its employees with respect and equality. The Supplier commits to adhere to the fundamental values of human rights such as equality and non-discrimination, and there must be no discrimination in the workplace in hiring, compensation, access to training, promotions, termination of employment, or retirement based on, among other things, sexual orientation, nationality, ethnic background, gender, age, or religion. The Supplier does not tolerate any harassment, bullying, threats, or other inappropriate treatment of employees.



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#### 4.5 Health, safety and occupational protection

The Supplier commits to comply with laws and regulations concerning occupational safety and providing its employees with healthy and safe working conditions that always meet the requirements of applicable laws. The Supplier promotes workplace safety and prevents accidents and injuries by, among other things, providing sufficient training, necessary equipment, and tools to its employees.

### 5. ENVIRONMENTAL RESPONSIBILITY

#### 5.1 Sustainable practices

Veikkaus requires its Suppliers to conduct their operations in a manner that respects planetary boundaries. The Supplier commits to not violate laws, regulations, or generally accepted operational norms in the European Union concerning environmental protection. The Supplier must ensure that it has all the necessary environmental permits, licenses, and registrations for its operations and must maintain and comply with them.

The Supplier systematically addresses environmental violations and requirements and informs its personnel and external stakeholders, including Veikkaus, if the impact extends to Veikkaus.

#### 5.2 Practices for implementing environmental and climate responsibility

The Supplier works systematically and proactively to promote its environmental responsibility and the sustainability of its operations, as well as to minimize all environmental impacts of its activities.

Environmentally responsible operations cover at least the following areas. The Supplier should assess how their operations can be conducted in a manner that protects terrestrial and aquatic ecosystems from depletion and pollution. Additionally, the Supplier monitors and manages emissions and pollutants (to air, soil, and water) produced by its operations. The Supplier has procedures for the proper handling, recycling, and disposal of waste, as well as for minimizing the amount of waste generated. The Supplier actively and continuously strives to reduce the carbon footprint of its operations, for example, by improving energy efficiency and using renewable energy sources.

### 6. MONITORING

The Supplier must actively and regularly monitor compliance with this Code of Conduct both in its own operations and in its supply chain. Suppliers are encouraged to continuously improve and maintain procedures that support compliance with this Code of Conduct. Significant risks affecting Veikkaus' operations must be reported to Veikkaus without delay.

The Supplier is expected to maintain transparent and reliable documentation and records continuously. Upon request, the

Supplier must provide Veikkaus with information and documentation regarding compliance with this Code of Conduct.

#### 6.1 Complaints and whistleblower protection

The Supplier must ensure that its employees have appropriate means to raise any concerns related to compliance with this Code of Conduct. An employee who makes such a report in good faith must be protected from any possible retaliation. Veikkaus encourages the use of whistleblowing channels to report misconduct, such as violations of environmental regulations, human rights abuses, competition law violations, and corruption, without the risk of retaliation.

#### 6.2 Audit and assessments

The Supplier agrees that Veikkaus has the right to conduct necessary and reasonably scoped risk-based inspections at the Supplier's and its group companies' premises to verify compliance with this Code of Conduct. For this purpose, all necessary information and documents must be made available to Veikkaus upon request, and on-site audits at the Supplier's company must be allowed with reasonable prior notice. Veikkaus also has the right to have an independent third party to conduct an audit of compliance with this Code of Conduct. Provisions related to data protection and the Supplier's trade and business secrets will be respected.

The Supplier may be asked to complete questionnaires or self-assessments regarding its principles, processes, and management systems related to this Code of Conduct. The aim is to understand the Supplier's practices and identify areas for improvement.

#### 6.3 Reporting and notifications procedure

Veikkaus aims to build an open and honest contractual relationship with its Suppliers, based on mutual trust and cooperation. Veikkaus encourages Suppliers to openly discuss any challenges related to the implementation of this Code of Conduct with Veikkaus.

If the Supplier suspects or becomes aware of any non-compliance with this Code of Conduct, it must immediately report the matter to Veikkaus. Primarily, the Supplier's report should be made to the contact person at Veikkaus associated with the relevant contract.

If necessary, concerns and misconduct can be reported confidentially and anonymously through Veikkaus's Ethical Reporting Channel, which is available on Veikkaus's website: <https://www.veikkausgroup.com/en/whistleblowing-channel>.

#### 6.4 Violation of the code of conduct and termination of the contractual relationship

A Supplier who violates or neglects its obligations under this Code of Conduct is required to immediately correct its practices, address the practices of its group company,



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subcontractor, or partner, and report the deficiencies and the related corrective action plan to Veikkaus.

Veikkaus may set a reasonable deadline for correcting the violation. If corrective actions are not taken within the deadline, Veikkaus has the right to terminate the contract at the specified time. Setting a deadline is not necessary if the violation is severe.

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In the event of contract termination, Veikkaus is not obligated to compensate the business partner for any damage caused by the termination.

## **7. ACCEPTANCE**

Acceptance and commitment to the Code of Conduct are confirmed by signing the contract.