



RESPONSE TO REQUEST FOR

NEW YORK STATE
GAMING COMMISSION

NEW YORK LOTTERY
VIDEO LOTTERY GAMES
C202017

VOLUME 1

APPLICANT INFORMATION

MARCH 19, 2021

Disclaimers

1. In this letter and throughout the RFP, we use the terms “Interblock” and “Bidder” interchangeably to refer to Interblock USA L.C., the Licensee. Unless otherwise indicated, reference to Interblock means Interblock USA.

All service activities described in the RFP are to be performed by Interblock USA or its subcontractors. We receive manufacturing, development, design, and marketing support from our parent company but direct contact with the Commission will be through Interblock USA.

2. Although many sections of the RFP reference VLTs, our response is limited to what Interblock actually manufactures and distributes, which are electronic table games or ETGs. Our discussion of service capabilities, software development and other topics covered in the RFP refers to ETGs throughout. As a Lot 3 Bidder, Interblock is pursuing only the ETG opportunity as outlined in the RFP.

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Introduction

1. Introduction (RFP Section 1.1 and 4.1)

Interblock has taken exceptional care to organize our proposal to the New York Gaming Commission as requested. The Proposal will consist of three volumes: Volume 1 – Applicant Information; Volume 2 - Technical Proposal; and Volume 3 - Pricing Proposal, plus appendices.

Since Interblock chose to utilize the Alternative Electronic Submission Method, we have made sure to follow the request of having both the Redacted and Non-Redacted Versions on separate USB Memory Sticks ensuring that it is easier for the Gaming Commission to review. In addition, Interblock has also made sure that all volumes of our Proposal shall be submitted to the Gaming Commission as Information, Technical, and Pricing Proposal in a PDF file version. Interblock understands and acknowledges that the electronic files shall include all Technical Proposal sections within a single file to facilitate searches for terms across the breadth of the Technical Proposal. Interblock will also ensure that our Proposal is sent to: Officer.Contracting@gaming.ny.gov

Proposal Clarification Process

Interblock understands and is willing to supply the New York Gaming Commission with information to resolve any questions the Gaming Commission may have within the proposal. Interblock acknowledges that this is an opportunity to further explain and clarify anything which the Gaming Commission finds to be ambiguous or unclear. Any requests from the Gaming Commission that require clarification will be returned promptly within the time stipulated by the Gaming Commission. Interblock understands and acknowledges that if applicable, all clarifications will be added as Addenda to the Proposal.

Confirmation

Interblock understands that The Gaming Commission will confirm the time and date our Proposal was received by electronic mail if that is how the Proposal was sent. If hand-delivered, Interblock understands that the Commission will also provide a receipt indicating when the Proposal was accepted.

Joint and Multiple Proposals

Interblock will not be submitting a joint proposal for this RFP nor will it be submitting multiple proposals. Interblock will only be submitting a Proposal for Lot 3.

Non-Collusive Bidding Certification

In the Appendices included with this Volume One (1) the Commission will find Interblock's signed Appendix D: Non-Collusive Bidding Certification.

Background Information

2. Background Information (RFP Section 1.2)

Interblock has reviewed and acknowledges the information outlined in this section of the RFP.

Objective

3. Objective (RFP Section 1.3)

Interblock has reviewed and acknowledges the information outlined in this section of the RFP.

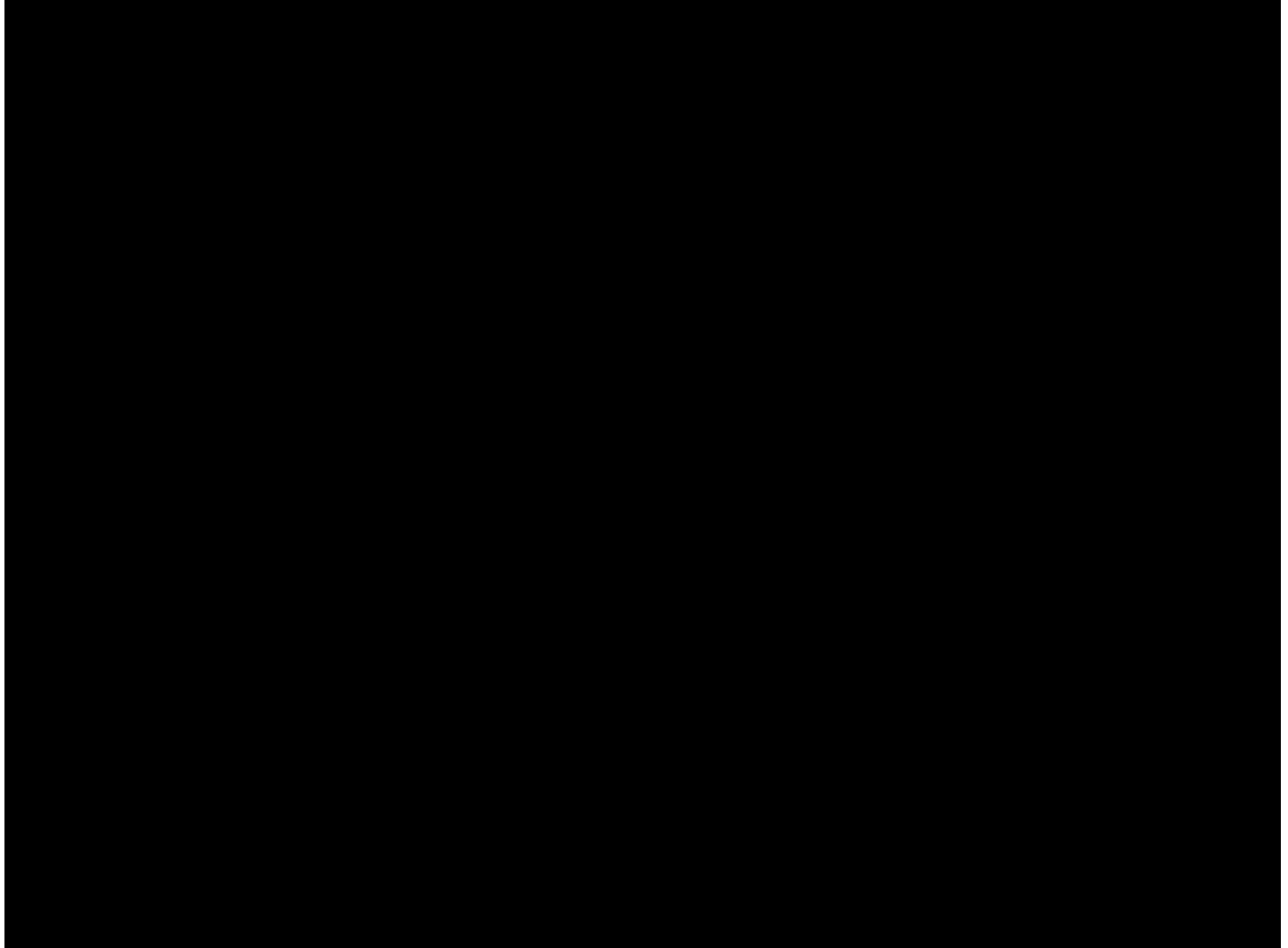
Video Lottery Gaming

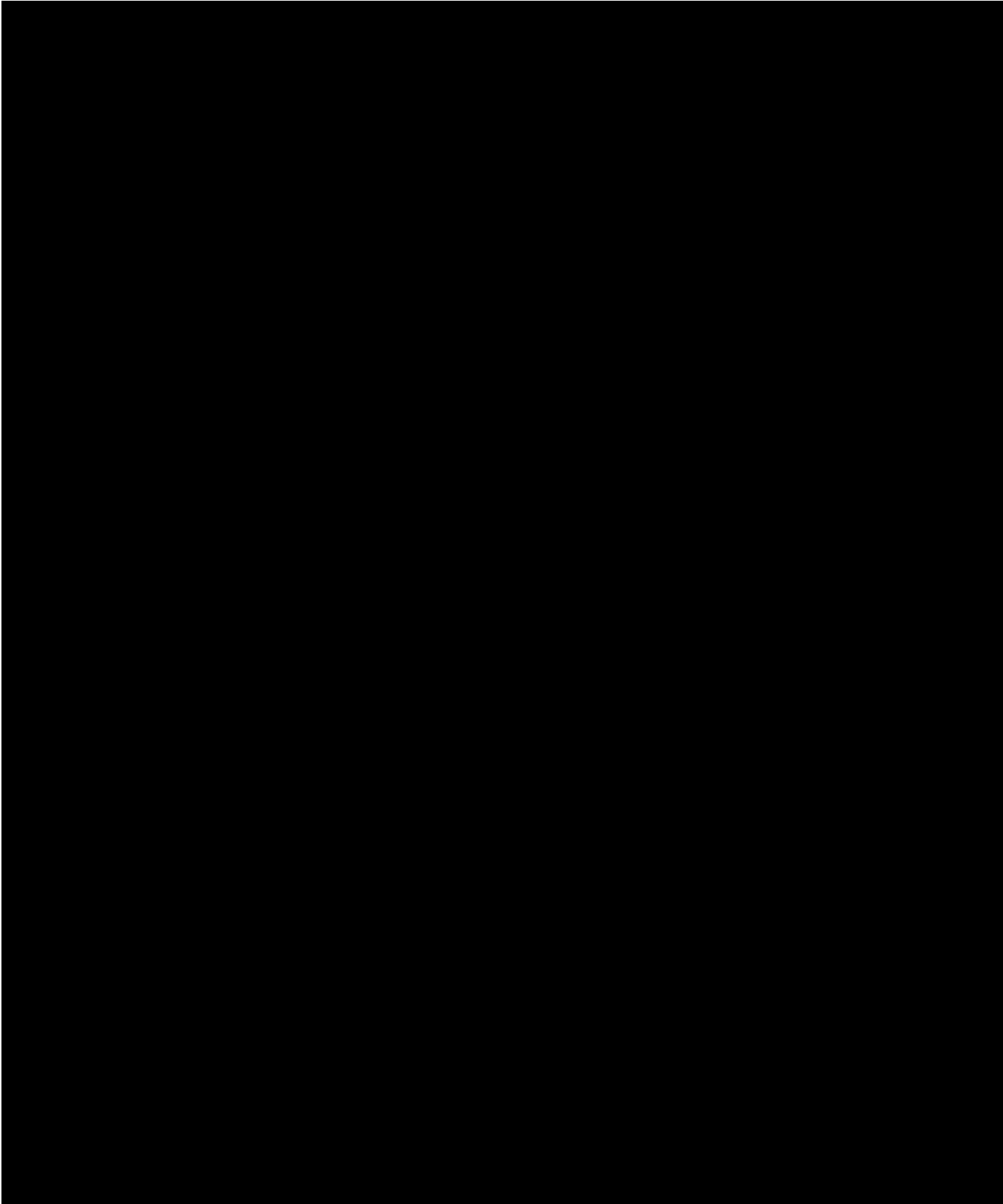
4. Video Lottery Gaming (RFP Section 1.4)

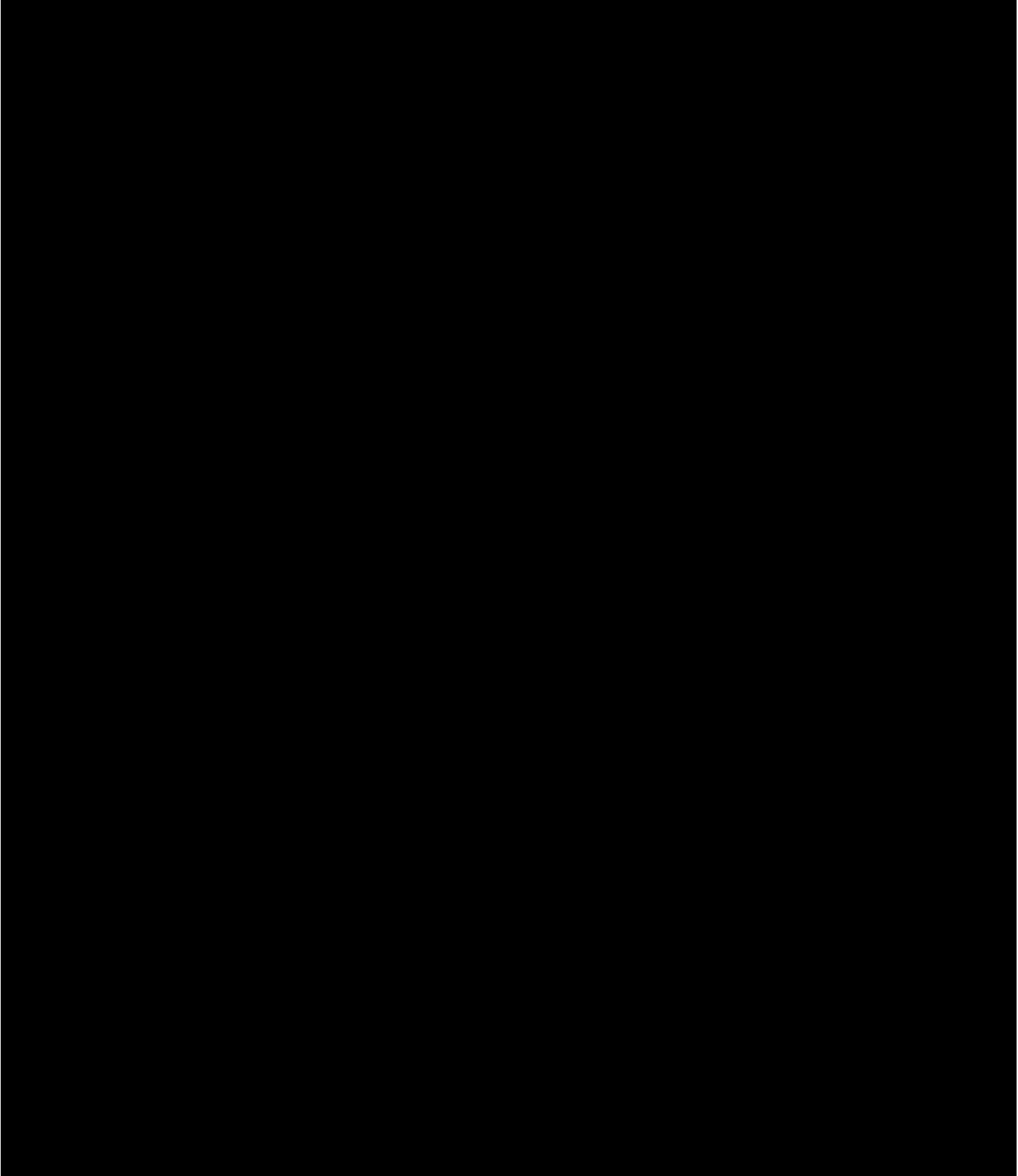
Interblock has reviewed and acknowledges the information outlined in this section of the RFP.

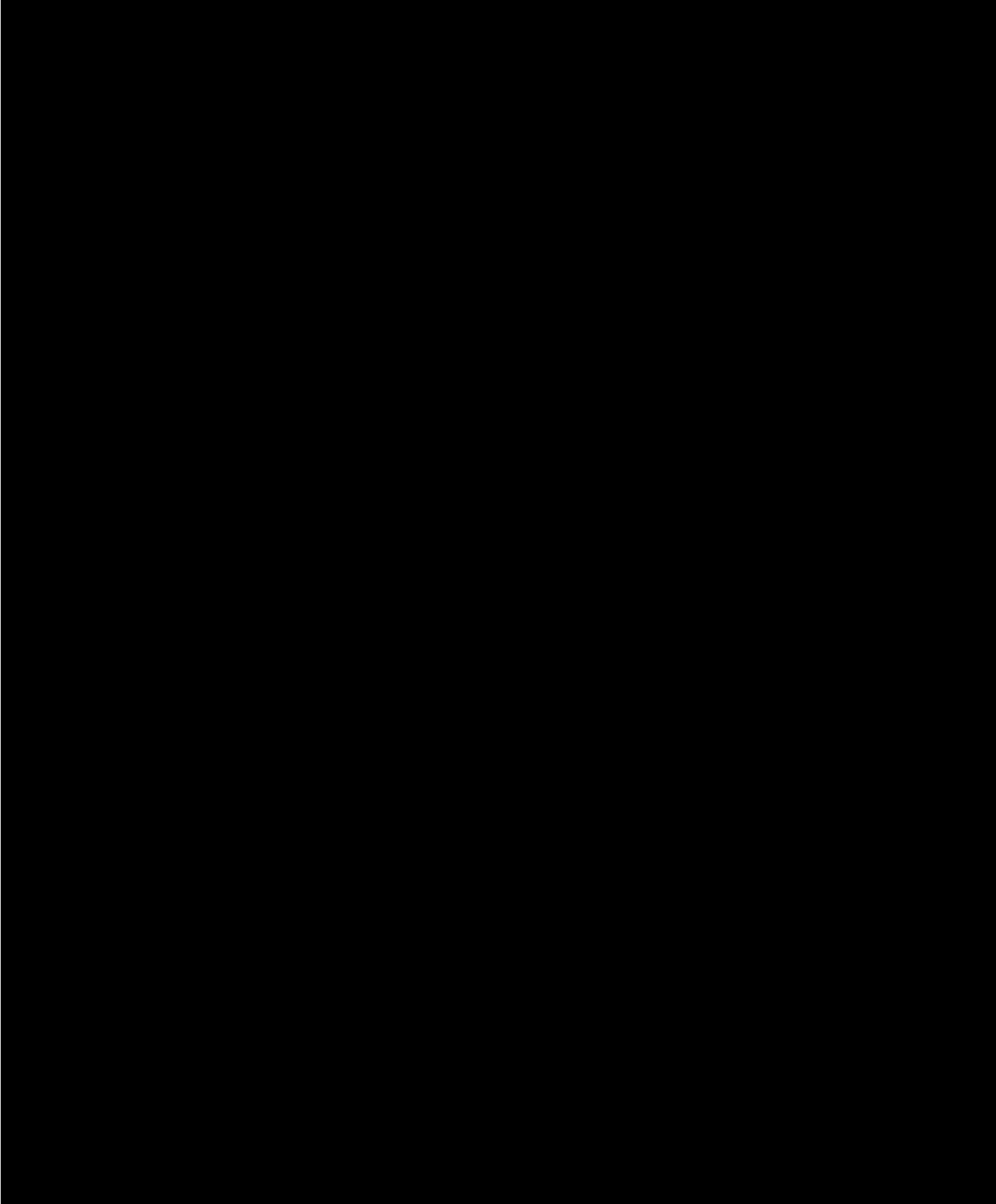
Minimum Qualifications

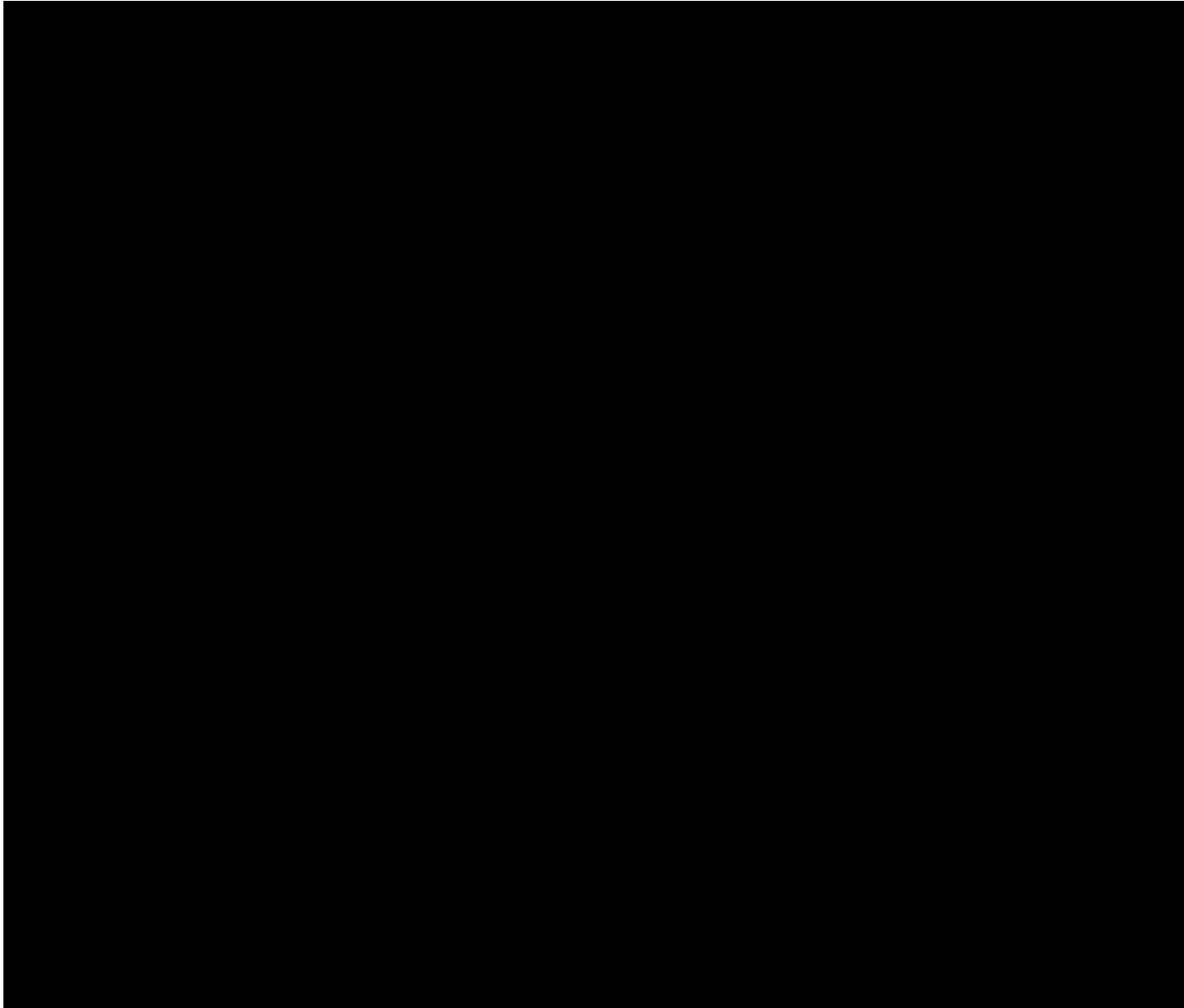
5. Minimum Qualifications (Reference: RFP Section 1.5)











Acknowledgement of Schedule

6. Acknowledgement of Schedule (RFP 1.6)

Interblock has reviewed and acknowledges the scheduling requirements outlined in this section of the RFP.

Acknowledgement of Appendices, Attachments and Exhibit

7. Acknowledgement of Appendices, Attachments and Exhibit (RFP 1.7)

Interblock has reviewed and acknowledges the information regarding Appendices, Attachments, and Exhibits incorporated into this section of the RFP.

Bidder/Contractor Differentiation

8. Bidder/Contractor Differentiation (RFP 1.8)

Interblock has reviewed and acknowledges the distinctions outlined in this section of the RFP.

Headings

9. Headings (RFP 1.9)

Interblock has reviewed and acknowledges the information on headings outlined in this section of the RFP.

Acknowledgement of Designated Contacts

10. Acknowledgement of Designated Contacts (RFP 1.10)

Interblock has reviewed and acknowledges the requirements outlined in this section of the RFP.

Acknowledgement of Lobbying Restrictions

11. Acknowledgement of Lobbying Restrictions (RFP 1.11 and Appendix C)

Disclosure/Certification Form (RFP Appendix C) to be found in the Appendices section of this Volume 1.

Questions and Inquiries – Acknowledgement of Addendum Form


12. Questions and Inquiries – Acknowledgement of Addendum Form (RFP 1.12)

Interblock has reviewed and acknowledges the requirements outlined in this section of the RFP, including that the Attachment 1: Bidder Acknowledgement of Addendum Form(s) is provided with each addendum and includes a signed Form for each addendum issued. The required signed Bidder Acknowledgement of Addendum Forms are attached to this proposal.

The required signed bidder of acknowledgement addendum form is attached below.

Figure 12.1

Attachment 1



RFP: C202017 – New York Lottery Video Lottery Games

BIDDER ACKNOWLEDGEMENT OF ADDENDUM

Amendment Number: One

Date Issued: February 23, 2021

Summary:

The Commission hereby amends the Schedule of Events as follows (changes made in red):

Schedule of Events
The following dates are established for informational and planning purposes. The New York State Gaming Commission reserves the right to adjust this schedule, in its sole discretion.

RFP Issued	February 5, 2021
Bidders' First Questions Due	February 17, 2021, by 3:00 p.m.
Commission Responses to First Questions	February 23, 2021
Bidders' Second Questions Due	February 24, 2021, by 3:00 p.m.
Commission Responses to Second Questions	March 1, 2021
Bidders' Third Questions Due	March 3, 2021, by 3:00 p.m.
Commission Responses to Third Questions	March 8, 2021
Primary Bidders' Proposals Due	March 19, 2021, by 3:00 p.m.
Contract Start Date	July 1, 2021

Questions and answers are attached.

By signing below, the bidder attests to receiving and responding to the amendment number indicated above.

FIRM NAME: Interblock USA L.C.



REPRESENTATIVE SIGNATURE: 
John Connolly, Global CEO

Figure 12.2

RFP C202017 – Amendment 2 March 1, 2021

Attachment 1



**Gaming
Commission**

RFP: C202017 – New York Lottery Video Lottery Games

BIDDER ACKNOWLEDGEMENT OF ADDENDUM

Amendment Number: Two

Date Issued: March 1, 2021

Summary:

Questions and answers are attached.

By signing below, the bidder attests to receiving and responding to the amendment number indicated above.

FIRM NAME: Interblock USA L.C.



REPRESENTATIVE SIGNATURE: 
John Connelly, Global CEO

Figure 12.3

RFP C202017 – Amendment 3 March 8, 2021

Attachment 1



NEW YORK
STATE OF
OPPORTUNITY. | **Gaming
Commission**

RFP: C202017 – New York Lottery Video Lottery Games
BIDDER ACKNOWLEDGEMENT OF ADDENDUM


Amendment Number: Three
Date Issued: March 8, 2021

Summary:

Questions and answers are attached.

By signing below, the bidder attests to receiving and responding to the amendment number indicated above.

FIRM NAME: Interblock USA L.C.

REPRESENTATIVE SIGNATURE: 
John Connelly, Global CEO

Acknowledgement of Non-Collusive Bidding

13. Acknowledgement of Non-Collusive Bidding (RFP 1.13 and Appendix D)

In accordance with section 139-d of the New York State Finance Law, the Bidder hereby warrants, under penalty of perjury, that this Proposal was arrived at independently and without collusion aimed at restricting competition. The Bidder further warrants that the Non-Collusive Bidding Certification Form (RFP Appendix D) located in the Appendices section of this Volume One (1) was executed by an authorized and responsible person on the Bidder's behalf.

In accordance with section 139-d of the New York State Finance Law, the Bidder hereby warrants, under penalty of perjury, that this Proposal was arrived at independently and without collusion aimed at restricting competition. The Bidder further warrants that the Non-Collusive Bidding Certification Form (RFP Appendix D) located in the Appendices section of this Volume 1, was executed by an authorized and responsible person on the Bidder's behalf.

Acknowledgment of Vendor Responsibility Questionnaire

14. Acknowledgment of Vendor Responsibility Questionnaire (RFP 1.14 and Appendix E)

Interblock has fully and accurately completed and submitted herewith Appendix E: New York State Vendor Responsibility Questionnaire (hereinafter the "Questionnaire") located in the Appendices section of this Volume 1.

Interblock further acknowledges that the State's execution of the Contract will be contingent upon the Commission's determination that the Bidder is responsible, and that the Commission will be relying upon the Bidder's responses to the Questionnaire in making that determination. The Bidder agrees that if it is determined by the Commission that the Bidder's responses to the Questionnaire were intentionally false or intentionally incomplete, on such determination, the Commission may terminate the Contract by providing ten (10) days written notification to the Bidder. In no case shall such termination of the Contract by the Commission be deemed a breach thereof, nor shall the Commission be liable for any damages for lost profits or otherwise, which may be sustained by the Bidder as a result of such termination.

Designation of Proprietary Information

15. Designation of Proprietary Information (RFP 1.15)

Interblock has reviewed and acknowledges the requirements outlined in this section of the RFP.

The Bidder acknowledges that during the Commission's evaluation process, the contents of the Bidder's Proposal will be held in confidence, and the details of the Bidder's Proposal will not be revealed except as may be required under the New York State Freedom of Information Law ("FOIL") or other State law. The Bidder understands that FOIL provides for an exemption from disclosure for trade secrets or information the disclosure of which would cause substantial injury to the competitive position of a commercial enterprise.

The Bidder believes that its Proposal contains trade secrets or other Confidential Information. Consequently, the Bidder is submitting along with this Proposal a letter which sets forth its request to exempt such information from disclosure. Such request: (a) identifies the specific material in the Proposal the Bidder believes should be exempt from disclosure; (b) identifies the location (section, page number) of such material; and (c) states the reasons why the information should be exempt from disclosure.

As instructed by RFP Section 1.15, the Bidder has limited its request to exempt information contained in its Proposal from disclosure to bona fide trade secrets or specific information, the disclosure of which would cause substantial injury to the competitive position of the Bidder's business.

The Bidder understands that upon receipt of its proprietary designations, the Commission's legal staff, as directed by the Designated Contacts, will review each designation, and communicate with the Bidder in the determination of such designation. The Bidder also understands that the designation shall not become final until accepted by the Commission via formal letter. Once the designations are final, the Bidder will follow the mandates of RFP Section 1.15 and submit a redacted version of its Proposal consistent with the accepted designations.

Acknowledgement of Clarification Process

16. Acknowledgement of Clarification Process (RFP 1.16)

Interblock has reviewed and acknowledges the information concerning the clarification process as outlined in this section of the RFP.

Acknowledgement of Site Visits and Demonstrations

17. Acknowledgement of Site Visits and Demonstrations (RFP 1.17)

Interblock has reviewed and acknowledges the information concerning Site Visits and Demonstrations outlined in this section of the RFP.

Acknowledgement of Disclosure and Investigation During Proposal Evaluation

18. Acknowledgement of Disclosure and Investigation During Proposal Evaluation (RFP 1.18)

The Bidder acknowledges and understands the mandates set forth in Section 1.18 and shall conduct itself accordingly pursuant to the Contract, if awarded.

Specifically, it is understood that the Commission may initiate investigations into the backgrounds of the Bidder and individuals, or entities related to any officers, directors, members, principals, investors, owners, subcontractors (and subcontractors' parent company if decided by the Commission), employees, or any other individuals or entities related to the Bidder, as the Commission may deem appropriate, at the discretion of the Commission.

The Bidder acknowledges that background investigations may include fingerprint identification by the New York State Division of Criminal Justice Services and the Federal Bureau of Investigation, and such additional investigation as may be required. The Bidder also understands that the Commission may reject a Proposal or cancel Contract, in the sole discretion, based upon the results of these background checks, or if it finds false or intentionally misleading information in connection with any investigation performed by the Commission.

Disclosure of Litigation and Other Information

19. Disclosure of Litigation and Other Information (RFP 1.19)

Interblock acknowledges that the Commission requires that it list and summarize pending litigation that the Bidder is aware will likely be initiated, administrative or regulatory proceedings or similar matters that could materially affect the Bidder. As part of its disclosure requirement, Interblock is required to state whether it or any of its owners, officers, directors, or partners have ever been convicted of a felony. Interblock further acknowledges that failure to disclose any such matter may result in rejection of the Proposal or termination of a Contract and will be included with the Proposal.

Although the Bidder has concluded that no pending litigation (or litigation that the Bidder is aware will likely be initiated) or any administrative or regulatory proceedings or similar matters could materially affect the Bidder, in an abundance of caution the Bidder hereby provides the Commission with a summary of pending litigation that involves the Bidder or its Parent entity.

Type of Proceeding: Civil Action
Court: Supreme Court of the State of New York, County of Queens
Case Number: 702702/2020
Plaintiff: Sheena Gibson
Defendants: Interblock USA, L.C.; Scientific Games Corporation; Caesars Entertainment Corporation and Vici Properties, Inc.
Date Filed: 2/14/2020
Subject Matter: Plaintiff claims she sustained injuries while repairing an Interblock USA, L.C. gaming machine in Resorts World New York due to improper maintenance and product design defect
Value of Claim: Unknown at this time as all of Plaintiff's medical records have not been received and reviewed

Type of Proceeding: Litigation
Court: District Court of Ljubljana
Case Number: VIII Pg 2430/2019
Plaintiff: Interblock d.d.
Defendant: Aljosa Krupenko a.p (TEMPO)
Date Filed: 2019
Subject Matter: Legal dispute in connection with the breach of contract
Value of Claim: € 500,000.00

Type of Proceeding: Litigation
Court: District Court of Ljubljana
Case Number: VII Pg 2219/2019
Plaintiff: TECHNIX d.o.o.
Defendant: Interblock d.d.
Date Filed: 2019
Subject Matter: Legal dispute in connection with the breach of contract
Value of Claim: € 70,236.22

Additionally, the Bidder hereby discloses to the Commission that no owner, officer, director, or partner of the Bidder or its parent entity, Interblock d.d., have ever been convicted of a felony.

The Bidder acknowledges that the Bidder's disclosure obligation pursuant to Section 1.19 is a continuing requirement. Bidder further acknowledges that it will notify the Commission of any such matter, as defined in section 1.19, commencing after submission of a Proposal, and with respect to the Successful Bidder, after the approval of a Contract, in a written statement to the Commission within 10 business days.

Conflicts of Interest

20. Conflicts of Interest (RFP 1.20 and Appendix M)

After due inquiry, the Bidder is not aware of any actual or apparent conflicts of interest as described in Section 1.20.A or 1.20.B. The Bidder acknowledges that the Bidders' disclosure obligation pursuant to Section 1.20 is a continuing requirement. Bidder further acknowledges that if the Bidder is awarded a contract under the RFP the Bidder will have an ongoing obligation to inform the Commission of any actual or apparent conflicts of interest.

The Bidder has adopted a Conflict of Interest Policy which includes procedures that the Bidder, if it is a Successful Bidder, will follow to detect, notify the Commission of, and resolve any conflicts. Those procedures are set forth below:

Duty to Disclose

If a personal interest influences the performance of one's duties or creates the appearance of such influence, then a conflict exists. One must promptly disclose this type of personal interest to one's local Compliance Officer, particularly if one is a member of Board of Directors or has an executive function within the Company.

If one is unsure about being involved in outside employment, outside business activities, using the Company's suppliers or any other matter that may constitute a conflict of interest, one should contact a manager, supervisor, or Compliance Officer for guidance. Until one is advised that any potential conflict of interest is not an actual conflict of interest or one has been advised as to what action is to be taken to avoid a conflict of interest, one should take whatever action is necessary to avoid that potential conflict of interest.

Supervisors and managers have a responsibility to inform Compliance of any subordinate's potential conflict of interest situation. Compliance may refer the matter to the Chief Executive Officer or the Compliance Committee.

Investigating potential conflicts of interest

When a possible conflict of interest arises, Compliance will collect all of the pertinent information and may question any concerned parties. If it is determined that a conflict of interest exists, steps will be taken to address the conflict of interest.

Addressing conflicts of interest

When an actual conflict of interest is found, any transactions that may have been affected by such conflict of interest will be reviewed retroactively. Affected parties both within and outside of the business, including shareholders, directors, employees, and contractors will be notified. An investigation will also be conducted by Compliance which will involve the Compliance Committee to determine the extent of the conflict and the intentions of the parties involved. Upon disclosure of the information described above, the Company will take appropriate steps to protect against any actual or potential conflict of interest. Notification of actual conflict of interest and the outcome of the Company's investigation will be provided to gaming regulatory agencies where required.

Disciplinary action

All conflicts of interest will be reviewed on a case-by-case basis, and a completed investigation may result in the imposition of disciplinary action. The Company has full discretion to deem what disciplinary action is both fitting and necessary, including without limitation the suspension and/or termination of one's employment and/or association with the Company.

In addition, Interblock has completed and incorporated with this Proposal located in the Appendices section of this Volume 1 an Appendix M: Vendor Assurance of No Conflict of Interest or Detrimental Effect Form, which is a continuing requirement. If awarded the contract, Interblock will have an ongoing obligation to inform the Commission of any actual or apparent conflicts of interest.

New York State Public Officers Law

21. New York State Public Officers Law (RFP 1.21)

Interblock has reviewed and acknowledges the requirements outlined in this section of the RFP.

The Bidder acknowledges and understands a general rule and New York State Public Officers Law, that former employees of the State Agency or Authority may neither appear nor practice before the State Agency or Authority, nor receive compensation for services rendered on a matter before the State Agency or Authority, for a period of two (2) years following their separation from State Agency or Authority service.

The Bidder also acknowledges and understands Agency or Authority employees are subject to a "lifetime bar" from appearing before the State Agency or Authority or receiving compensation for services regarding any transaction in which they personally participated, or which was under their active consideration during their tenure with the State Agency or Authority.

The Bidder will work with its consultants, subcontractors and other entities regulated by the RFP in order to assure compliance.

Ethics Requirements

22. Ethics Requirements (RFP 1.22)

Interblock has reviewed and acknowledges the requirements outlined in this section of the RFP.

Certification of Compliance with State Finance Law 139-L

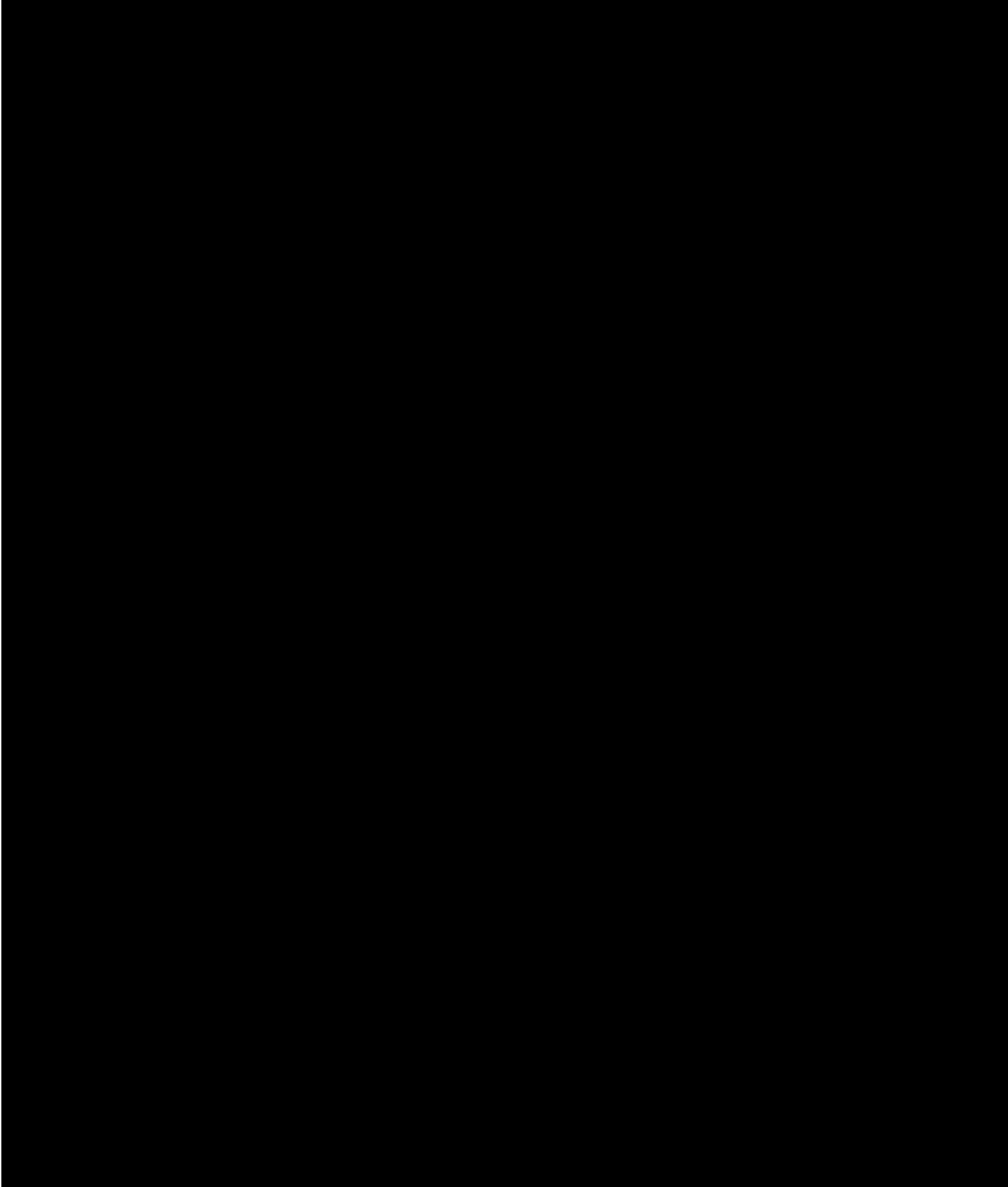
23. Certification of Compliance with State Finance Law 139-L (RFP 1.23 and Appendix N)

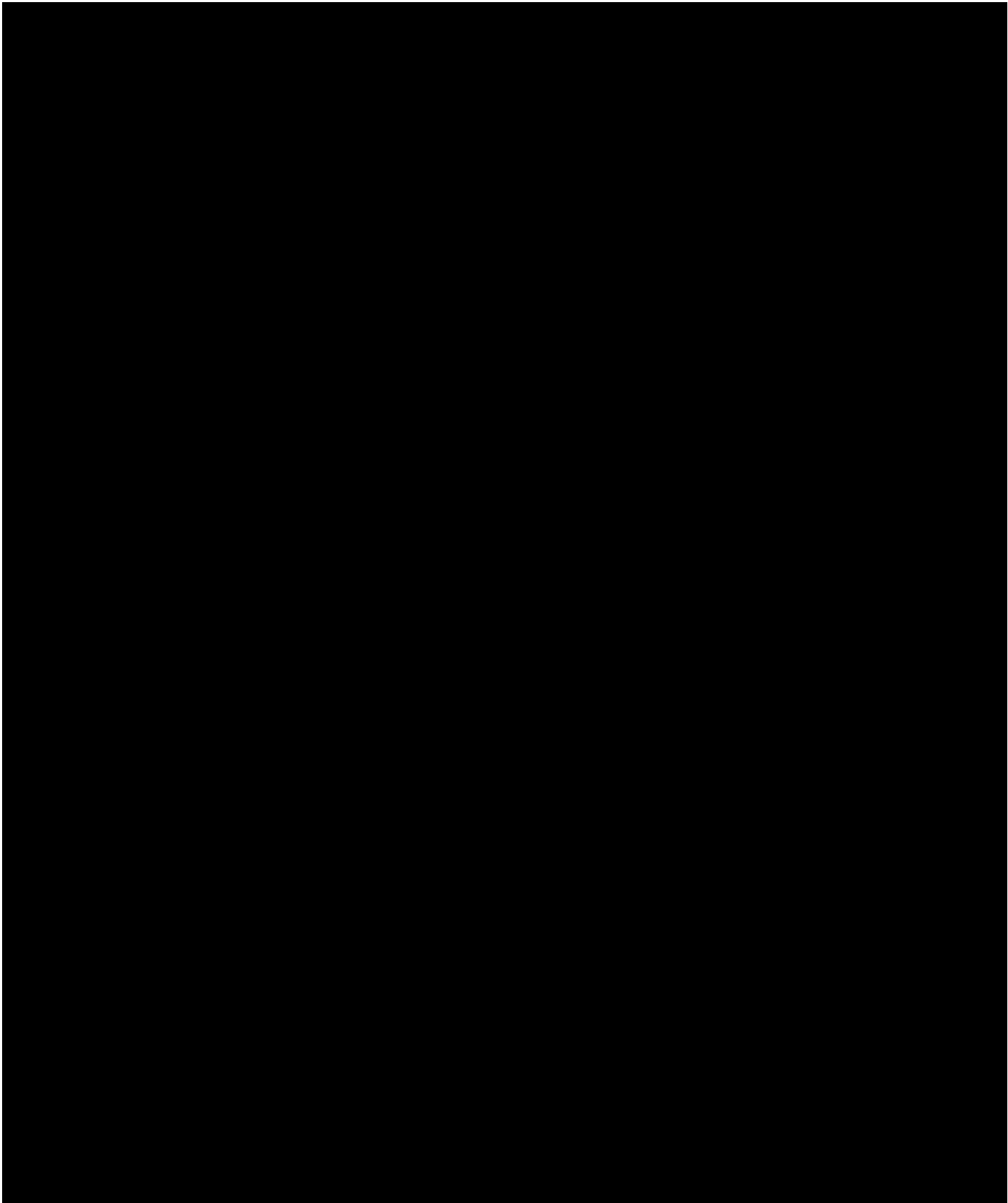
As certified in Appendix N, by submission of this Proposal, The Bidder has in place a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all its employees. Such policy meets the requirements of section 201-G of the New York State Labor Law.

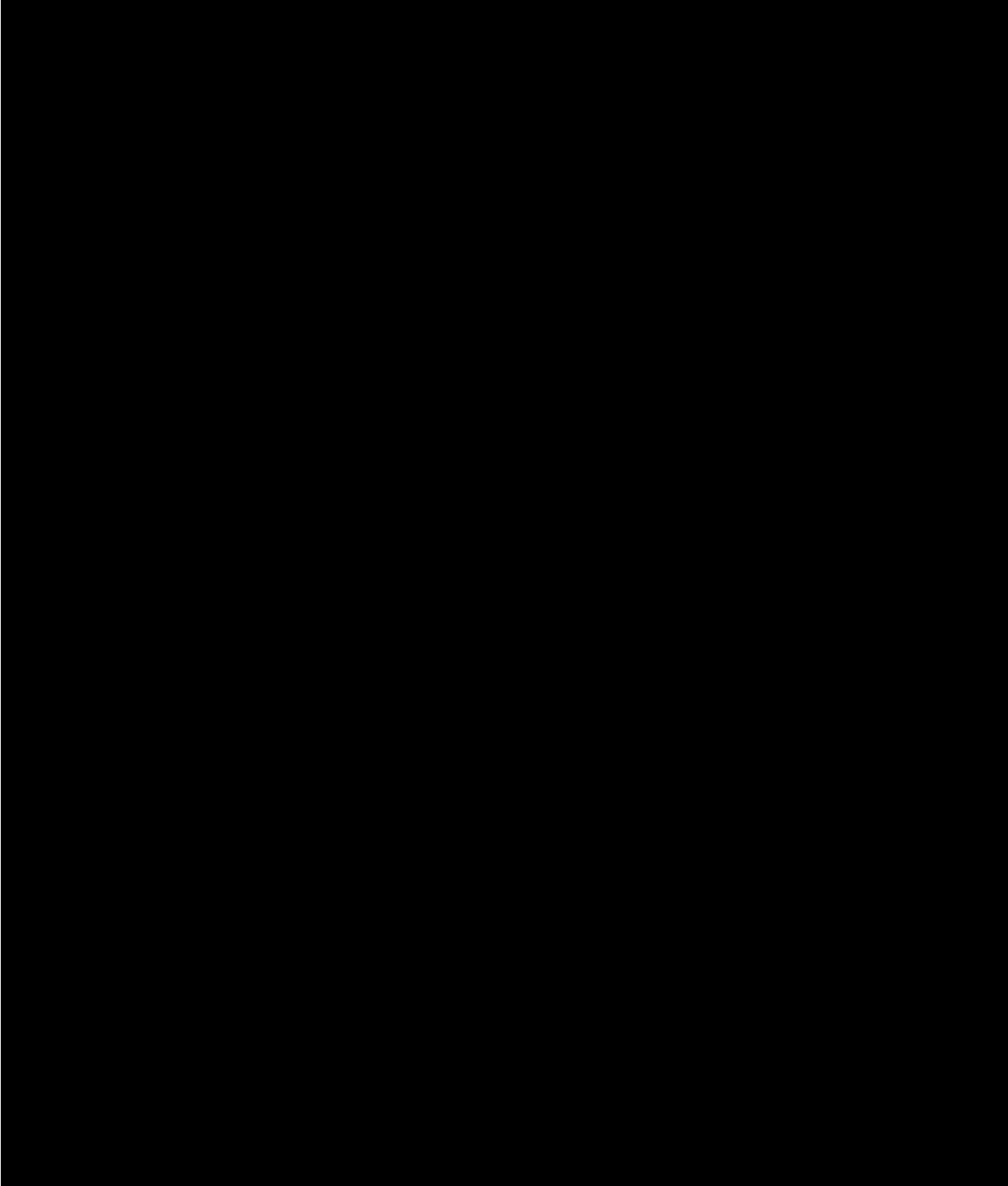
Specifically, The Bidder provides all employees with a work environment free of discrimination and harassment, exceeding the requirements set forth in section two-hundred one-g of New York State Labor Law. Employees receive our written anti-discrimination, anti-harassment, and anti-retaliation policy ("Policy") (attached) in their primary orientation and onboarding, and they are required to provide written acknowledgement of their receipt and understanding of the policy. The Bidder's VP of Human Resources is responsible for ensuring that all officers, managers, and employees comply with this policy and that appropriate action is taken if harassment is reported or occurs in the workplace.

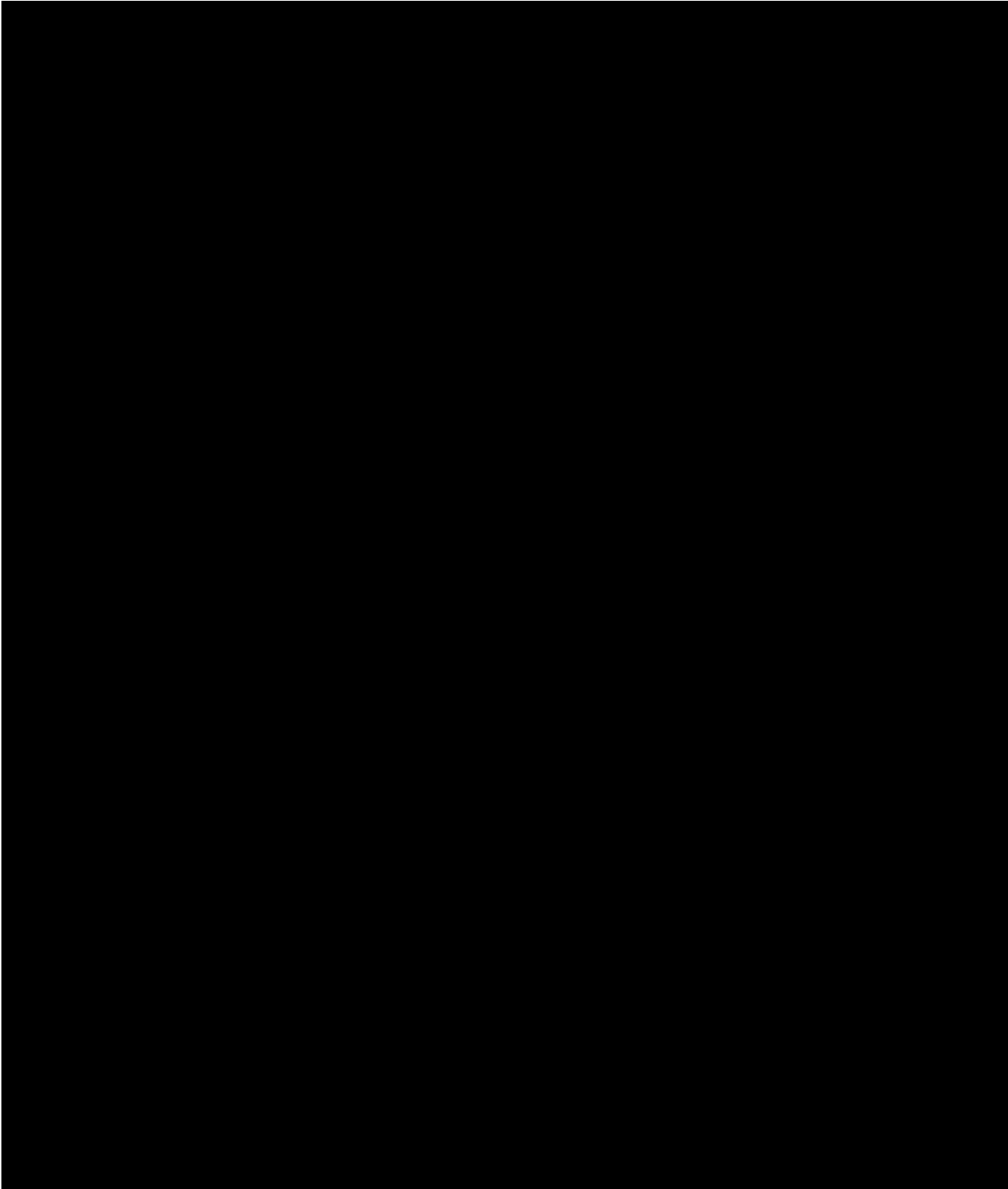
The Bidder will conduct an annual review of its Policy and assessment of training to ensure effective compliance with this section. Training is offered in each language its employees have identified as their primary language. Interactive training includes an explanation of sexual harassment consistent with guidance regarding model sexual harassment prevention and policies issued by the Department of Labor in consultation with the Division of Human Rights, including examples of conduct that would constitute unlawful sexual harassment and information concerning the federal and state statutory provisions concerning sexual harassment. Additionally, training includes information addressing conduct by supervisors. The Bidder will consult with a New York specific sexual harassment training vendor to assist in delivering this training to its employees.

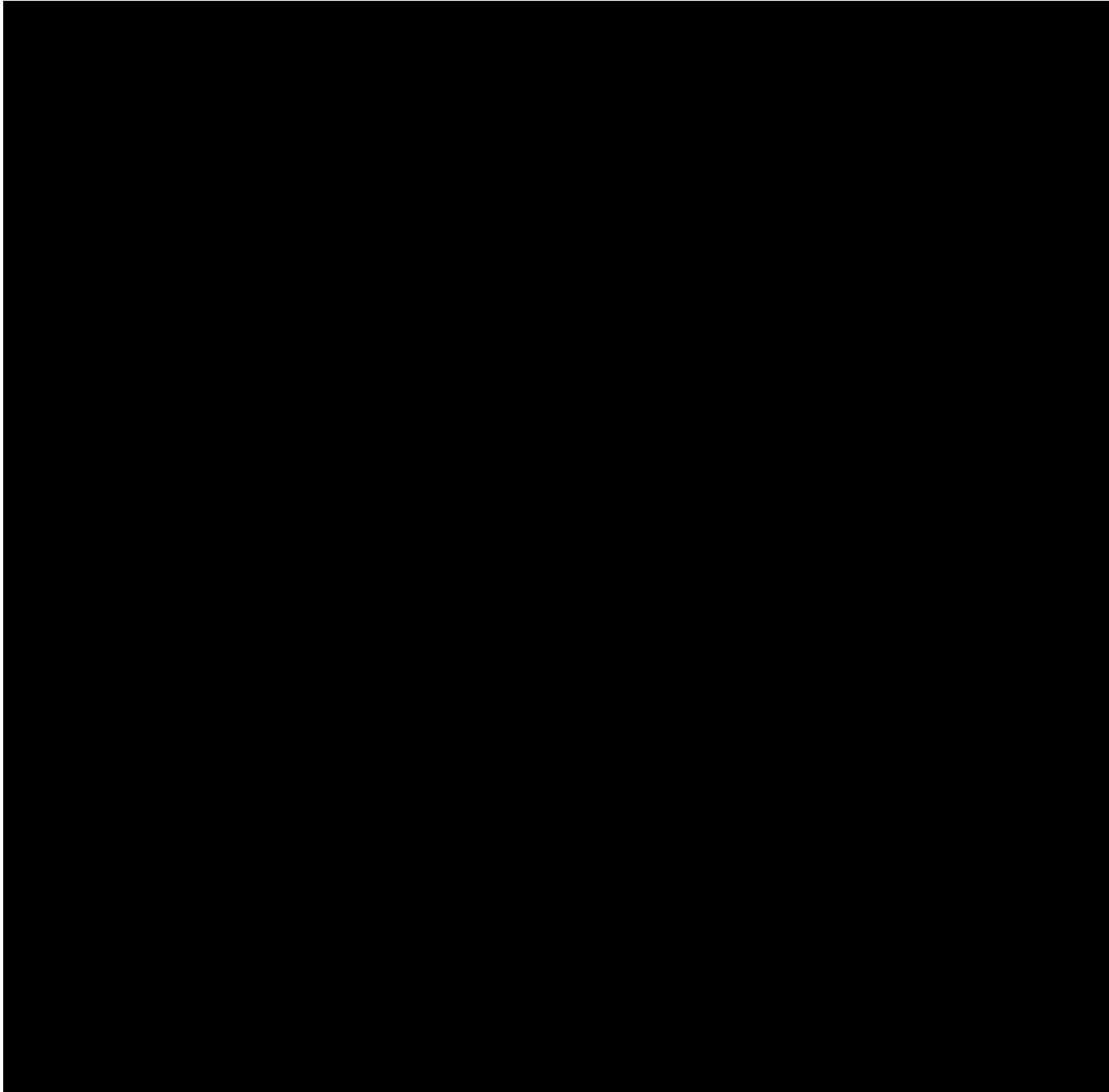
The Bidder's Policy is presented and incorporated herein and Interblock has included the required signed Statement and Certification on Sexual Harassment, pursuant to State Finance Law §139-L into the RFP, as Appendix N, located in the Appendices Section of this Volume 1.

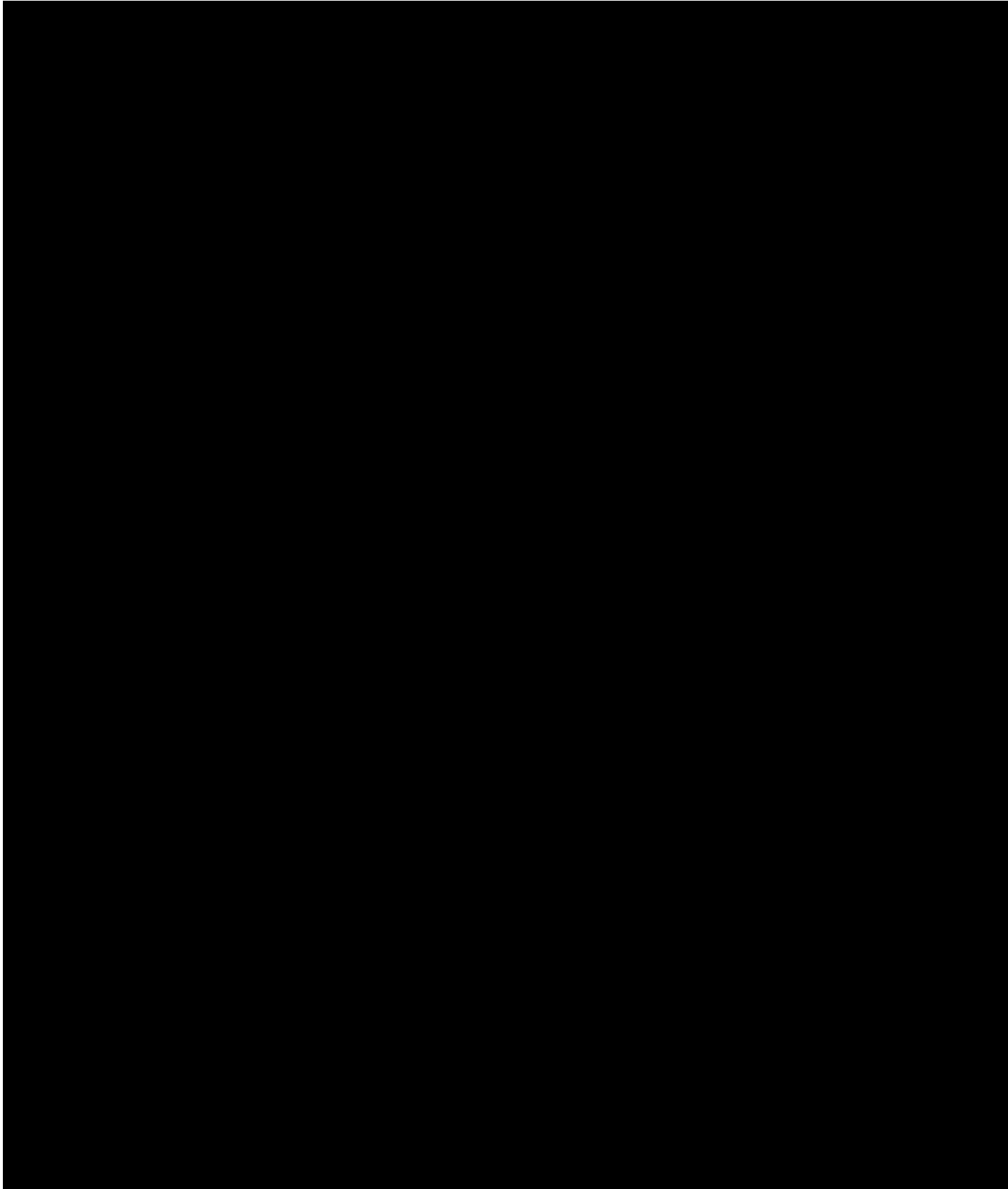


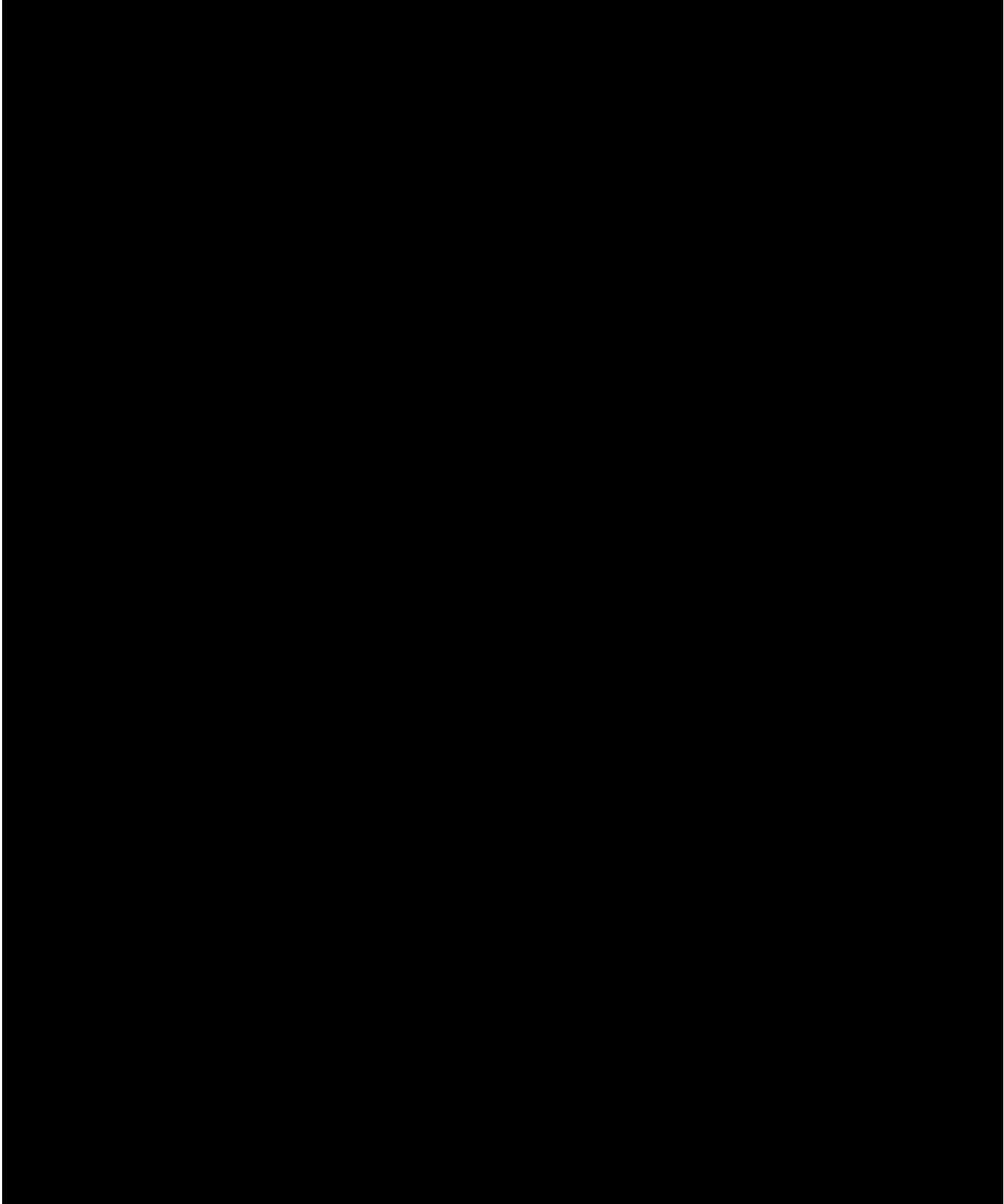


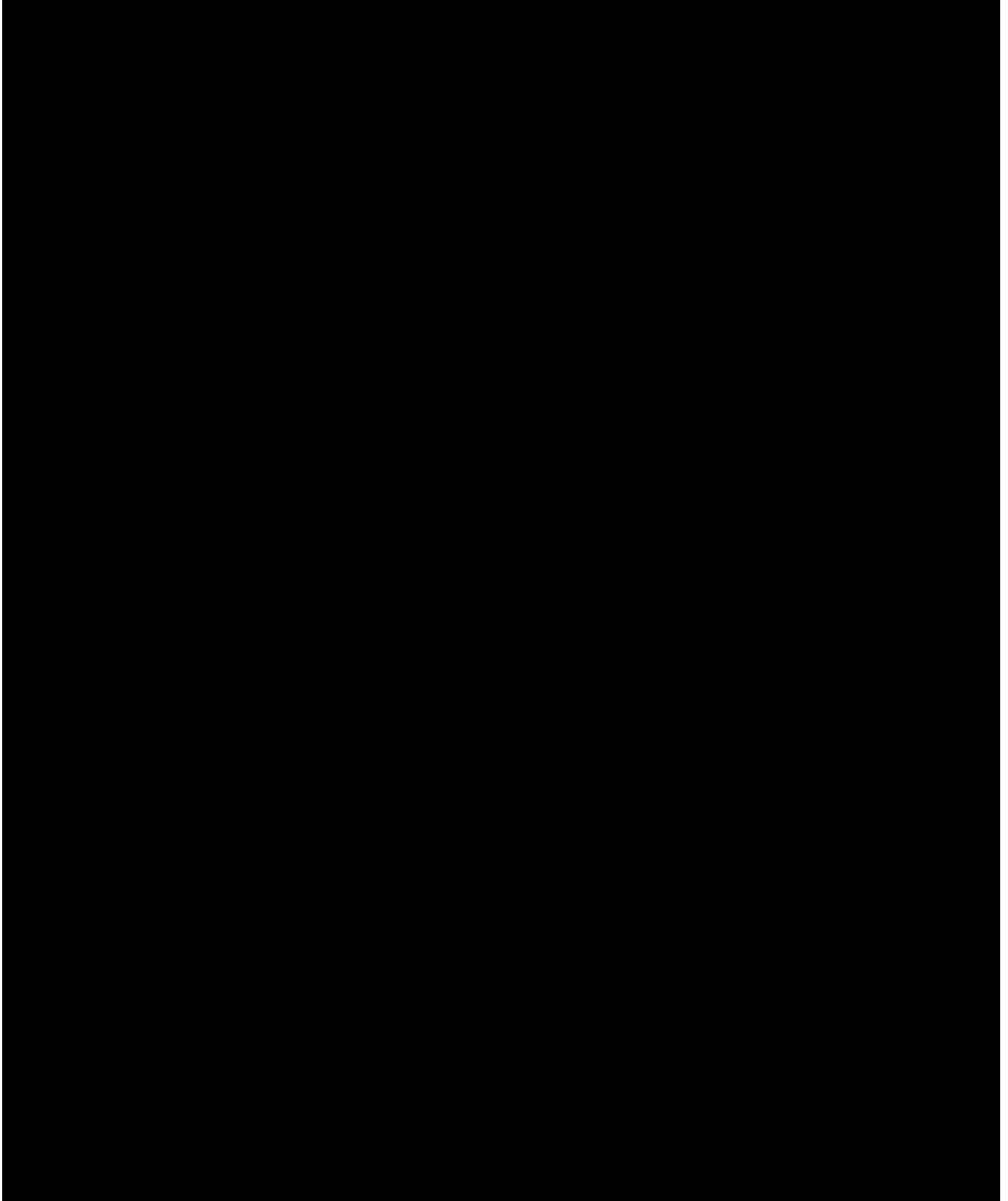


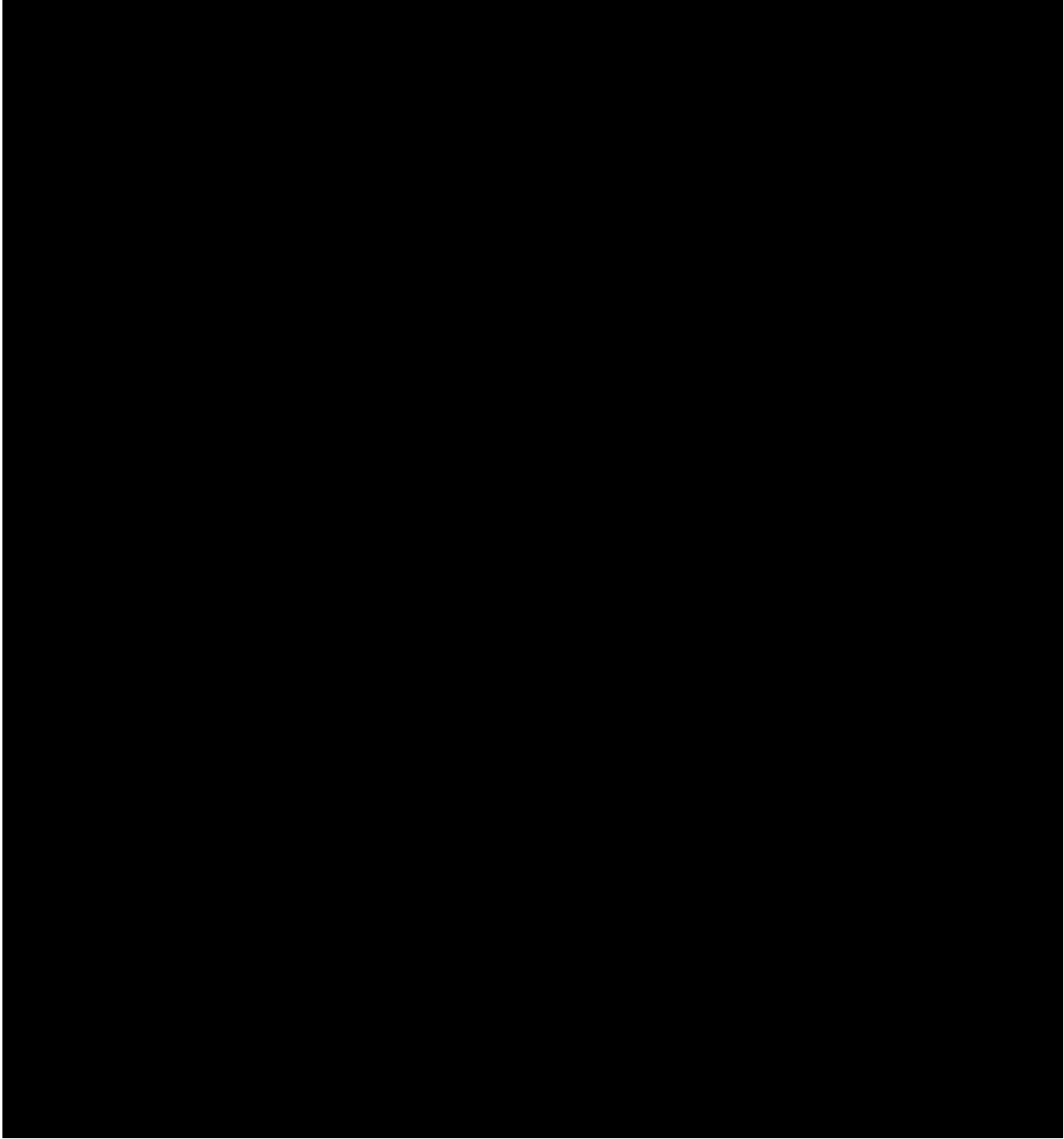












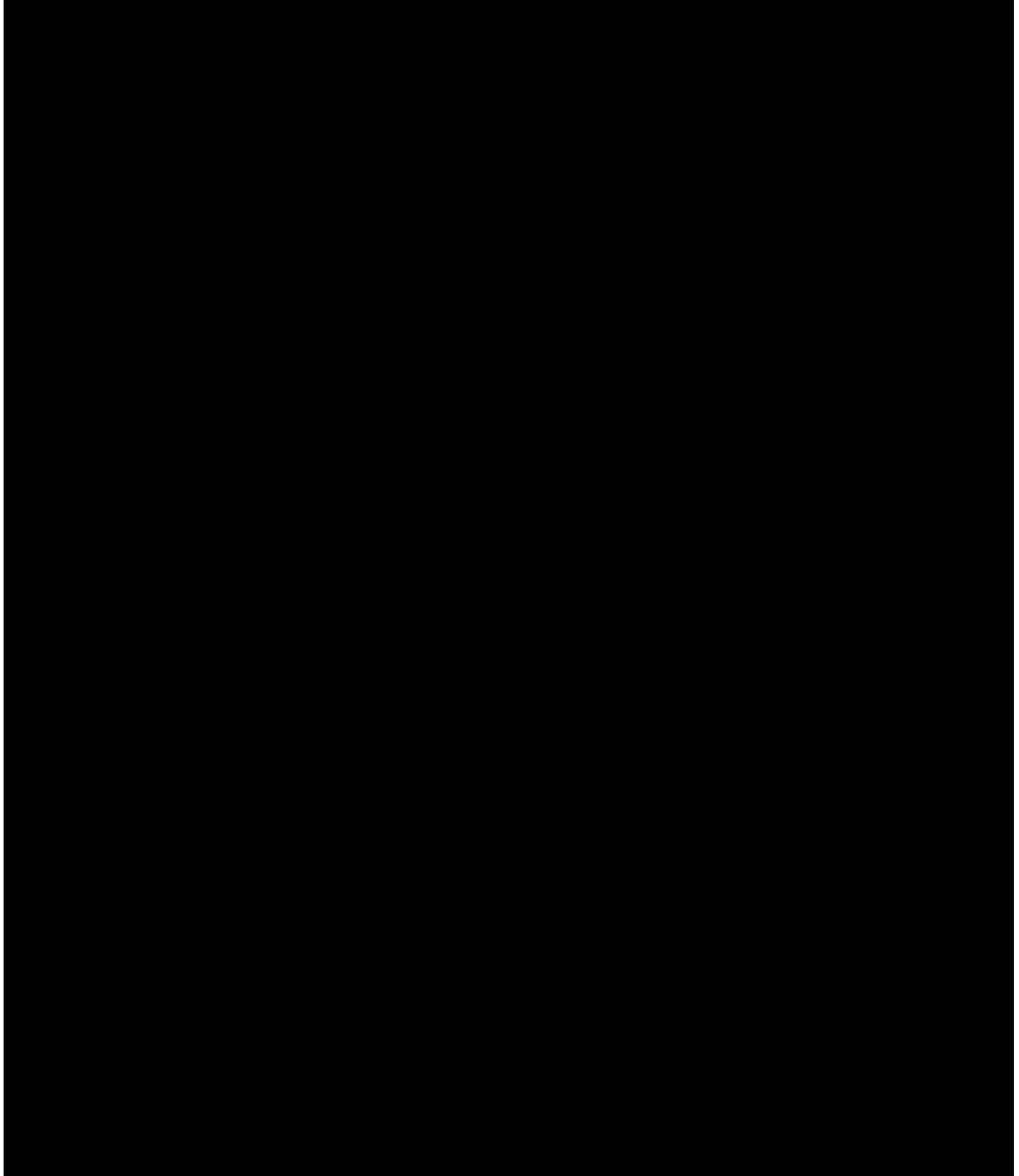
Certification of EO 177

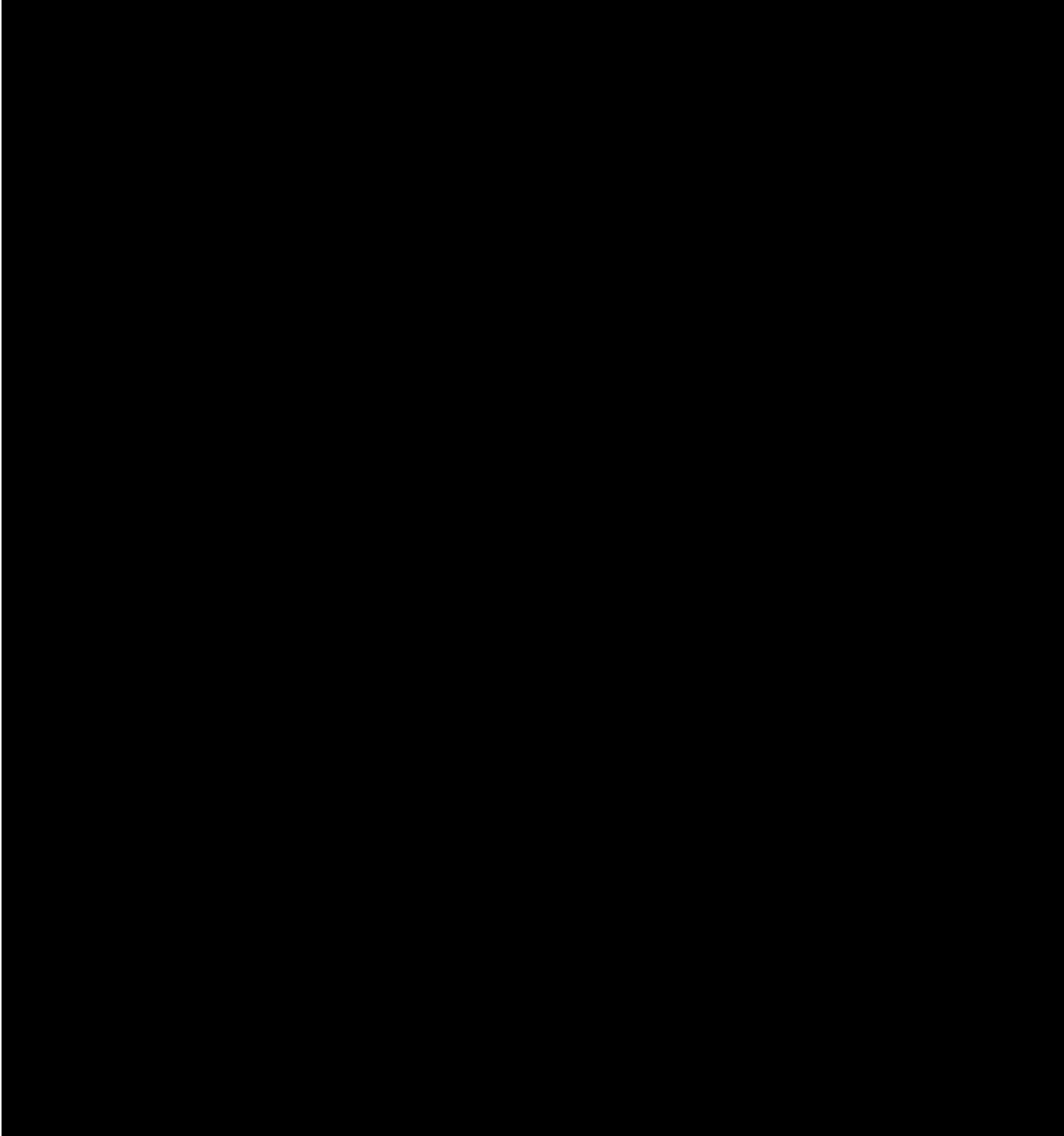
24. Certification of EO 177 (RFP 1.24 and Appendix O)

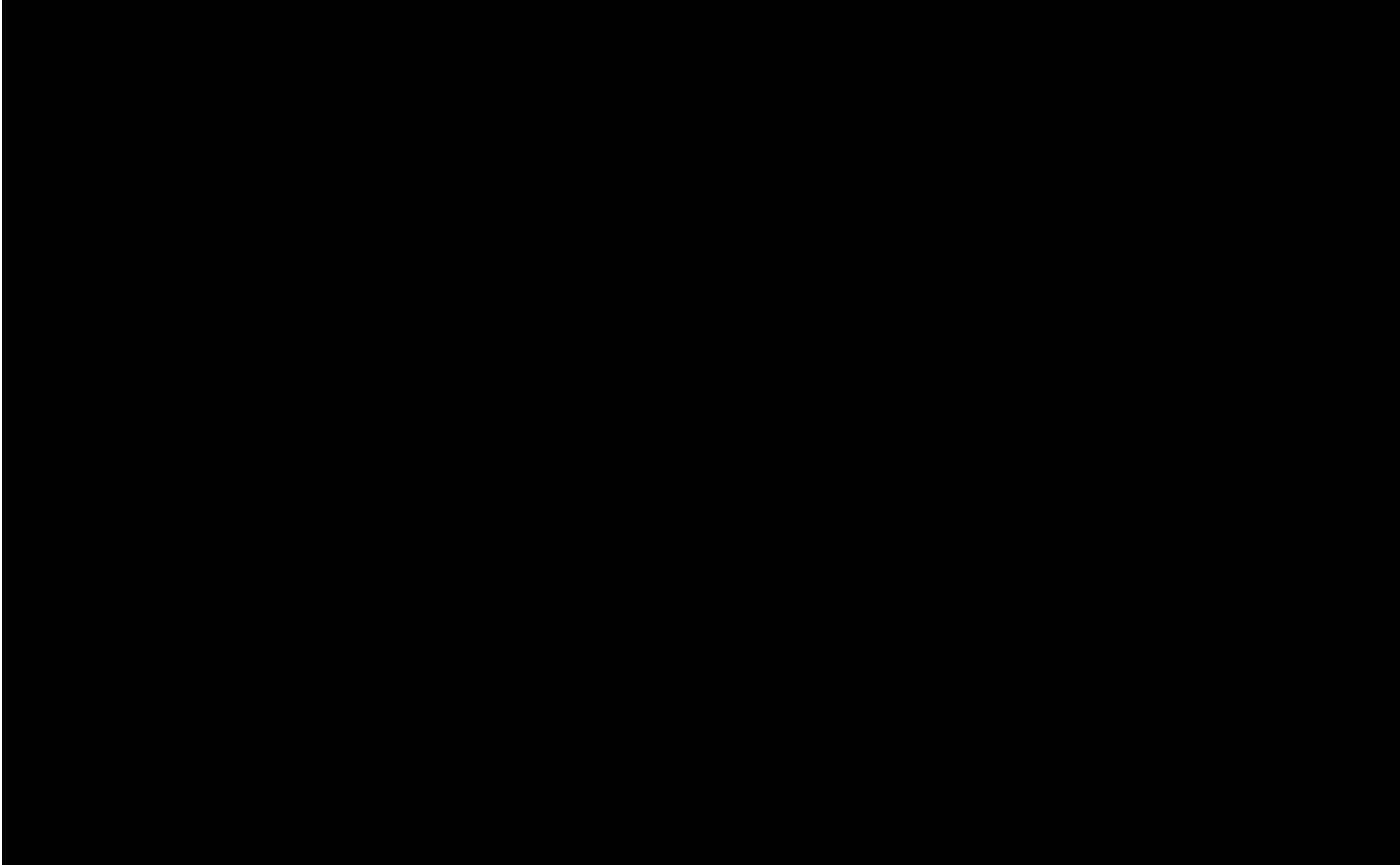
Pursuant to the mandates of RFP Section 1.24, the Bidder hereby certifies that it complies with Executive Order 177 which provides, in part, that the Bidder does not have institutional policies or practices that fail to address the harassment and discrimination of individuals on the basis of their age, race, creed, color, national origin, sex, sexual orientation, gender identity, disability, marital status, military status, or other protected status under the New York State Human Rights Law. In connection herewith, the EO 177 Certification (RFP Appendix O) required by the RFP is submitted with this Proposal, located in the Appendices section of this Volume One (1)

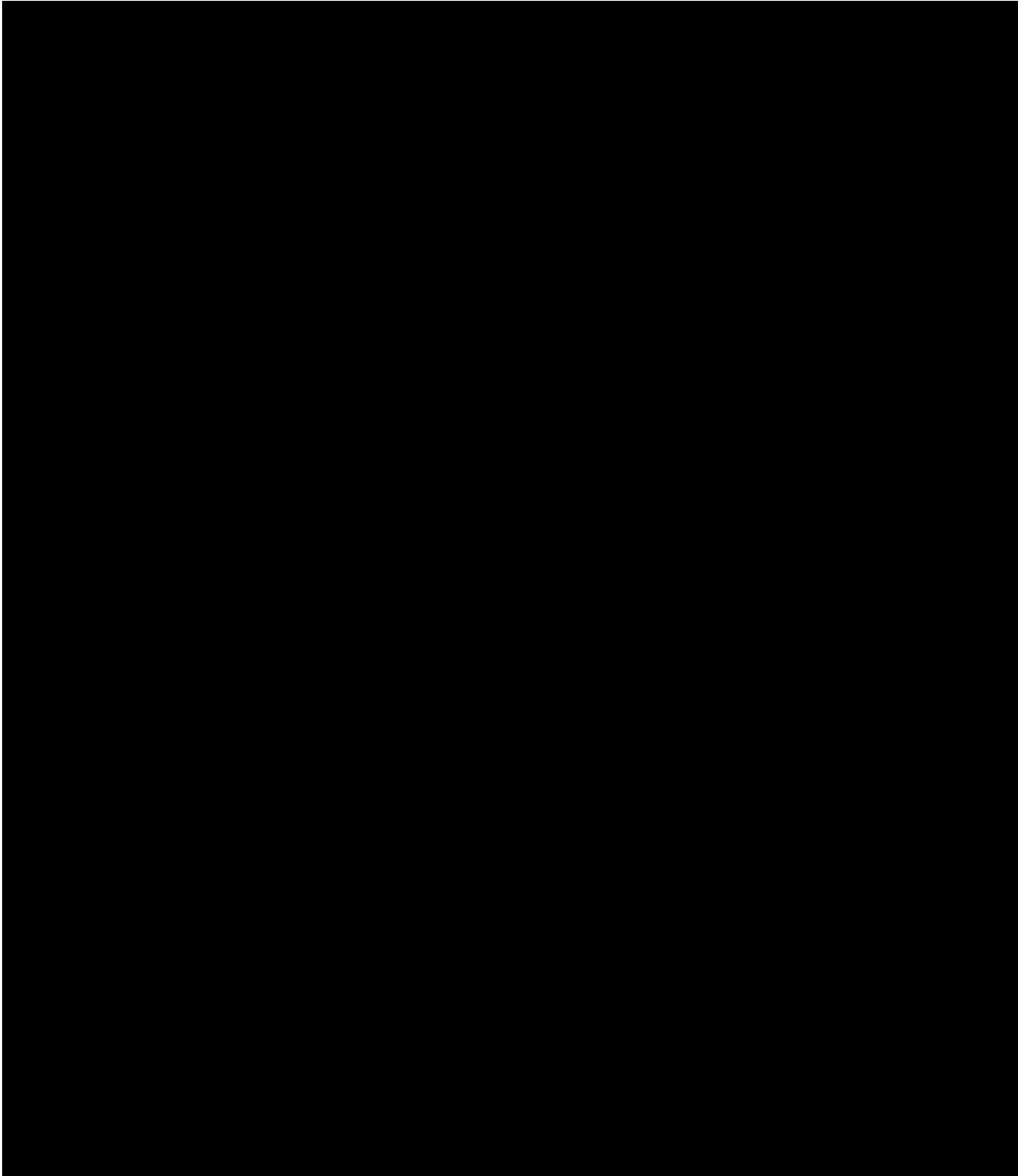
Change in Financial Condition

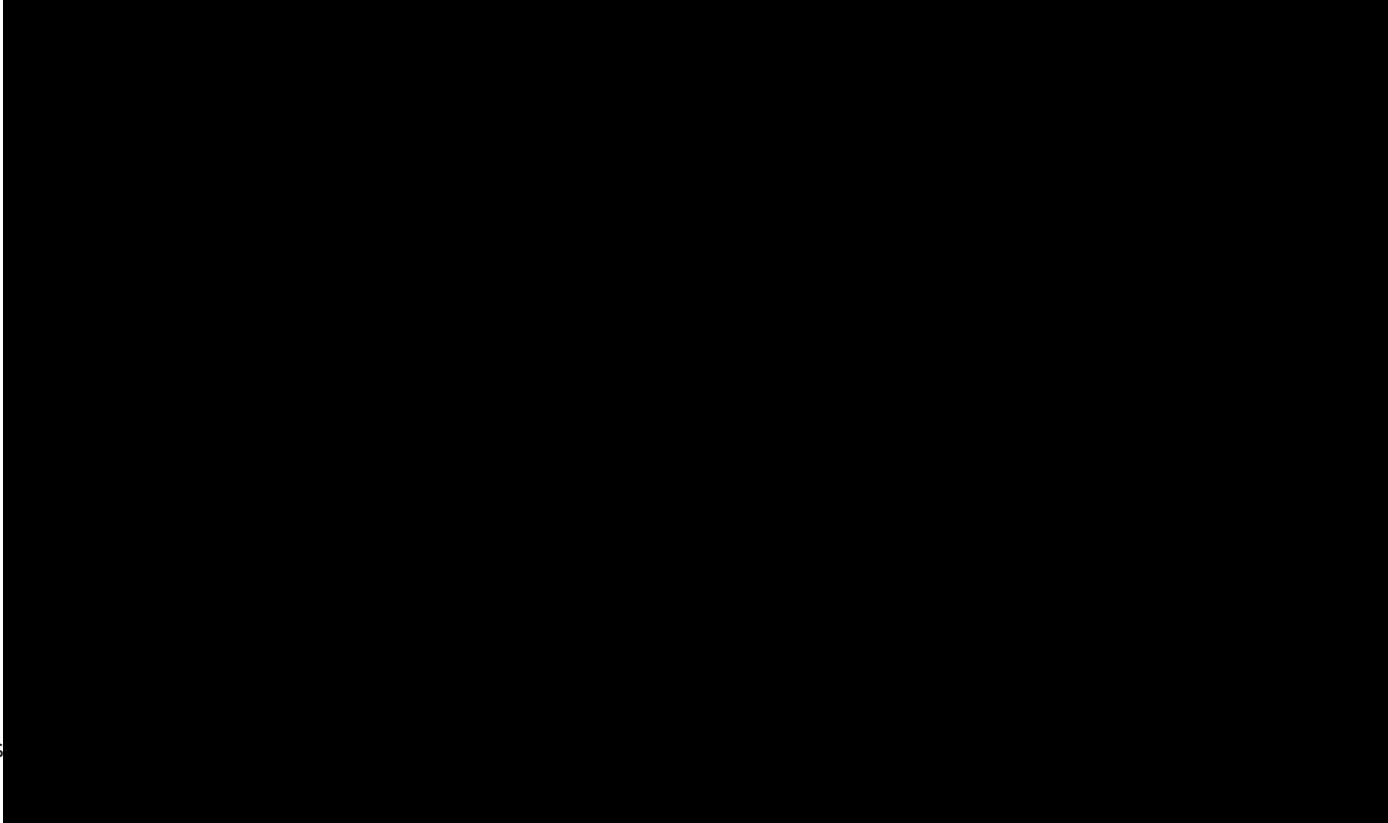
25. Change in Financial Condition (RFP 1.25)





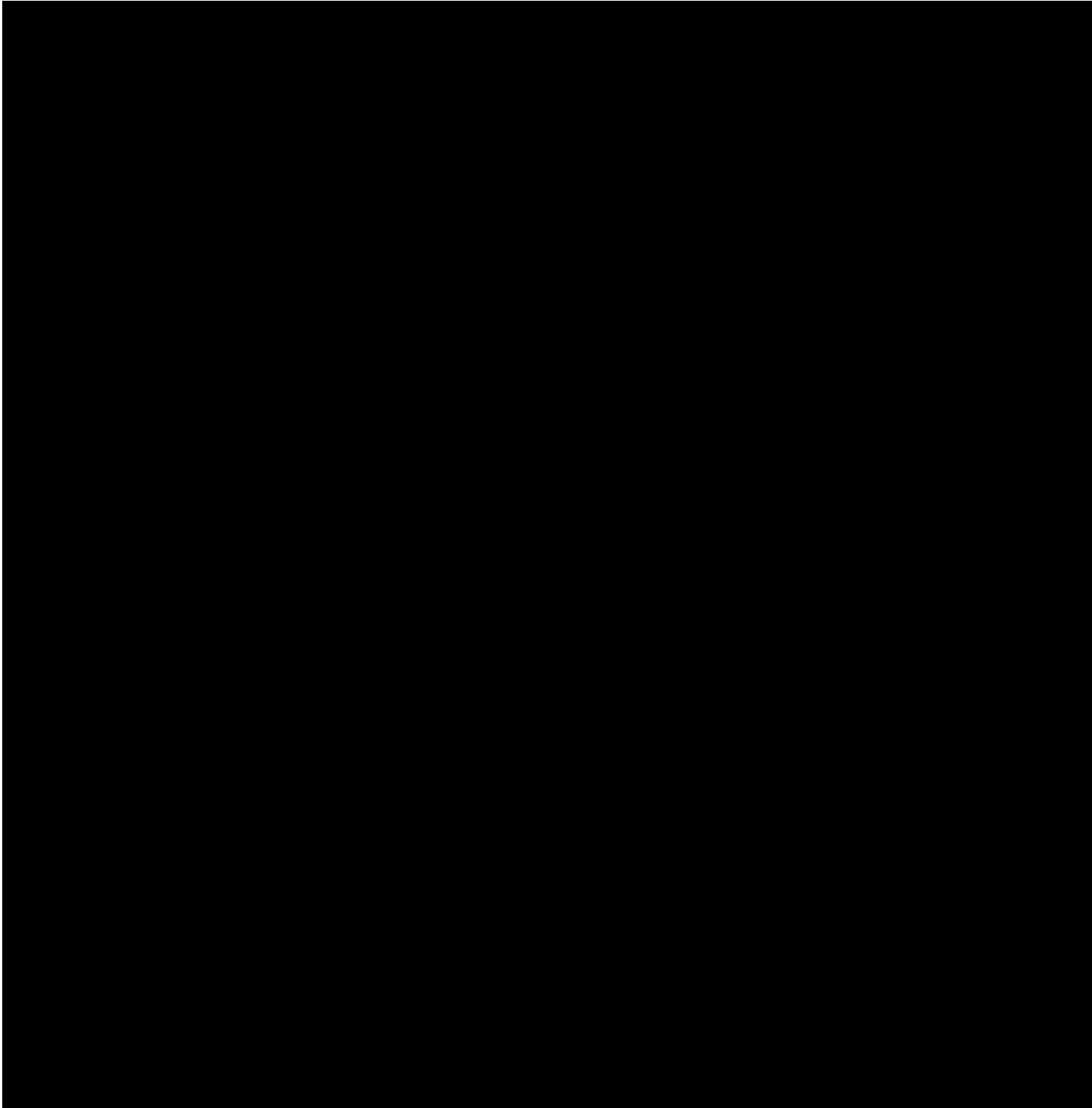


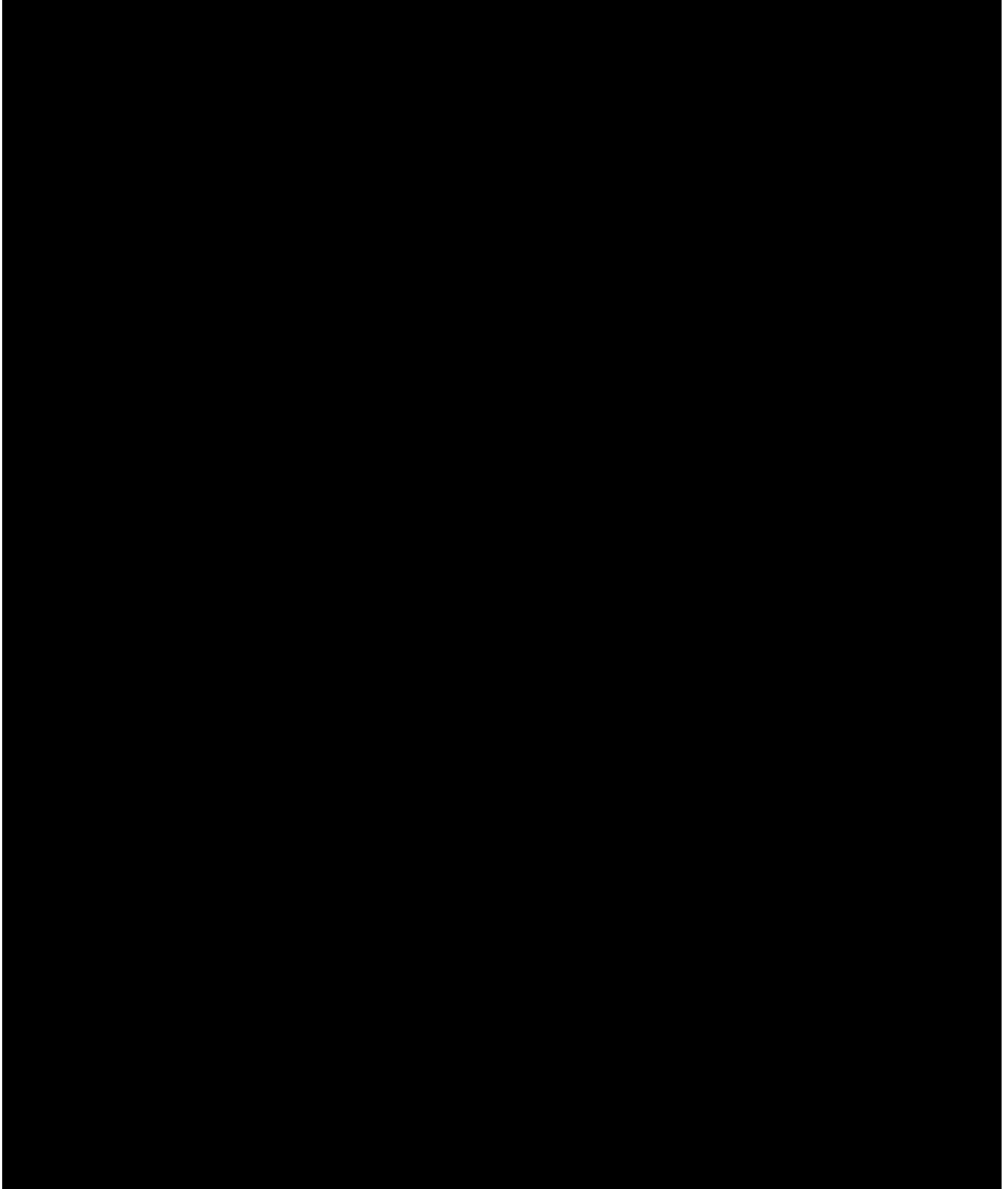


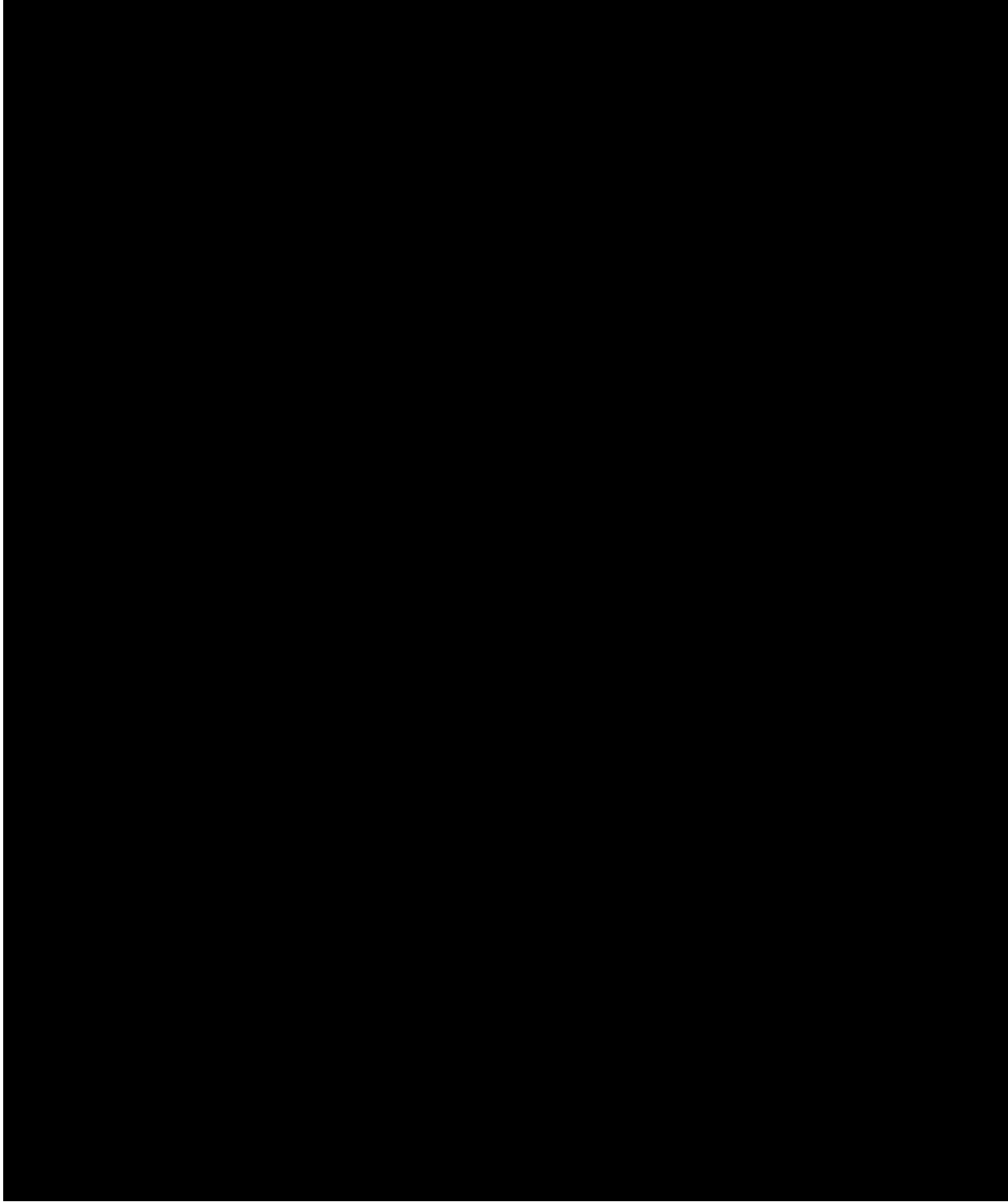


Change in Ownership

26. Change in Ownership (RFP 1.26)







Acknowledgement of Policy on News Releases

27. Acknowledgement of Policy on News Releases (RFP 1.27)

Interblock agrees to comply with the standards the Gaming Commission outlines within the RFP relating to RFP Section 1.27 by not releasing a news release pertaining to the RFP or the services to which the RFP relates to without written approval by the Gaming Commission, and then only in accordance with express written instructions from the Gaming Commission. In addition, Interblock will not release the outcome of the award under this procurement without prior approval by the Gaming Commission, and only to persons designated by the Gaming Commission.

Acknowledgement of Policy on Advertising

28. Acknowledgement of Policy on Advertising (RFP 1.28)

Interblock agrees not to use the Commission's name, logos, images, nor any data or results arising from this procurement or Contract as part of any commercial advertising without written approval by the Commission, and then only in consultation and cooperation with the Commission.

Acknowledgement of State's Reserved Authority

29. Acknowledgement of State's Reserved Authority (RFP 1.29)

Interblock has reviewed and acknowledges the requirements pertaining to the State's reserved Authority as outlined in this section of the RFP.

Acknowledgement of Governing Law

30. Acknowledgement of Governing Law (RFP 2.1)

Interblock has reviewed and acknowledges the requirements concerning the Governing Law as outlined in this section of the RFP.

Form of Contractual Agreement

31. Form of Contractual Agreement (RFP 2.2 and Appendix B-3)

The Bidder has included a signed Appendix B3 (Contract) located in the Appendices section of Volume 1 and with the Appendices of its Technical Proposal in Volume 2.

Licensing

32.Licensing (RFP 2.3)

The introduction of RFP Section 4.3 contemplates that the Bidder will complete and submit with its Proposal a Video Lottery Gaming License Application for Agent/Vendor (RFP Appendix S). The Bidder, which has been granted a Video Lottery Gaming Vendor License with an expiration date of January 2025, has taken notice of the guidance provided by Q&A Number 276 which confirmed that entities with the Bidder's licensing status may forego completing and submitting a Video Lottery Gaming License Application for Agent/Vendor (Appendix S) with their submissions to the Commission. Please refer to (i) the New York Lottery correspondence addressed to the Bidder dated June 15, 2011 which indicates that the Bidder was granted a temporary Video Lottery Gaming Vendor License (Identification Number IXX17505), and (ii) the Commission's correspondence addressed to the Bidder dated January 6, 2020 which indicates that the Bidder has been granted a Video Lottery Gaming Vendor License (with Identification Number IXX17505 remaining in effect). Copies of both letters are attached hereto.

Figure 32.1

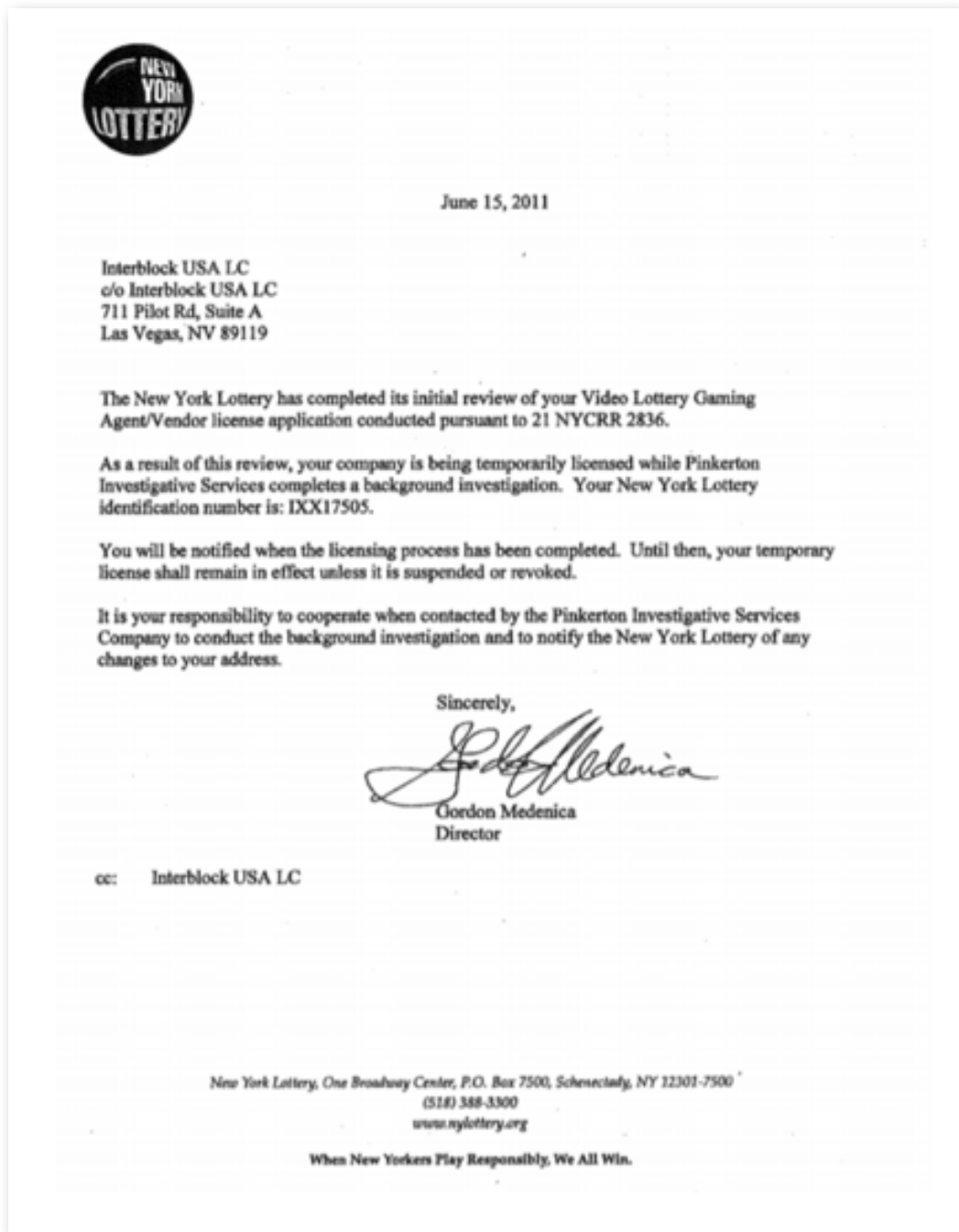
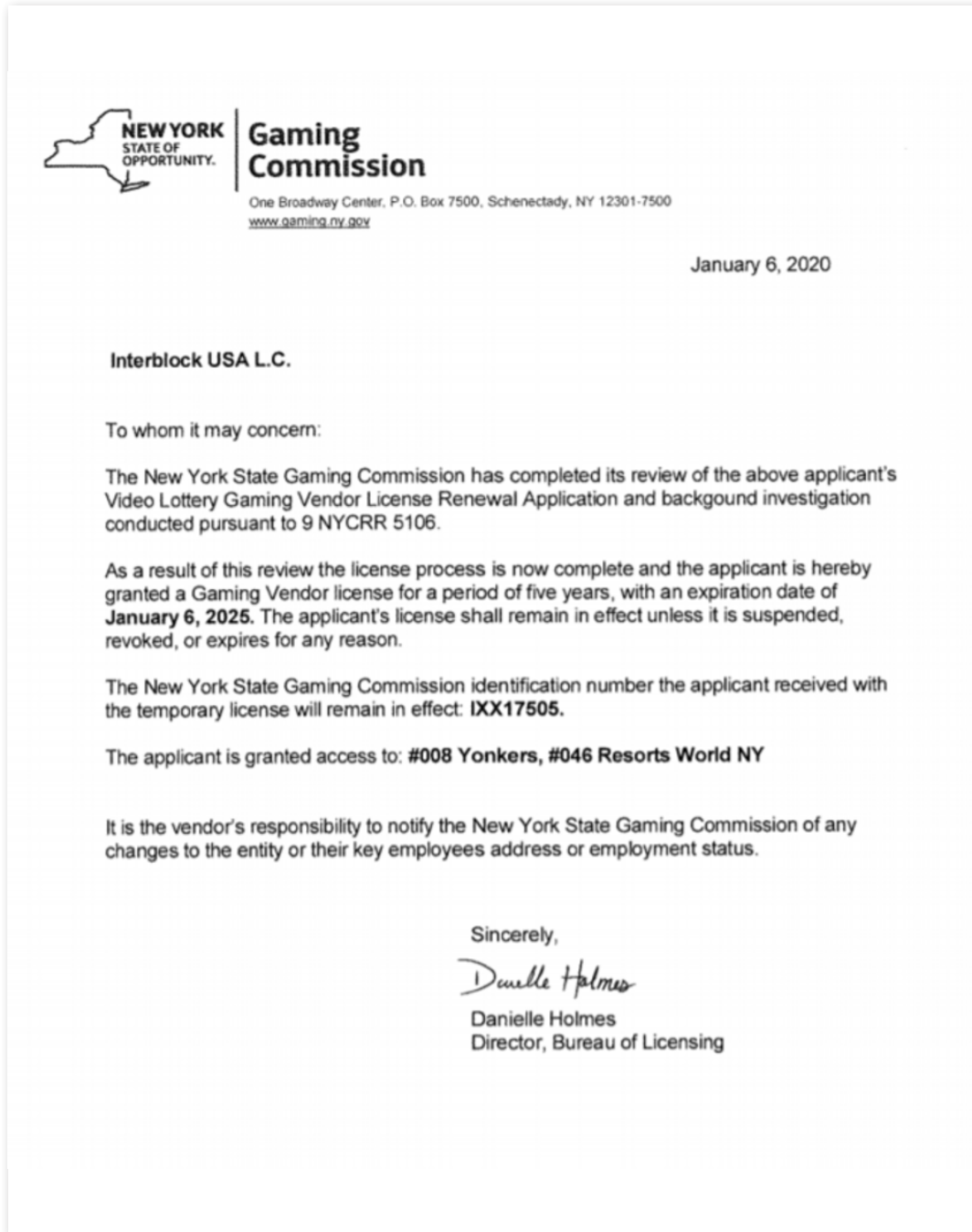


Figure 32.2



Background Investigations

33. Background Investigations (RFP 2.4)

Interblock has reviewed and acknowledges the requirements outlined in this section of the RFP.

Audit Requirements

34. Audit Requirements (RFP 2.5 A-F)

A. Interblock has been audited by an external independent certified public accounting firm from 2012 onwards. In 2014, Interblock engaged BDO, a reputable independent certified public accounting firm to perform annual audits. BDO has the capability and capacity to perform all request for audits by the Commission, since BDO is one of the “Big Five” audit companies. BDO has over 60 offices and employs over 7,300 employees in the USA alone.

If Interblock is the Successful Bidder, Interblock will continue to have our financial statement audit conducted annually by a certified public accounting firm. A certified copy of audited financial statements shall be provided to the Commission annually. In addition, Interblock is prepared to offer the Commission any and all material related to its financial statements upon their request.

B. If Interblock is the Successful Bidder, a complete internal control audit will be conducted annually by an independent certified public accounting firm. The audit will be conducted pursuant to Statement on Standards for Attestation Engagements No. 18 or any superseding standard, as issued by the American Institute of Certified Public Accountants. Interblock is aware of, and will comply with, the Commission’s right to specify the type of report and the control objectives to be examined. Interblock is also aware of, and will comply with, the Commission’s right to approve the accounting firm chosen to perform the internal control audit, and the Commission’s right to designate the annual period to be covered by the report and the date by which the report is due. If approved by the Commission, BDO has the capability and capacity to perform all requested audits.

C. If Interblock is the Successful Bidder, the Bidder will comply with the Commission’s right to request the first audit be conducted within ninety (90) days of VLTs and/or games and software installation and final acceptance of the VLTs and/or games and software by the Commission at each Video Lottery Gaming facility operating VLTs.

D. If Interblock is the Successful Bidder, the Bidder is aware that all audits mentioned in Section 2.5 shall be conducted at Bidder’s expense.

E. If Interblock is the Successful Bidder, the Bidder will comply with the Gaming Commission’s right to allow any independent certified public accounting firm designated by the Gaming Commission, and the Office of the State Comptroller, to review the work papers of the audits mentioned in Section 2.5 and obtain copies thereof, if considered necessary by the Gaming Commission.

F. If Interblock is the Successful Bidder, we will provide the Commission and any Commission designated independent certified public accounting firm a copy of all reports including any management letters issued as a result of the specified audits.

Right to Audit Successful Bidder's New York Operation System

35. Right to Audit Successful Bidder's New York Operation System (RFP Section 2.6)

If Interblock is the Successful Bidder, the Bidder will comply with the Commission's right to audit our records and operations as they relate to the services provided. Said audits may be conducted by the Commission's own auditors, an independent firm specified by the Commission, or auditors from the Office of the State Comptroller.

Contract Elements

36. Contract Elements (RFP Section 2.7)

Interblock has reviewed and acknowledges the requirements concerning the elements of a contract resulting from the RFP, as outlined in this section of the RFP.

Severability

37. Severability (RFP Section 2.8)

Interblock has reviewed and acknowledges the requirements outlined in this section of the RFP.

Term of Contract

38. Term of Contract (RFP Section 2.9)

Interblock has reviewed and acknowledges the contract term requirements outlined in this section of the RFP.

All-Inclusive

39. All-Inclusive (RFP Section 2.10)

The Bidder acknowledges and understands the mandates set forth in Section 2.10 and shall conduct itself accordingly pursuant to the contract, if awarded.

As Bidder, Interblock understands that the bid price is set to include all expenses of the Bidder's operations, materials, inventory, fees, permits, insurances and all other expenses, even if not explicitly stated in the RFP specifications, for providing services of maintenance and repairs for any licensed Video Lottery Facility which will choose Bidder's products, if awarded one of the Lot 3 Contracts contemplated by this RFP. Interblock will maintain a sufficient supply of inventory and work force for providing the highest quality of service and support to the licensed Video Lottery Facilities with our products.

Interblock is attaching signed Appendix B-3: Video Lottery Terminals, Games, Software and Maintenance Agreement, located in the Appendices section of this Volume 1.

Acknowledgement of Compensation, Invoicing and Payment

40. Acknowledgement of Compensation, Invoicing and Payment (RFP 2.11)

The Bidder acknowledges and understands the mandates set forth in Section 2.11 and shall conduct itself accordingly pursuant to the contract, if awarded.

The Bidder (bidding on Lot 3) will include the Pricing Proposal within the catalog of products that is to be found in Volume 3. The Bidder will also include available additional options within the catalog provided to the Commission in a form of amount charged in addition to the base price provided on the Pricing Proposal. Options included within the catalog will be available to all licensed Video Lottery Facilities, at their discretion, and upon the assumption of the financial responsibility of the licensed Video Lottery Facilities for the excess cost of all selected options.

Interblock acknowledges that a Successful Bidder has no guarantee that any such option will be selected by any licensed Video Lottery Facility. Interblock understands that before delivery of any product selected by a licensed Video Lottery Facility, the Successful Bidder shall obtain written affirmation from the Video Lottery Facility accepting the financial responsibility to reimburse the Commission for all costs exceeding the Average Base Compensation Rate.

Vendor Identification Number

41. Vendor Identification Number (Appendix F RFP 2.12)

Interblock acknowledges and understands the mandates of RFP Section 2.12. If Interblock is awarded a Contract it shall, upon notification of such award, submit a Substitute Form W-9 (RFP Appendix F) to obtain a New York State Vendor Identification Number. Interblock understands that the purpose of such submission is for New York State to capture a Successful Bidder's taxpayer identification number, business name, and business contact person to allow the State to establish a Vendor file in the Statewide Financial System.

Electronic Payment (ePayment) Program

42. Electronic Payment (ePayment) Program (RFP 2.13)

If Interblock is the Successful Bidder, it will enroll in the Electronic Payment program (ePayment) through the Office of the State Comptroller and submit an Electronic Payment Request.

New York State Tax Law Section 5-A

43. New York State Tax Law Section 5-A (RFP 2.14 Appendix H)

If Interblock is the Successful Bidder and awarded a Contract, it will comply with the requirements of the New York State Tax Law § 5-a, which requires persons awarded contracts valued at more than one hundred thousand (\$100,000) dollars with State agencies, public authorities, or public benefit corporations, to certify that they, their affiliates, their subcontractors, and the affiliates of their subcontractors, have a valid certificate of authority to collect New York State and local sales and compensating use taxes. Interblock is aware that all Contractors, affiliates, subcontractors, or affiliates of a subcontractor must be certified as having a valid certificate of authority if such entity has made sales delivered within New York State of more than three hundred thousand (\$300,000) dollars during the relevant period. Interblock is also aware that the Office of the State Comptroller or other responsible approver cannot approve the Contract unless Interblock is registered with the New York State Department of Taxation and Finance to collect sales and compensating use taxes.

Interblock is authorized to collect New York State and local sales and compensating use taxes. Please see the attached below Certificate of Authority.

If Interblock is the successful bidder, Interblock will complete Appendix H: Contractor Certifications – ST-220- CA and ST-220-TD which contains forms necessary to comply with New York State Tax Law § 5-a. Form ST-220-TD will also be filed directly with the New York State Department of Taxation and Finance, while Form ST-220-CA will be filed with the Commission. As a Successful Bidder, Interblock will file each Form within seven (7) calendar days of award notification.

Figure 43.1: New York State Tax Identification Number

The image shows a 'Certificate of Authority' from the New York State Department of Taxation and Finance. At the top left is the department's logo and address: 'New York State Department of Taxation and Finance, Sales Tax Registration, W A Harriman Campus, Albany NY 12227-0865'. Below this is a barcode and the company information: 'INTERBLOCK USA LLC, 1106 PALMS AIRPORT DR, LAS VEGAS NV 89119-3730'. The main body of the certificate contains the identification number '03-0449695' and the date '2/23/2021'. A 'VALIDATED' stamp is placed over the date. The company name and address are repeated at the bottom of the certificate. At the very bottom, there is a note about authorization to collect sales and use taxes under Articles 28 and 29 of the New York State Tax Law, and a warning that the certificate is nontransferable and may be revoked for fraudulent use. The document number '4020109100095' is printed at the bottom left, and '1068 - 0550835 P0000418- 01' is at the bottom center.

Insurer Qualifications and Insurance Requirements

44. Insurer Qualifications and Insurance Requirements (RFP 2.15)

Interblock acknowledges that, if selected as a Successful Bidder, it will comply with the insurer and insurance qualifications found in Appendix P of the RFP. .

The Bidder will also comply with these requirements and remain responsible under the terms of the contract.

Bond Requirements

45. Bond Requirements (RFP 2.16 and Appendix Q)

Interblock acknowledges that we are required to obtain bonds, as specified in Appendix Q. Bonds documentation is attached in Appendix Q.

In compliance therewith, Interblock has obtained and have submitted with this Proposal a Litigation Bond in the amount of two-hundred fifty thousand (\$250,000). Litigation bond will remain in effect for the period of two (2) years from the date of submission of the Proposal.

Upon notification of the Contract award, Interblock will provide the Commission a Performance Bond in the amount of one million dollars (\$1,000,000). The Performance Bond will be renewable annually, to maintain a consistent Performance Bond.

Along with this Proposal, Interblock has included a letter from RLI Surety, a qualified surety company stating that Interblock will be able to secure a Performance Bond in the amount of one million dollars (\$1,000,000).

Appendix Q and the required bond documents related thereto are located in the Appendices section of this Volume one (1).

Interblock acknowledges that it is required to obtain bonds, as specified in Appendix Q.

In compliance therewith, Interblock has obtained and submits with this Proposal a Litigation Bond in the amount of two-hundred fifty thousand (\$250,000). Litigation bond will remain in effect for the period of two (2) years from the date of submission of the Proposal.

Upon notification of the Contract award, Interblock will provide the Commission a Performance Bond in the amount of one million dollars (\$1,000,000). The Performance Bond will be renewable annually, to maintain a consistent Performance Bond.

Along with this Proposal, Interblock has included a letter from RLI Surety, a qualified surety company stating that Interblock will be able to secure a Performance Bond in the amount of one million dollars (\$1,000,000).

Appendix Q and the required bond documents related thereto are located in the Appendices section of this Volume one 1.

Figure 45.1

Bond No. CMS343713

LITIGATION BOND

KNOW ALL BY THESE PRESENTS: That we, Interblock USA L.C., as Principal (hereinafter referred to as "Principal") and the RLI Insurance Company, as Surety (hereinafter referred to as "Surety") are held and firmly bound jointly and severally unto the New York State Gaming Commission, as Obligee (hereinafter referred to as "Obligee") in the sum of Two Hundred Fifty Thousand and 00/100 Dollars (\$250,000.00) to which payment will and truly to be made, we hereby bind ourselves, our successors, and assigns, firmly by these presents.

WHEREAS, the New York State Gaming Commission issued a Request for Proposal (hereinafter referred to as "RFP") dated February 5, 2021 for New York Lottery - Video Lottery Games C202017 and in response to the RFP the Principal has submitted a proposal to the Obligee.

WHEREAS, the RFP requires the Principal to submit with its proposal a litigation bond in the amount of Two Hundred Fifty Thousand and 00/100 Dollars (\$250,000.00).

NOW, THEREFORE, the condition of this obligation is such that in the event that: (i) Principal brings any legal action against the Obligee, the State of New York, or any of their officers, employees, representatives, other contractors, or sales agents related to the award of the contract pursuant to the RFP; and (ii) the Obligee is the prevailing party at the conclusion of the litigation, then the Obligee shall have reason to file claim against this bond to recover damages due to such suit brought by the Principal.

This obligation shall remain in full force and effect for two (2) years from the bid submission date; however, the Principal may request and the Obligee may grant (but shall not be required to grant) a release of the bond after six (6) months from the bid submission date in return for a release and covenant not to sue in a form acceptable to the Obligee.

In no event shall the liability of the Surety exceed the penal sum stated herein.

IN WITNESS WHEREOF, the above parties have executed this instrument under their seals this 15th day of March, 2021.

WITNESS:

Wanda Joda

Interblock USA L.C.

BY: John Connelly, CEO

WITNESS

Donna Garcia
Donna Garcia



BY: KD Wapato, Attorney in Fact

Figure 45.2



Liquidated Damages

46. Liquidated Damages (RFP 2.17)

A. Successful Bidder Acknowledgments:

- (1) Interblock takes pride in providing its Customers with superior products and servicing those products with the utmost care, urgency, and professionalism. The Gaming Commission and all Video Lottery Gaming Facilities that have our products can count on Interblock to diligently fulfill its obligations under the Contract, if awarded.
- (2) Interblock understands that should damages be assessed to Interblock due to Interblock's failure to fulfill its obligations under the Contract, the Gaming Commission has established the value of such damages in RFP Section 2.17 since calculating the value of actual damages would be costly and difficult, or incapable or difficult to estimate.
- (3) Interblock understands and acknowledges that the liquidated damage amounts specified within the RFP are good faith efforts to quantify the damages that could be reasonably anticipated at this time and are intended to bear a reasonable proportion to the probable loss sustained by the Gaming Commission should there be failure on Interblock's part to fulfill its obligations under the Contract.
- (4) Interblock understands and acknowledges that that Gaming Commission can and will deduct liquidated damages from the compensation otherwise due to Interblock in the amount of fifteen thousand (15,000) dollars. Interblock also acknowledges that all assessments of the liquidated damages shall be within the discretion of the Gaming Commission and shall be in addition to, and not in lieu of, the right of the Gaming Commission to terminate Interblock's Contract, if awarded, or pursue other appropriate remedies, including the right to pursue in a court of competent jurisdiction a claim for actual damages arising from Interblock's failure to fulfill its obligations under the Contract.
- (5) Interblock understands and acknowledges that the Gaming Commission will submit in writing the assessment of liquidated damages for any damages provided in the RFP, and that such damages shall be paid within thirty (30) days of receipt of the assessment notice by deducting such damages from the compensation otherwise due to Interblock pursuant to the Contract. Interblock acknowledges that if payment of such damages is not made within a thirty (30) day period, the Gaming Commission may collect such damages by making a claim against the performance bond posted by Interblock pursuant to the Contract or by any other lawful method.

B. Late Installation

Interblock understands and acknowledges that the Gaming Commission will establish an installation date for the completed VLTs. It is also understood that after installation, the ETGs must be tested and approved by the Gaming Commission or its authorized representative prior to the VLTs becoming operational. It is understood that if Interblock fails to meet the installation deadline, through our own actions, the Gaming Commission may assess liquidated damages in the amount of one hundred (\$100.00) dollars per VLT for each day of delay. Interblock understands that the VLTs will be considered operational when they have been installed, tested, and accepted by the Gaming Commission and are ready to be activated by the Central System for customer play.

C. Untimely Terminal Repair

Interblock understands and acknowledges that all ETGs are to be repaired or replaced and operational within the maximum repair time of two (2) hours for any single (1) ETG. It is understood that the time will be measured from when Interblock receives a service call, to the time a repair is considered complete and the technician who completed the repair informs the Central System provider that the ETGs are repaired and ready to be activated for play.

D. Lack of VLT Preventative Maintenance.

Interblock understands and acknowledges that it is required to submit a preventative maintenance plan. The preventive maintenance plan will ensure that the Bidder regularly performs effective preventative maintenance to all products. It is also understood that should the Bidder be negligent with the preventative maintenance, that liquidated damages of fifty (50) dollars per ETG, per day, may be assessed. The Preventative Maintenance Plan in response to Section 3.7 is discussed in Volume 2 (Technical Proposal).

E. Deficient VLT Field Maintenance.

Interblock has a proven history of employing sufficient resources and inventory to meet the performance standards for ETG Field Service as specified in this RFP and within the Contract. Interblock understands that within thirty (30) calendar days after notification from the Commission that a performance standard for ETG Field Service is not being met, Interblock will need to employ additional resources to meet the standard. It is understood that if Interblock is unable to bring deficient ETG field service up to the standards specified within thirty (30) calendar days of notification, the Gaming Commission may impose a penalty in the amount of five hundred (500) dollars per day until performance is in compliance.

F. Failure to Provide Enhancements

In the event Interblock is chosen as a Successful Bidder, Interblock will agree, in writing, to a schedule for developing, testing, and implementing or installing modifications or enhancements to any existing ETG and/or to making additions to new games. The agreement will be made with the Commission on a case-by-case basis. Such request will be treated as a separate development project, and the timeline will depend on the nature of the requests.

We understand that in urgent cases (where integrity and security are in question), the timeline will be provided by the Commission and its Executive Director, and Interblock will need to adhere to it. Using the internal Product Issues process (as described in Section 2.33 M-4 Vulnerability Management - Volume 2), these events are recognized as "Urgent Compliance Issues" in business effect categorization and immediately take timeline priority. This ensures the needed development prioritization takes place and provides a resolution in the form of an immediate software or firmware patch delivered to the ITL for approval. Interblock will also update the necessary jurisdictional notes regarding the New York Lottery.

Interblock will work with the Commission's designated contact to provide a written schedule for developing, testing, and implementing or installing modifications and/or enhancements.

To ensure the response to the Commission's request for a change is provided within 15 days of issuance, Interblock will use the existing PRM (Product Roadmap) process to create a Proposal divided into three sections, once the Commission's request for a change has been issued:

- Change Request Prioritization (ETA 5 days)
 - PRM Steering Committee prioritization and resource allocation to create a proposal
- Change Request Proposal (ETA 5 - 8 days)

o Conceptualization and planning with Product Experts and R&D engineers to create a proposal, which includes:

- Estimated time of the change request development, testing and release
- Estimated ITL approval time
- Installation process
- Impact and risk assessment
- Rollback scenario

• Proposal Delivery (ETA 2 days)

o Digital or physical delivery of the written proposal with applicable attachments

Interblock acknowledges the responsibility and potential penalties, which may be incurred if the binding delivery dates are not met.

To address how Interblock plans to administer changes in games and software version control and implement games and software enhancements to any existing ETG devices, any change request received from the Commission will be divided into two phases:

1. Proposal - Creating a proposal and delivering it to the Commission within the 15-day timeline
2. Execution - Execution of the change request, as per the total timeline needed to cover the complete change request.

Proposal:

1. CHANGE REQUEST PRIORITIZATION

The Interblock organization usually undertakes the activities listed in the table below under the supervision of the Steering Committee, made up of the CEO, CTO and Product Expert Team Lead:

PRM Activity	Frequency	PRM Activity Description
Product Architecture / PRM	Every 18 months	Review key elements of PRM, functional releases, strategic investments (such as platform, language, resources)
Project Plan (Releases Cycle)	Every 6 months	Review the next 12 months of releases (up to 4 releases annually are planned, bug fix releases not included).
Product Development Status Review	Quarterly	Prioritize within PRM on key products and resources. Prioritize within products
Identified Customer Opportunities / Critical Product Issues*	Urgent, out of cycle	Only if ROI is higher than 50% or if customer status is in question. Must be a strategic customer or product. Must be able to conclude under 90 days otherwise add to product development quarterly review.
Technical Regulation Changes	As needed	Typically conducted during quarterly review. However, key risk mitigation can be accelerated if needed.

The Commission's request would be categorized as out-of-cycle Identified Customer Opportunities / Critical Product Issues or Technical Regulation Changes and would take priority, to ensure sufficient resources being allocated to create a proposal, without waiting for the next scheduled quarterly PRM prioritization.

Once the Steering Committee approves the request, a product owner would be assigned from the Product Expert Team.

2. PROPOSAL DETAILING / CHANGE REQUEST

The proposal creation phase would follow the standard steps of each development process – with modified conceptualization, as the required changes will be specified by the Commission. The process will result in a written proposal, which will specify the development needs in terms of resources, cost and time for development, testing, ITL certification and, finally, implementation. The goal of this process is to provide a realistic binding delivery date.

The steps of creating a proposal are listed below:

2.1. Conceptualization (generally not applicable in this case)

2.1.1. External conceptualization (if required, only used in case the product owner would need additional elaboration or questions and further commission information)

2.1.1.1. Compliance check

2.1.1.2. Service check

2.2. Planning (Request Validation):

2.2.1. Quality check by Product Expert team

2.2.2. R&D check with divisional leads and establish a project engineering team

2.2.3. Commercial confirmation and development effort analysis

3. PROPOSAL DELIVERY

Once created, Interblock will organize the digital or physical delivery of the Change Request Proposal, with applicable attachments to the Commission.

Interblock notes that it is not possible to estimate a general time frame of the change request execution. Time estimation varies depending upon the complexity of the request, the nature of the change (i.e., whether it is fundamental, such as a game logic change, or graphical, such as a change to the user interface) and the regression testing needed.

Each proposal will include a timeframe needed in the terms of net days, starting from the finalized agreement between the Commission and Interblock.

The proposal will include the change request installation process, impact on the production environment (for example, expected ETG downtime, installation time estimates, or rollback scenario) and specify each task of the operations process.

Below we explain the management of game changes and software version control in more detail, to ensure understanding of our internal development process and to ensure the Commission understands the product lifecycle process.

Game Changes and Software Version Control

In managing different software branches and releases, Interblock uses the distributed versioning system GIT (Gitlab) installed locally.

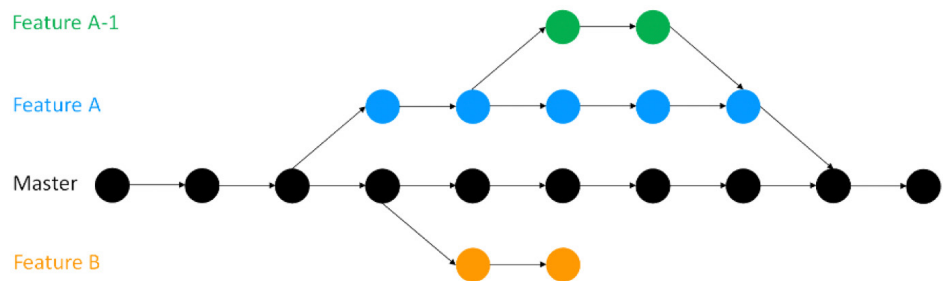
All master branches are protected branches and thus secured against any potential wrongdoing by other developers. All change commitments are properly tracked and logged by the versioning system and are also properly documented by developers in accordance with Interblock development standards. The versioning system holds all code related history, historical actions, iterations, and revisions that can be used when identifying potential issues or creating a trace back to a specific item for a requested change.

Developers either open their own branches or feature branches (any kind of game change would be considered a feature) to allow iteration and interim testing and ensure the master branch stays untouched. Each developer commitment has its own revision number. Once completed the features are merged back to a release branch.

The versioning system is integrated within the Jira system, where all steps of development are documented and logged. This provides historical data and traceability in terms of actions and assignees.

To simplify the methodology, multiple features can be worked on at the same time, and, if needed, features can span further separate branches.

Figure 46.1 – Software branching example



However, before committing anything to the final master branch and preparing any final release candidate, a code review is performed. Then we compare codes to assure consistency and regression.

Once the change requests are administered, we cannot make any changes in the live production environment. Once software is approved, certified, and deployed, each proposal for an enhancement, modification or addition includes a complete software package.

From this point, nothing can be changed, upgraded or patched without following the complete ITL approval, repeating each step and resulting in a new Proposal and Execution schedule.

In the example below, please note the version numbers are provided for example purposes and will be different on the actual proposal. However, the principles of our software version control and our process remain exactly the same:

Software Version	Modification	Package
1.0.0.0	No modification - starting software – released from a master branch includes games following the necessary required jurisdictional and RFP specified provisions	After ITL approval and certificate - includes complete 1.0.0.0 version embedded with the operating system on a Compact Flash medium
1.0.0.1	Minor change / bug fix – problem found using the Product Issues Process and needs to be addressed with a software upgrade on a separate feature (or fix) branch and merged to master branch	After ITL approval and certificate - includes complete 1.0.0.1 version embedded with the operating system on a Compact Flash medium
1.0.1.0	Medium change / functional change / enhancement – requested game change (addition or removal), pay table change, existing game modification on one or more feature branches and merged to master branch	After ITL approval and certificate - includes complete 1.0.1.0 version embedded with the operating system on a Compact Flash medium
1.1.0.0	Major change / structural change – backend logic and security changes, communication or libraries, dependencies changes, GUI structural changes on multiple feature branches	After ITL approval and certificate - includes complete 1.1.0.0 version embedded with the operating system on a Compact Flash medium
2.0.0.0	Architecture or platform change – complete fundamental revision /refactoring of the existing architecture or newly built architecture bottom-up resulting in a new master branch	After ITL approval and certificate - includes complete 2.0.0.0 version embedded with the operating system on a Compact Flash medium

The Commission’s change request would be categorized as either a Minor change or a Medium change in a majority of the cases.

Regardless of the version iteration, or the content of the modification, any change request delivered will always result in a complete software package with a software version which would replace the existing one on the floor.

Due to the embedded nature of the ETG software, no modifications, software upgrades, versioning or interacting with software will be possible once deployed, without following the complete certification process with the ITL, further detailed in Section 2.32 Production Acceptance of VLT, Games and Software Test Following Award - Volume 2).

In addition, we perform multiple check-point software version control during the pre-compliance, submission, and implementation processes, further detailed in Section 2.17 Liquidated Damages – G Unauthorized Modifications.

Execution:

Once the proposal has been approved by the Commission and terms have been agreed upon, Interblock will proceed with the execution plan shown below:

4. Change Request Delivery

4.1 Development Execution

- 4.1.1 Hardware development (if applicable)
- 4.1.2 Prototype assembly and quality control (if applicable)
- 4.1.3 Software development and internal testing
- 4.1.4 Pre-compliance testing
- 4.1.5 Release testing.

Once development of a product is completed following the SDCL process (as described in Section 2.33.L - Secure development, Configuration and Lifecycle – Volume 2) and internal and external testing has been successfully concluded, the product is ready for release and final certification by an ITL.

4.2 Product Approval, Certification (Testing and Validation, internal, with an Independent Test Laboratory or ITL and if required interop testing with Everi system conducted by ITL)

Following ITL approval, Interblock will proceed with the internal finalization process.

4.3 Finalization (Final Product Launch)

- 4.3.1 Establishing manufacturing input control (if applicable)
- 4.3.2 Product final control managing and monitoring
- 4.3.3 Preparation, editing and final establishment of technical documentation

All the listed phases (and sections within each) are described in more detail in Section 3.5 C – Game Changes – Volume 2.

G. Unauthorized Modifications

Prior to implementing new software or hardware containing modifications to previously approved software and/or hardware, Interblock submits all software and hardware to an NYL-approved ITL for testing against New York Lottery Rules and Regulations. Only upon receiving the necessary approvals from ITL and Commission will Interblock deploy the authorized software and hardware. Upon obtaining the regulatory approval letter, it is sent via email to key Interblock employees notifying them of the approval and its contents and the regulatory permission to install the product hardware or software modification on the floor.

Interblock acknowledges potential penalties and loss of any Commission-issued licenses and has implemented various processes to avoid this type of violation.

As described in section 2.33.L - Secure development, Configuration and Lifecycle – Volume 2, once development has been finalized and internal pre-compliance or jurisdictional testing completed, the software is released for final testing, and submission.

The process of implementing new or modified software goes through three (3) phases where additional checkpoints are completed, detailed below:

- a) Pre-Compliance testing
- b) Submission
- c) Installation

1. PRE-COMPLIANCE TESTING

For new software, new products, or any large scale and/or high priority or strategic projects, Interblock relies heavily on pre-compliance (jurisdictional) testing currently carried out by BMM QA Canada, an independent division of BMM Testlabs (BMMQA).

Testing is completed prior to delivering any product for final ITL approval. Pre-compliance testing includes a specific jurisdictional test plan (focused on the gap analysis from a jurisdiction compared to generic software releases) and uses release candidate software.

Interblock follows a six-phase process:

i. KICKOFF MEETING FOR PRE-COMPLIANCE TESTING

- Occurs when a submission package is ready
- The package includes:
 - Jurisdictions
 - Game design and dev. documents
 - Source code
 - Modifications (if resubmission)
 - Math & software build

ii. QA & PRE-COMPLIANCE TESTING START

- Smoke test the build
- Create test plan
- Enter test cases into BMMQA test tool
- Assign test sets to engineers
- Start testing
- Report defects
- Weekly status reports

iii. DEFECT REVIEW PROCESS

- Any defects will be added to IB JIRA
- After BMMQA verification, defects will be assigned to the appropriate IB development team
- If IB disagrees with the defect, BMMQA and IB will discuss potential resolutions.
- Defect discussions are part of Interblock's standard process.
- Defects again will be assigned to an IB development team once agreed upon.

iv. TEST PASS COMPLETED

- When BMMQA has completed its QA and pre-compliance testing, an IB QA manager is notified that the test phase is completed.
- The test phase is considered to be completed when:
 - All test cases that can be completed, have been completed. (Some may be blocked)
 - All issues have been entered into the JIRA database.

v. RESUBMISSION PROCESS

- Follows the same process as the kick-offs, with the exception that Interblock only needs to provide items that are required for testing the resubmission.
- Interblock needs to send a new software version and source code with a change list.
- Test engineers examine and confirm any noted issues have been fixed.
- JIRA is updated to reflect testing results.

vi. BMMQA & PRE-COMPLIANCE APPROVAL PROCESS

- Occurs when either of the agreed-upon exit criteria are met.
- Signifies that the software release candidate is ready to enter the compliance phase.
- BMMQA Exit Criteria:
 1. All test cases are complete and there are no outstanding defects.
 2. All test cases are complete, there is a small number of low levels defects remaining and IB has decided to go forward into the compliance phase

2. SUBMISSION

Once pre-compliance testing is successfully completed, a submission to the ITL follows, as described in Section 2.32 Production Acceptance of VLT, Games and Software Test Following Award - Volume 2.

After an approval process, a certificate is received from the ITL, our products are ready for orders, where the review process begins.

2.1. Order Review Process:

All Sales Orders for gaming devices and associated equipment/software for the United States are processed through Interblock USA.

- Sales Operations will review the order form initially made by the Sales team:
 - o Once finalized, a Jira order form number will be issued.
 - o The order will be processed on the Jira Kanban board and moved to the Compliance Queue for review.
- USA Compliance will review the order and ensure the following items are fully covered by the order form:
 - o Verification of active licensing status with the state, casino, and/or tribe.
 - o Shipping Notification requirements,
 - o Hardware approvals,
 - o Software versions for games, bill validators and ticket printers,
 - o General settings for the ETG stations and random number generators (central units).

VERIFICATION OF ACTIVE LICENSING STATUS:

All submissions for hardware and software are entered and updated in Microsoft Dynamic Navision ERP (herein "Navision"), our current manufacturing and database tool. This system covers all jurisdictions with an Interblock presence, throughout the world.

The hardware for the sales order is verified via the approved part number and/or description that was submitted to a certified testing lab (currently either GLI and/or BMM Testlabs).

Figure 46.2

Jurisdiction	ID Number	Version	Game Name	Function	Status
CALIFORNIA INDIANS	78_61_0000	78_61_0000	G5 MiniStar Roulette 04	MACHINE	APPROVED
CALIFORNIA INDIANS	78_71_0000	N/A	N/A	MACHINE	APPROVED
CALIFORNIA INDIANS	78_74_0000	N/A	N/A	MACHINE	APPROVED
CALIFORNIA INDIANS	78_77_0000	N/A	N/A	Machine	APPROVED
CALIFORNIA INDIANS	78_06_1000	78_06_1000	N/A	HARDWARE	APPROVED
CALIFORNIA INDIANS	78_51_0000	78_51_0000	G5 MINISTAR ROULETTE 06 CABINET	MACHINE	APPROVED
CALIFORNIA INDIANS	78_05_2000	78_05_2000	G5 MiniStar Roulette Play Station	MACHINE	APPROVED
CALIFORNIA INDIANS	78_05_0000	78_05_0000	G5 MiniStar Roulette	MACHINE	APPROVED
CALIFORNIA INDIANS	78_21_0000	78_21_0000	G5 MiniStar Roulette 10	MACHINE	APPROVED
CALIFORNIA INDIANS	78_21_2000	78_21_2000	G5 MiniStar Roulette Play Station	MACHINE	APPROVED
CALIFORNIA INDIANS	78_13_0000	78_13_0000	G5 MiniStar Roulette 05	MACHINE	APPROVED

Software is verified in the same manner:

Figure 46.3

Jurisdiction	ID Number	Version	Game Name	Function	Status
CALIFORNIA INDIANS	PSCAM 8GB CFA	5.43.23.2-27.442	N/A	Main PGM	APPROVED
CALIFORNIA INDIANS	PSCAM 8GB CFA	5.43.10.2-27.333	N/A	Main PGM	APPROVED
CALIFORNIA INDIANS	PSCAM 8GB CFA	5.43.8.4-27.305	N/A	MAIN PGM	APPROVED
CALIFORNIA INDIANS	PSCAM 8GB CFA	5.43.2.1-27.262	N/A	MAIN PGM	APPROVED
CALIFORNIA INDIANS	PSCAM 8GB CFA	5.104.8.0-27.267	N/A	MAIN PGM	APPROVED
CALIFORNIA INDIANS	PSCAM 8GB CFA	5.24.12.4-27.68	N/A	MAIN PGM	APPROVED
CALIFORNIA INDIANS	PSCAM 8GB CFA	5.101.1.0-27.47	G5 DIAMOND WHEEL-BIGSIX	MAIN PGM	APPROVED
CALIFORNIA INDIANS	PSCA 8GB CFA	5.17.1.1-25.16	N/A	MAIN PGM	APPROVED

- If, for any reason, a requested item is not approved, the order will be placed on Compliance Hold. Compliance will note the reasons for the hold in the Order Form, as well as in the notes section of the Jira ticket.
 - o Navision will extract the orders from Jira into a pipeline.
 - The orders on Compliance Hold will be flagged as On Hold until all approvals are received.
 - o When the order is placed on hold, Compliance will advise the Submission Team on what is required in order to place the appropriate submissions and/or transfers, if applicable.
 - Once the approvals are received, confirmed and updated in Navision, the order is released from Compliance Hold and may be scheduled for delivery.
 - o Weekly meetings are scheduled with Sales Operations, Gaming Operations, Production, Compliance and Logistics to review all pending orders and update their status.
- After the order has been reviewed by Compliance in Jira, Sales Operations will determine if Interblock d.d. or Interblock USA will manufacture, refurbish or assemble final configuration of the order. These determinations are based on urgency and current inventory in the USA warehouse.
 - o If the order is to be manufactured by Interblock d.d., the Compliance copy of the order form will be sent to the Order Processing Team there.
 - If the order is on compliance hold when sent, the process will remain the same and will not ship to the customer until the appropriate approvals are received.
 - o If the order is processed in Interblock USA, Compliance reviews every order and provides detailed instruction to Production team to assure product compliance with jurisdictional product certificate. Same check list is used for final control check at the end of production process.
- Once the production dates have been established by Production in either Slovenia or USA (note: US production refurbish or assemble only final configuration of new product per order), the dates will be added to the pipeline by Sales Operations
 - o If the order is Compliance-approved, the process will allow the Gaming Operations team to begin the scheduling process.
 - o The Scheduling Operations team will schedule the order based on the notification requirements on the order form.
 - For orders produced by Interblock d.d. for USA customers, the Interblock d.d. Logistics team will provide Interblock USA Compliance with the transportation details, serial numbers, and all pertinent information prior to the notification deadline.
 - For orders produced by Interblock USA, the Production and Logistics teams will provide Interblock USA Compliance with the transportation details, serial numbers, and all pertinent information prior to the notification deadline.

- When Interblock USA Compliance receives all of the shipping details and pertinent information for the notification, the notification will be processed on the required state, casino, and tribal form and/or notification system for all USA orders.
 - o At this time, Interblock USA Compliance will again review the software information and verify the latest approved version in case there were new releases received since the initial order form review. This ensures the latest approved software will be issued for the installation.
 - o All orders shipping from Interblock d.d for USA customers are to be shipped without software. Interblock d.d is not permitted to ship any of these units with software.
 - All software for USA customers is processed and sent to the customer by Interblock USA Compliance.
- For machines refurbished or assembled (final configuration of new products) by Interblock USA, the software is provided to production by Compliance. Depending on the jurisdictional requirements, the software is generally removed and shipped separately to the customer.
- Prior to the order being released if shipping from the USA, the QC team will request a copy of the shipping documents to ensure all serials and software information match the production paperwork. Any discrepancies, at this time, will be discussed with Compliance. If revisions to the notification are required, the documents will be updated and sent to all concerned parties. This ensures that all serials and software are accurate and reported properly to the customer.
- When all of the necessary permits and approvals are received for the shipment, the order will be officially released by Interblock USA Compliance via e-mail to all pertinent departments at Interblock d.d. and USA, announcing the order has been released for shipment. All required shipping documents are included with the e-mail.
- Once Interblock d.d. receives the approval to ship issued by Interblock USA, they are also required to verify the serial numbers and software information from the paperwork for accuracy.

3. INSTALLATION

Operation scheduling and installation (Service) tickets are created in the Microsoft Dynamic Navision ERP (herein "Navision"), with the information of the procedure (i.e. new install, upgrade, part change). When on site, operations teams only have the ability to install the shipped and verified Compact Flash media.

Once the installation is finished, the operations team will update and finalize the applicable Install Service Ticket, and add or confirm the information (version, signatures), thus ensuring the most current information is in Navision. The same process applies to the first installation, as it does for software upgrades and hardware changes / firmware upgrade, where any change could impact the overall signature verification of the software.

Interblock implemented all the steps described above to ensure the highest possible quality of services to our customers. Additionally, those steps prevent any errors and violations from occurring.

Successful Bidder
Requirements and
Procedures for
Equal Employment
and Business
Participation
Opportunities for
Minority Group
Members and New
York State Certified
Minority/Women-
Owned Businesses

47. Successful Bidder Requirements and Procedures for Equal Employment and Business Participation Opportunities for Minority Group Members and New York State Certified Minority/Women-Owned Businesses (RFP 2.18 and Appendix J)

Since its formation in 2002, Interblock has provided equality of opportunity in employment. The Bidder respects and honors individual and cultural differences and is proud of its diversity not only in hiring, but also in purchasing and other business practices. More information is in Appendix J: EEO and M/WBE Program, located in the Appendices section of this Volume 1.

Policy Statement:

All employment and purchasing decisions will be made without regard to race, creed, color, natural origin, ancestry, affectional or sexual orientation, gender, age, marital status, liability for service in the Armed Forces of the United States, disability (where reasonable accommodation may be made to allow for such disability), rehabilitated offender status or any other basis prohibited by applicable state or federal laws. The Company shall base all employment and purchasing decision on the merits, qualifications abilities and attitude of the person or vendor in accordance with all applicable laws relating to equal employment opportunity. The provisions of this Diversity Plan are subject at all times to the governing principle that the Company will make all employment and purchasing decision in a non-discriminatory manner. This Diversity Plan is not indeed to require or cause the Company to consider any factor other than the individual qualification of the person or company under consideration.

The Bidder is committed to hiring and promoting the best qualified persons. The Bidder shall provide all applicants with equal opportunity in recruitment, selection, promotion, and training.

The Bidder is committed to maintaining an equitable and competitive business environment that is mutually advantageous to the Bidder and its suppliers, vendors, and contractors. The goal is to ensure that all qualified vendors are given equal access to bid on Bidder's business. The Bidder is also committed to diversity in its procurement process, seeking and welcoming vendors with the goods, services and expertise that best match its needs from a broad and diverse pool of vendors.

The Bidder will attempt to reach the 30% goal for M/WBE participation. In preparation to hit that goal, we have reviewed the website, <https://ny.newnycontracts.com>, to identify potential vendors for the Bidder. The Bidder reached out to the phone number listed (212) 803-2414 and directed to email mwbecertification@esd.ny.gov. An email was sent March 3, 2021. The Bidder is committed to attend any pre-bid meetings scheduled by the Commission with M/WBEs.

The Bidder is prepared to submit an EEO policy statement to the Commission within seventy-two hours after the date of notice of award.

NYS Service- Disabled Veteran- Owned Businesses

48. NYS Service-Disabled Veteran-Owned Businesses (RFP 2.19, Appendix L and SDVOB Form)

The Bidder is proud to support our nation's veterans. In addition to employing veterans within Interblock, the Bidder plans to work closely with Service-Disabled Veteran Owned businesses to ensure they have opportunities for participation in the performance of the Gaming Commission's contracts. As required by RFP Appendix L, the Bidder hereby submits with its proposal a completed Form SDVOB 100, located in the Appendices section of this Volume One (1).

Responsibilities as Primary Contractor

49. Responsibilities as Primary Contractor (RFP 2.20)

The Bidder acknowledges and understands that, if awarded a Contract, it will be responsible for all contractual activities offered in the Proposal, whether performed directly or indirectly.

The Bidder acknowledges and understands that it will be the sole point of contact regarding contractual matters, including payment of all charges resulting from the Contract.

If the Bidder engages subcontractors, the Bidder accepts full responsibility for the performance and obligations of any such subcontractor.

Approval of Staffing

50. Approval of Staffing (RFP 2.21)

The Bidder acknowledges and understands that the Commission reserves the right to review and, if perceived necessary, disapprove any employee who is assigned to the Contract, either at Contract inception or during the term or any extension thereof.

The Bidder also acknowledges that all staff will obtain all necessary licenses and will be a part of Commission background checks. The Bidder understand that the Commission may reject staff based upon the results of these background checks, or if provided false or intentionally misleading information in connection with any investigation performed by the Commission as stated in section 1.18 of the RFP.

New York State Subcontractors and Suppliers

51. New York State Subcontractors and Suppliers (RFP 2.22 and Appendix I)

The Bidder is committed to take into consideration New York State businesses in the fulfillment of the requirements of the Contract. In compliance with RFP Section 2.22, the Bidder hereby submits a completed and executed RFP Appendix I: Encouraging Use of New York State Businesses in Contract Performance with this Proposal, located in the Appendices section of this Volume One (1)

Acknowledgement of Subcontract Approval

52. Acknowledgement of Subcontract Approval (RFP 2.23 A-D and Appendix M)

Bidder acknowledges that it retains ultimate responsibility for all services performed under the Contract, including services performed by subcontractors.

The Bidder has included with its response to RFP section 4.3 a list of the subcontractors it will employ in connection with this Contract, which clearly identifies and fully details the nature and extent of the subcontractors' involvement and/or proposed performance under the Contract. All subcontractors shall be required to complete the Vendor Assurance of No Conflict of Interest or Detrimental Effect Form, as contained in Appendix M, located in the Appendices section of this Volume one (1).

If the Bidder later arranges for a portion(s) of its responsibilities under the Contract to be performed by one or more qualified and responsible subcontractors, the Bidder shall obtain the Commission's written approval for its request to enter into a subcontract(s), which the Bidder understands shall not be unreasonably withheld.

The Bidder acknowledges that all subcontracts shall be in writing and shall contain provisions, which are functionally identical to, and consistent with, the provisions of the Contract including, but not limited to, the body of the Contract, Appendix A: Standard Clauses for NYS Contracts, and the RFP.

The Bidder acknowledges that if at any time during performance under the Contract total compensation to a given subcontractor exceeds or is expected to exceed one hundred thousand (100,000) dollars, that subcontractor shall be required to submit and certify an Appendix E: New York State Vendor Responsibility Questionnaire.

The Bidder acknowledges that (unless waived in writing by the Commission) all subcontracts between the Successful Bidder and subcontractors shall expressly name the State, through the Commission, as the sole intended third-party beneficiary of such subcontract.

The Bidder acknowledges that it shall give the Commission prompt notice in writing of the initiation of any legal action or suit which relates in any way to a subcontract with a subcontractor, or which may affect the performance of a Successful Bidder's duties under the Contract. Any subcontract shall not relieve a Successful Bidder in any way of any responsibility, duty and/or obligation of the Contract.

The Bidder acknowledges that the Commission reserves the right to review and approve or reject any subcontract, as well as any amendment to said subcontract(s). This right shall not make the Commission or the State a party to any subcontract, or create any right, claim, or interest in the subcontractor or proposed subcontractor.

The Bidder acknowledges that the Commission may require a Successful Bidder to replace subcontractors who are determined to be unacceptable. Subcontractors are subject to background checks of personnel and principals and may also require Bidder licensing.

The Bidder acknowledges that the Commission reserves the right, at any time during the term of the Contract, to verify that the written subcontract between a Successful Bidder and subcontractor(s) is in compliance with all the provisions of this section and any subcontract provisions contained in the Contract.

Interblock has identified 8 (eight) subcontractors for the Proposal, for details refer to 4.3.A.1.a.(5) General Information section. The Bidder is attaching completed Appendix M for all subcontractors, located in the Appendices section of this Volume 1.

At this point it is expected that 1 (one) of subcontractors (Aristocrat Technologies Inc) will exceed 100,000 USD of annual compensation, therefore Appendix E: New York State Vendor Responsibility Questionnaire (Aristocrat online submission confirmation) is attached in Appendix E section.

Acknowledgement of Delegation and/ or Assignment

53. Acknowledgement of Delegation and/or Assignment (RFP 2.24)

Interblock acknowledges and understands the information presented in RFP Section 2.24.

Successful Bidder Code of Conduct

54. Successful Bidder Code of Conduct (RFP 2.25 A-F)

A. General

The Bidder acknowledges and understands the mandates set forth in RFP Section 2.25.A and shall conduct itself accordingly pursuant to the Contract, if awarded.

Should the Bidder be awarded the Contract, it shall respect the obligation to only offer goods and services of the highest standards, as stated in the RFP.

Interblock has a rich history of providing top quality products and services and has been recognized across the globe for being one of the leading suppliers and innovators in the industry.

While the recognition and awards serve as a demonstration of the products' compliance with the highest standards in the industry, Interblock's support program ensures all customers receive the best performance and the highest profit out of every single VLT manufactured and installed at a Gaming Facility.

The details of the Bidder's support program are thoroughly described in RFP Section 3.7 VLT MAINTENANCE PROGRAM in Volume Two – Technical Proposal. Interblock sets the level of service and customer satisfaction objectives to the highest level, and achieve these objectives by conducting efficient regular maintenance and delivering the best performance of all products, including but not limited to VLTs.

Interblock is committed to the development of high-quality gaming machines with a premium appearance, offering world-class customer service that builds lifelong customer relationships. The product development team picks only the finest of materials, ensuring a long-lasting premium look and outstanding ergonomics for Interblock's products. Interblock has established internal business processes where product development is kept at a sophisticated level, using the latest components and technologies. Product development and manufacturing processes are based on ensuring the highest possible quality standards. Interblock has a dedicated quality assurance and quality control team that ensures compliance with all required internal and external standards during the whole lifecycle of every product.

Gaming Facilities worldwide know Interblock as a leading developer and supplier of luxury electronic table gaming and VLT products. Interblock's multi-player gaming devices continually set industry standards and provide the ultimate in luxury interactive entertainment experiences for players.

The Interblock brand is globally recognized for diamond-quality gaming solutions and technical support. Interblock's exclusive collection of fully and semi-automated electronic gaming tables and video gaming solutions provide Gaming Facilities, arcades and gambling halls with superior product performance and provide their guests with a one-of-a-kind and unforgettable gaming experience.

For the past 30 years Interblock has established a recognizable and reliable global brand in electronic table games, introducing products that stand out for their style, beauty, and ability to attract players. Interblock has always been committed to leading the innovation curve and has quickly evolved into the leader in electronic table gaming.

Interblock's commitment to data-driven decision-making fuels our success, as we tailor products and features to individual market demands and strive to enhance the player experience. Throughout the years, Interblock studied ETG player's profiles and preferences, which now drive the business. The profiles of the players suggest that electronic table games players play more often, play longer and are likely to spend more than other types of Gaming Facility players. Our player-popular electronic table games cover all classic and most played casino favorites, from roulette and craps to baccarat and video poker.

Interblock is constantly identifying new in-game features and functionalities to boost Gaming Facility revenues, such as opposite bet prevention, bonus features, side bets, tournament functionality and customizable promotional tools. Interblock recently introduced the next phase in VLT Gaming, the Pulse Arena, an immersive, customizable entertaining wagering experience designed to offer established players an exciting new experience while bringing the next generation of players into the casino.

Interblock has a 30-year history of providing the ultimate in luxury interactive entertainment, with first to market products and technologies that are years ahead of the competition. Cutting edge new technologies and operational best practices make Interblock the best possible partner for casinos looking to the future.

Figure 54.1: 2019 Global Gaming Award



Figure 54.2: 2013 Casino Journal Award for G5-HD MiniRoulette



Interblock acknowledges the Commission's status as a government-operated enterprise and its sensitivity as to with whom the Commission conducts business. Interblock understands the Commission's need to avoid not only impropriety but also the appearance of impropriety.

Interblock has a long tradition of a strong regulatory compliance environment. Interblock's parent company Interblock d.d. established a Compliance Committee and adopted Interblock General Gaming Compliance Review and Reporting Plan ("Compliance Plan") in 2007 which affects all companies within the Interblock Group of companies (the "Group"), including the Bidder. Interblock d.d. created the Committee to exercise its best efforts to identify and evaluate situations arising in the course of the Group's business, wherever conducted, that may adversely affect its objectives or those of gaming control and thereby cause concern to any Gaming Authority.

The Interblock Group of companies is licensed in 169 jurisdictions all over the world and holds 215 different licenses, whereas the Bidder on its own is licensed in 146 jurisdictions. This includes highly regulated US jurisdictions such as Nevada, Mississippi, New Jersey, Pennsylvania, Massachusetts, Michigan, and New York (where Interblock also holds all necessary licenses).

Interblock's parent company Interblock d.d. implemented a quality management system in accordance with ISO 9001 in 2007. The system is maintained and updated regularly, and internal and external audits are performed annually. All Interblock d.d. subsidiaries, including the Bidder, have implemented the rules, norms, and procedures of the quality management system, as Interblock strives to maintain and mature its global process unification, which is then adjusted to regional or local market and cultural needs.

Key benefits of the implemented quality management system are:

- Ability to consistently provide products and services that meet customers' needs and applicable statutory and regulatory requirements.
- Facilitating opportunities to enhance customer satisfaction.
- Addressing risks and opportunities associated with business environments and company objectives.
- The ability to demonstrate conformity with regulations and internal policies and procedures.
- The process approach enables us to plan our processes and interactions with external participants.

Risk-based thinking enables Interblock to identify factors that could cause its processes, services, and products to deviate from the planned results, and to put in place preventive controls to minimize negative effects.

Consistently meeting requirements and addressing future needs and expectations poses a challenge for Interblock in increasingly dynamic and complex environments. Therefore, Interblock has adopted various forms of continuous improvement.

Interblock adheres to quality management principles including:

1. Customer focus
2. Product quality
3. Legislative and regulatory compliance
4. Leadership
5. Engagement of people
6. Process approach
7. Continued improvements
8. Data-based decision making
9. Relationship management

The Bidder confirms that it will:

- Offer goods and services only of the highest standards.
- Use their best efforts to prevent themselves and their industry from becoming embroiled in unfavorable publicity.
- Make sales presentations in a responsible manner, and when it is necessary to point out the superiority of their goods or services over those of their competitors, to do so in such a manner as to avoid unfavorable publicity for the industry.
- Avoid promotional activities that could be interpreted as improper and result in embarrassment to the industry.
- Report security problems or potential security problems promptly to the Commission; and
- Not offer or give any gift, gratuity, favor, entertainment, loan, or any other thing of material monetary value to any Commission employee.

Further clarifications for points B through F are provided in following subsections.

B. Publicity

The Bidder (Interblock) ensures it will use its best efforts to prevent themselves and the gaming industry from becoming embroiled in unfavorable publicity.

To ensure the Group adheres to relevant legislation in all jurisdictions where the Group is licensed, Interblock adopted various regulatory compliance policies and protocols, which are maintained by the Regulatory Compliance and Legal departments. All employees are made aware of such policies and protocols at the commencement of their employment when they undertake regulatory compliance training.

Interblock diligently carries out all the training and education required by applicable law. As a rule, this includes training in the fields of occupational safety and health and standards of business compliance. In the Employee Handbook, received by all new employees as they begin their employment, Interblock has included various articles intended to educate them on proper conduct and behavior and to make sure they represent Interblock, Interblock Group and the gaming industry in a good light.

Interblock has identified and understands the needs of interested parties such as regulatory gaming agencies, customers, suppliers of material and services, financial and other government bodies, development partners, banks and investors, competitors, media, and others. Due to their effect or potential effects on Interblock's ability to consistently provide products and services under applicable statutory and regulatory requirements, Interblock has established processes and systems for tracking requirements and fulfilling these needs and expectations.

The management and all employees focus on meeting customer requirements effectively and on continuously increasing customer satisfaction. To this end, we have defined processes that capture and validate customer needs and requirements, including the legal requirements that the company must meet. More complex customer requirements and legislation are reviewed by defined teams that address the risks and opportunities that a business must manage to meet customer expectations.

As a private company, Interblock has significantly less public communication than publicly traded gaming entities and therefore, significantly less risk of anything being improperly communicated. Nevertheless, Interblock has established an approval process for external communications. All external communications, on both a national and a global basis, go through extensive controls and approvals. The first step is internal control on a VP level, the second step is a review by Executive Committee members and the last step is the CEO review of the documents. In the case of live press interviews or conferences, only the CEO has the authority to represent Interblock.

Interblock follows these internal guidelines to avoid the possibility of negative or inaccurate news coverage:

- Assess where there is the potential for negative coverage within the business and how to resolve issues before they become a problem.
- Invest in the best products and technology and keep as up to date as possible to avoid potential cyber-attacks.
- Give the necessary staff the authority and tools to deal with minor complaints and issues before they have the chance to escalate.
- Be careful in addressing controversial topics.
- Keep employees informed to prevent speculation and to keep employees, customers, and suppliers up to date.
- If something goes wrong, do not blame other companies or other parties, even if what happened is not the direct fault of Interblock. Review internal processes and make necessary improvements.

C. Sales Presentations

The Bidder acknowledges and understands the importance of making sales presentations in a responsible manner. When it is necessary to point out the superiority of Interblock's goods or services over those of the competitors, it is done in such a manner as to avoid unfavorable publicity for the industry.

In the beginning stages of preparing for sales presentations, it is imperative that team members understand the purpose and goals of the presentation. Interblock takes pride in communicating our more than 30-year journey of inventing and manufacturing electronic table games and how we have become the global leader in this sector of the industry. Our story defines who we are, and we are proud to share this piece of history with our customers, most importantly because, without our customers, we would not be where we are today.

Once the goals of the sales presentation are accurately defined, in partnership with the sales, marketing, gaming operations, and product management, the marketing team can begin crafting meaningful messages designed to thoroughly communicate Interblock's product advantages and how we measure against the competition.

We believe the ETG segment of gaming must remain competitive in order for this product segment to remain top of mind. With the many forms of gaming that have emerged over the past five years, Interblock must constantly innovate to offer the best possible revenue generating solutions.

Competition promotes innovation in the marketplace and creates demand, especially when different companies compete for the same floor space. At Interblock, our culture is a collaborative and forward-thinking one; we always seek to explore, research and develop new ways to bring ETGs to the market, in ways that will benefit our customers while providing entertaining gambling experiences for players. Interblock continuously innovates, but never imitates.

From a process standpoint, once goals of the presentation are accurately defined, our technical documentation department and marketing department prepare the product-related content for the other teams. Each department is responsible for providing descriptions of particular subjects.

All documents are reviewed and approved by subject matter experts before they are issued. Information given in sales presentations is based on factual evidence and can always be validated. We do not make unfavorable references to our competitors.

In reference to section 2.25,C – Successful Bidder Code of Conduct, Interblock acknowledges and understands the importance of making sales presentations in a responsible manner, and when it is necessary to point out the superiority of our goods or services over those of our competitors, it is done in such a manner as to avoid unfavorable publicity for the industry.

D. Promotional Activities

The Bidder's voluntarily established Compliance Committee, designed to enhance the likelihood that no activities of the Company or any Affiliate would impugn the reputation and integrity of the gaming industry in general and that of the specific jurisdictions in which the Company or any Affiliate conducts Gaming Activities, sets clear standards for ethical codes of conduct surrounding promotional activities.

Such compliance and ethical practices the Bidder holds itself accountable to are a large reason why Interblock has been successful in its endeavors of obtaining licenses in 169 jurisdictions, whereas the Bidder on its own is licensed in 146 jurisdictions.

Our ability to track and record promotional activity best practices within various markets benefit the Gaming Facility by utilizing such information to execute ethical promotions for its patrons.

In relation to this RFP, The Bidder commits to marketing codes of ethics by conducting promotional affairs with integrity and with the Gaming Facility's and consumer's well-being in mind.

The Bidder's promotional activities involving customers are strictly limited to marketing the Company's products and services. Following Interblock's General Gaming Compliance Review and Reporting Plan, which regulates promotional activities, all plans for promotional activities are verified and approved by the CEO.

All Bidder's agreements that include allocations for promotional activities contain appropriate legal and FCPA provisions. Such agreements also include provisions for the customer to provide documentation to the Company regarding money provided by the Company and audit rights which allow the Company to properly account for money provided by the Company. All amendments of existing lease agreements include provisions that conform to these requirements.

While it is widely accepted that corporate social responsibility acts as a tool for brand differentiation in saturated markets, Interblock and its partner gambling operators wish to use social media as an effective platform for promoting responsible gambling strategies to enable genuine informed choice regarding customer gambling.

We acknowledge that gambling promotional marketing via incentives or offers is regulated by a range of codes and practices to discourage irresponsible and/or harmful gambling behavior. As stated, Interblock and its partners will take all possible measures to ensure successful promotional marketing. Any promotional efforts will be clear and transparent regarding the nature and process of the offer.

With Gaming Facilities, Interblock will discuss ways by which to promote its products and will do so in accordance with Gaming Facilities' standard operating procedures and promotional code of conduct.

Promotional activities play a significant role in the adoption of attitudes and societal norms, which have been shown to have a direct impact on behavioral intentions, ultimately leading to behavioral execution. While there is concern that marketing through different communication and media channels will lead to an overall increase in gambling participation and potential gambling-related harm, the increased consumer to operator and indeed, consumer to consumer interaction, create further opportunities to promote responsible gambling messages and behavior.

The Bidder, in partnership with Gaming Facilities, will discuss ways in which promotional activities are needed, and The Bidder will ensure that such activities are done also in accordance with their standard operating procedures and promotional code of conduct.

In accordance with Section 2.25 Successful Bidder Code of Conduct, Subsection D, the Bidder confirms that it will avoid promotional ventures that could be interpreted as improper or unprofessional to the industry at large.

E. Security Issues

Interblock will report any potential or confirmed security problems to the Commission. If the issue is identified as an Urgent Compliance Issue, a Product Compliance Notice ("PCN") will be sent to the Commission and affected properties. A description of the issue including software version and if applicable, steps to mitigate the issue if applicable.

Interblock will follow internal procedure regarding jurisdiction and customer notification in regard to potential concerns with current approved software. In addition, the procedure will be updated to include the designated NYL contacts to the list of notification recipients.

Product Compliance Notices ("PCNs") are used to notify various regulators of significant or major incidents affecting the quality and functionality of gaming machines produced by Interblock. The Global Technical Compliance Manager prepares a PCN in the following circumstances:

- Mandatory shut down by gaming regulator.
- Mandatory change in component/upgrade due to bug fixes.
- Shut down of product for investigation and the investigation reveals an issue with the current software that has to be fixed in a new version of the software.
- Any discovered or suspected plan, scheme, design, device, or other methods of cheating that may compromise the integrity of any gaming device.
- ITL revocation of approved gaming devices or any discovered malfunction issue(s) with gaming devices.
- Any actions which constitute a violation of the technical standards in any jurisdiction.
- Any known or suspected regulatory investigation which involves an allegation or suspicion of a defect or malfunction.

Potential issues may be identified in the following:

- Independent Test Lab (ITL) testing
- Field Operation of Approved Software
- Internal Testing

Once the potential issue is identified, the appropriate Interblock department will log a ticket. The ticket is assigned the designation »PI« (Product Issues) and is created in a bug tracking system (JIRA).

If the potential issue is identified on approved software installed at a property, a Level 2 Interblock Service Technician will log a ticket. A data pull will be performed from the affected machine. The data will contain information on how the machine is configured and logs of events that occurred.

If the potential issue is identified by an ITL, Interblock Compliance will review the ITL's findings and log a ticket. An ITL may find a potential issue on either previously approved software or newly submitted software.

If the potential issue is identified internally, Interblock R&D will log a ticket.

The ticket will provide information on the potential issue, including:

- Detailed Description
- Location and Identification of Player Terminal / Generator
- Platform and Software Version

- Game(s) Being Played
- Configuration Data Files and Log Files
- Pictures / Videos

After the ticket is logged and fully detailed, Interblock Q&A will review the ticket. The ticket will be classified as one of the following:

- Urgent Compliance Issue
- Urgent Customer Issue
- Regular Compliance Issue
- Regular Customer Issue

If the potential security problem is confirmed, this will trigger a need to create a new software version and a full 7-step submission process as detailed in the response to section 2.32 Production acceptance of VLT, games and software test following award.

- RDRQ Submission Request
- Jira CSR management
- Microsoft Dynamic Navision ERP document preparation
- Submission package preparation
- Pre-submission phase
- Submission phase
- Post-submission phase

All jurisdictions where the same machine/software is installed are notified. Standard upgrade, planning or deployment planning will be performed as detailed in section 2.17 Liquidated damages F. Failure to Provide Enhancements

F. Gift Policy

The Bidder acknowledges that the Bidder's obligation pursuant to Section 2.25.F is a continuing obligation. Bidder further acknowledges that it will not offer or give any gift, gratuity, favor, entertainment, loan, or any other thing of material monetary value to any Gaming Commission employee.

Interblock has voluntarily established a Compliance Committee and adopted a General Gaming Compliance Review and Reporting Plan ("Compliance Plan") to oversee procedures to enhance the likelihood that no none of its activities would impugn the reputation and integrity of the gaming industry anywhere that Interblock does business. The Compliance Plan is regularly updated with the approval of the Nevada Gaming Control Board.

The Compliance Plan specifically addresses Compliance and Ethical Practices. It mandates that Interblock and its representatives must deal professionally and impartially with all government officials and employees. With the exception of charitable donations, no funds or assets of the Bidder shall be paid, loaned, given, or otherwise transferred, directly or indirectly, to any government official or employee, or to any entity in which the official or employee is known to have an interest. Any charitable donations must be approved by the Bidder's CEO. Interblock has also adopted policies and procedures to ensure conformity with the highest standards of conduct and the provisions of the Foreign Corrupt Practices Act (FCPA).

Our Human Resources Department along with our Regulatory Compliance Department handle the onboarding process for all new employees. As part of the onboarding process, each new employee is presented with the Interblock Employee Handbook ("Employee Handbook") and has to undertake Regulatory Compliance training, whereby each new employee must carefully study all relevant policies that Interblock has adopted. Every new employee must acknowledge that they have read, understood, and will follow the guidelines and policies set forth in the Employee Handbook, and any amendments to the Employee Handbook along with all other Interblock policies and procedures.

Following Compliance Plan guidelines, Interblock adopted its Conflict of Interest and Gifts Policy, which is included in its Regulatory Compliance training, to specifically address the subject of gift prohibition. It is stated in that policy: "Employees must never accept from or give gifts to any person or business enterprise in jurisdiction where this is strictly prohibited per local legislation (i.e. New York)."

Article 1.8, Paragraph 2, of the Employee Handbook states the following:

"Accepting, without the advance approval of the CEO, entertainment, gifts, transportation or any other favor or gratuity of more than \$25.00 in value from any current or would-be supplier, vendor, and competitor of Interblock, or any individual or enterprise having or seeking a business relationship with Interblock."

Game Playing and Prize Payment Restrictions

55. Game Playing and Prize Payment Restrictions (RFP 2.26)

The Bidder acknowledges and understands the mandates set forth in Section 2.26 and shall conduct itself accordingly pursuant to the restriction, if awarded. Specifically, it is understood that no officer or employee of the Bidder or employee of a subcontractor who is directly involved in game development, has access to game terminals, components that could impact game terminal performance or sensitive information regarding game terminals or software, nor anyone residing in the household of such officer or employee shall participate in the purchase of the video lottery games of the New York Lottery or be paid a prize in any video lottery game.

The Bidder has adopted the Gambling Restriction Policy and fully abides by the requirements of section 2.26. Through its Regulatory Compliance training, the Bidder will ensure that this requirement and any pertinent Commission or other Gaming Authority rules or regulations regarding this subject matter is made known to each officer and employee of the Bidder and of any subcontractor.

The Bidder performs Regulatory Compliance training as part of the Company's onboarding process. All new/promoted employees must complete the required training at commencement of their employment and periodic renewal training should be performed every 18 months.

Every employee must carefully study required material and then sign-off that they have read, understood, and will abide by those policies.

Employees of the Bidder are made aware that in their position they are subjected to certain restrictions. One of those is the prohibition against gambling or playing at any gaming devices produced by the Bidder and the prohibition against gambling in casinos in certain jurisdictions, as required per local gambling legislation. This is outlined in the Bidder's Gambling Restriction Policy, which every employee of the Bidder and subcontractor as described in the first paragraph of this Section must read and acknowledge as part of their Regulatory Compliance training.

Management of Software Documentation

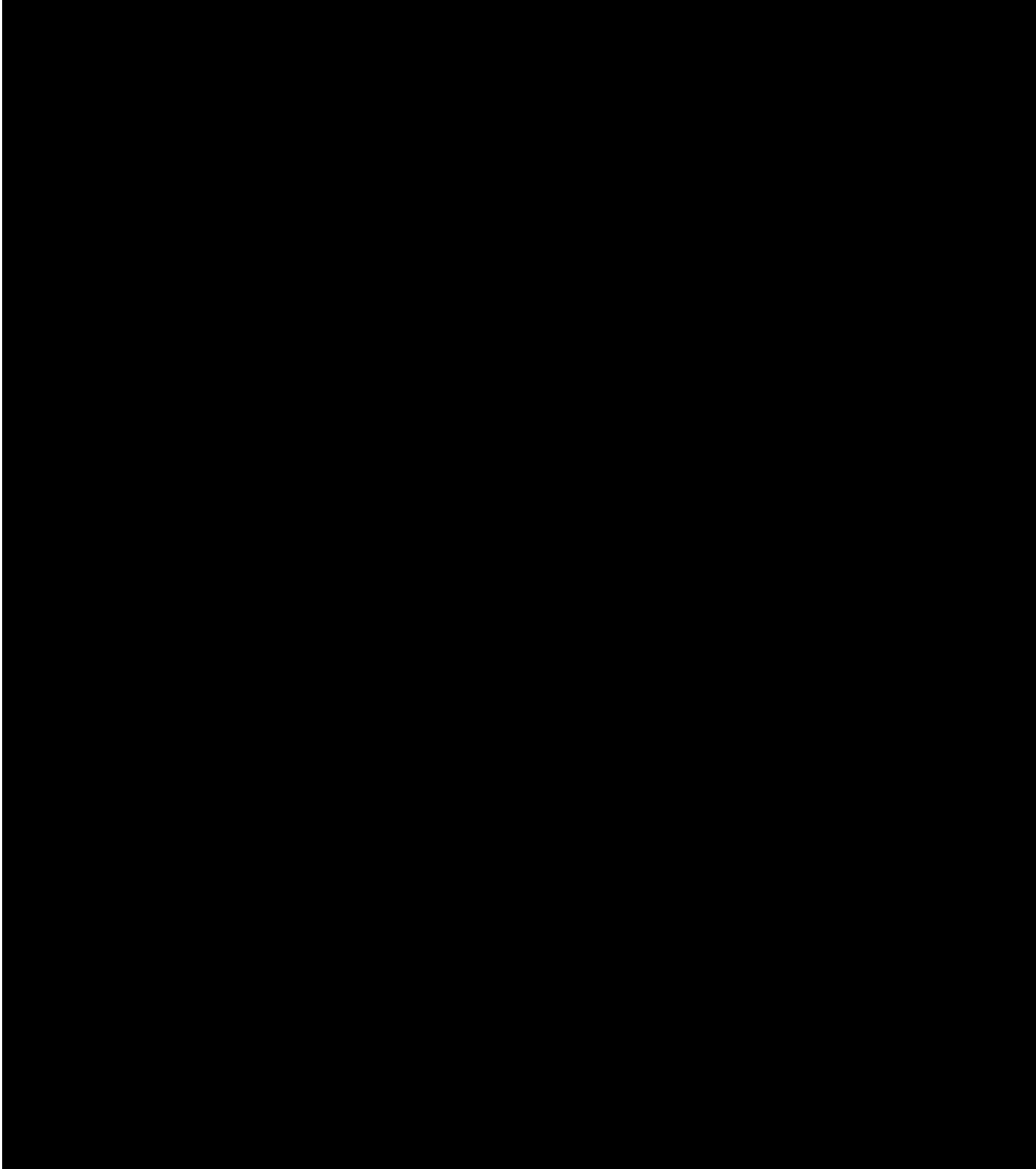
56. Management of Software Documentation (RFP 2.27)

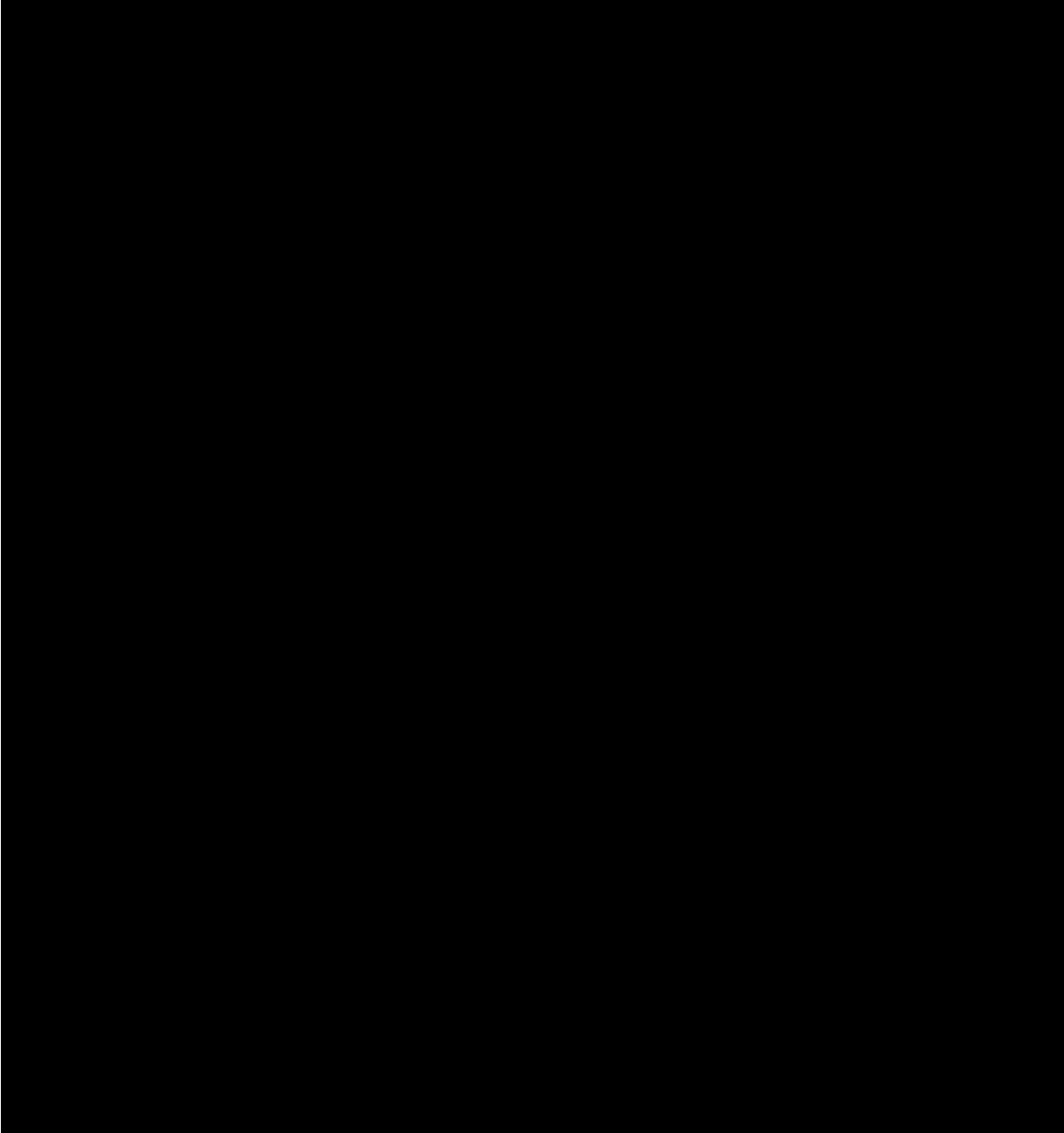
Interblock confirms that for all offered products and/or before any VLT goes in production, a complete listing will be delivered to an escrow account with a legend of each specific software source and executable, with all needed documentation as specified in the section 2.27:

1. Software source programs
 - a. We will deliver source code and compiled code either in physical form (DVD) or via secure transfer (SFTP)
2. Operations and User Manual, Installation & Maintenance Manual, other service manuals
 - a. We will deliver the requested documentation either in physical form (DVD) or via secure transfer (SFTP)
3. Written procedures with the program object code of all software
 - a. Our software executable is delivered with embedded operating system as a single executable on a signed medium. Due to the monolithic structure of the executable, there are no further modules or libraries which are not included in the source code covered in the first point.
4. All software executed on the equipment pertaining to the contracted VLTs, games and software
 - a. As mentioned above, our software executable is delivered with an embedded operating system as a single executable on a signed medium and includes all software executed on the contracted equipment.

Licensed Intellectual Property

57. Licensed Intellectual Property (RFP 2.28)





Commission Physical Security Requirements

58. Commission Physical Security Requirements (RFP 2.29)

The Bidder acknowledges and understands the mandates set forth in Section 2.29 and shall conduct itself accordingly pursuant to the Contract, if awarded.

Bidder's employees, officers, agents, and subcontractors will comply with all present and future security policies of the Commission. In addition, the Bidder will also ensure that its subcontractors, project managers, employees, officers and agents, and all persons involved in projects and work assignments under the Contract will be fully licensed and will obtain a security clearance by the Commission prior to access to any Commission.

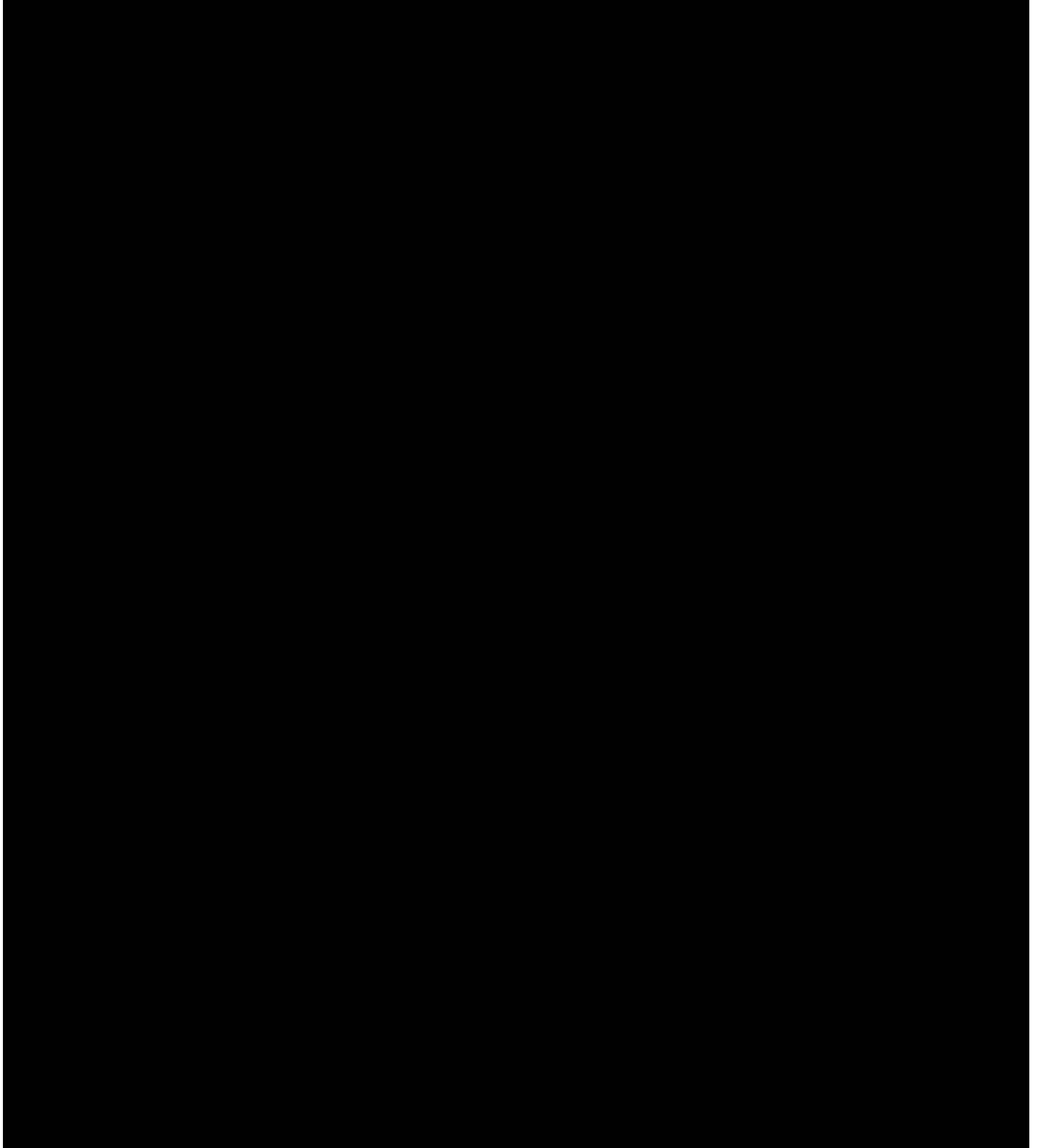
Bidder will ensure that anyone seeking access to a Commission site will provide their name, address, date of birth, company affiliation, and a company point of contact for employment verification, at least one (1) week prior to any site visit. Bidder will provide also any other information requested by the Commission personnel. Bidder fully understands licensing/obtaining security clearance needs to be successfully completed prior to any site visit.

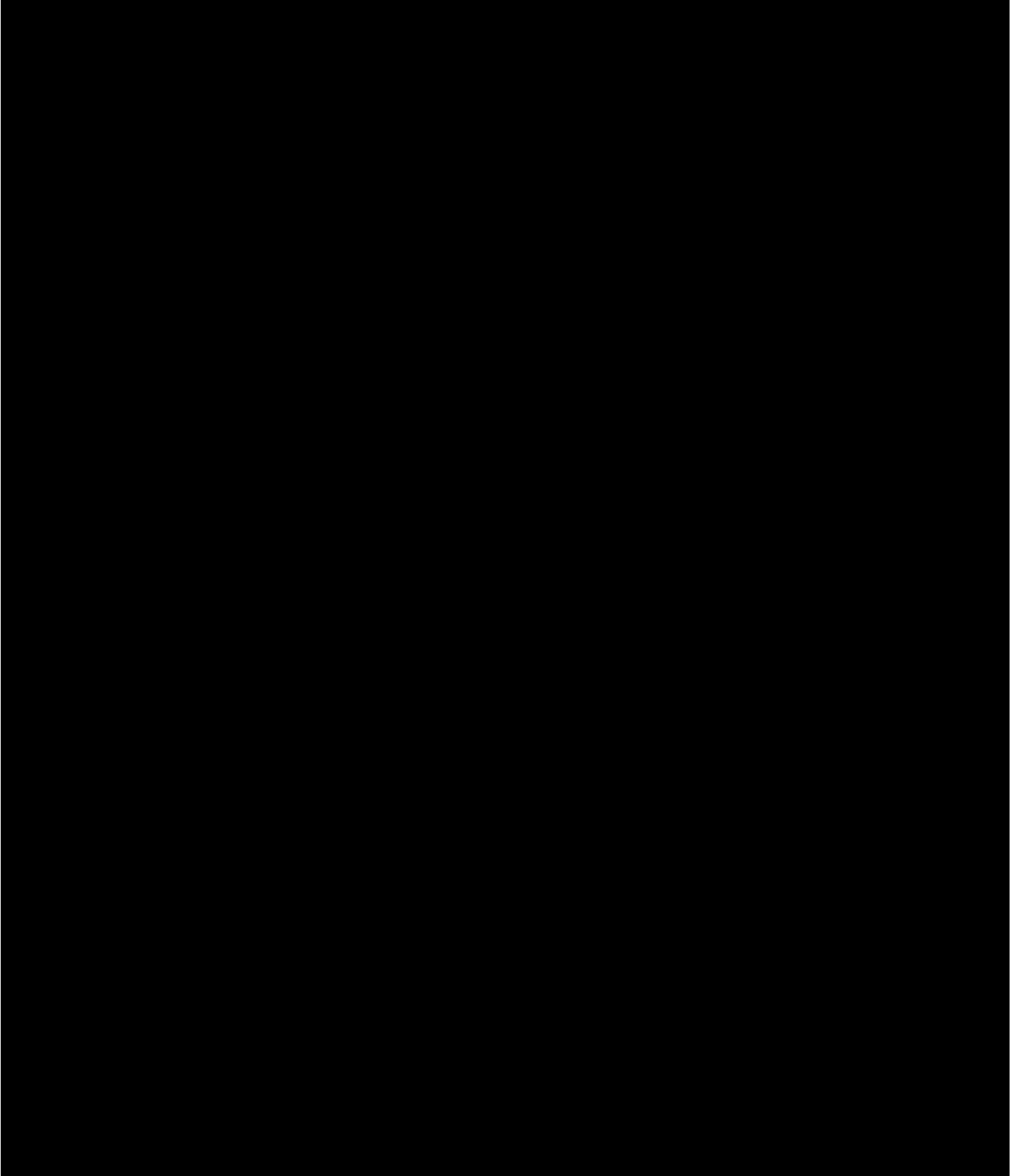
Bidder will also ensure that once preliminary access approval is granted by the Commission that visitors to a site (Bidder's subcontractors, project managers, employees, officers and agents, and all persons involved in projects and work assignments under the Contract) will provide two (2) forms of valid identification, including (1) one photographic identification and (1) one government issued identification, and written authorization that they are acting on behalf of Bidder.

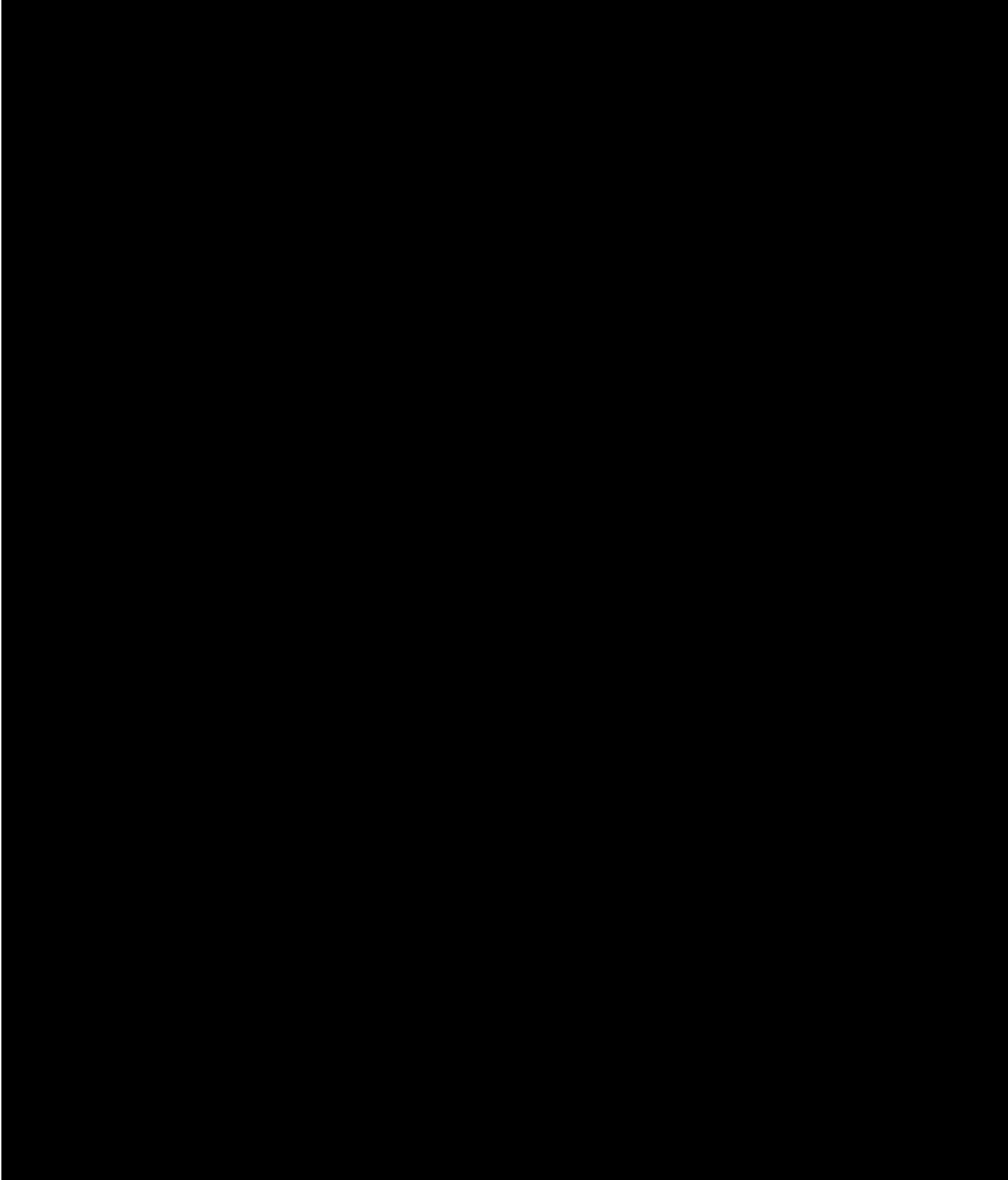
Bidder acknowledges that access to the Commission site will be approved only after site authorization is confirmed.

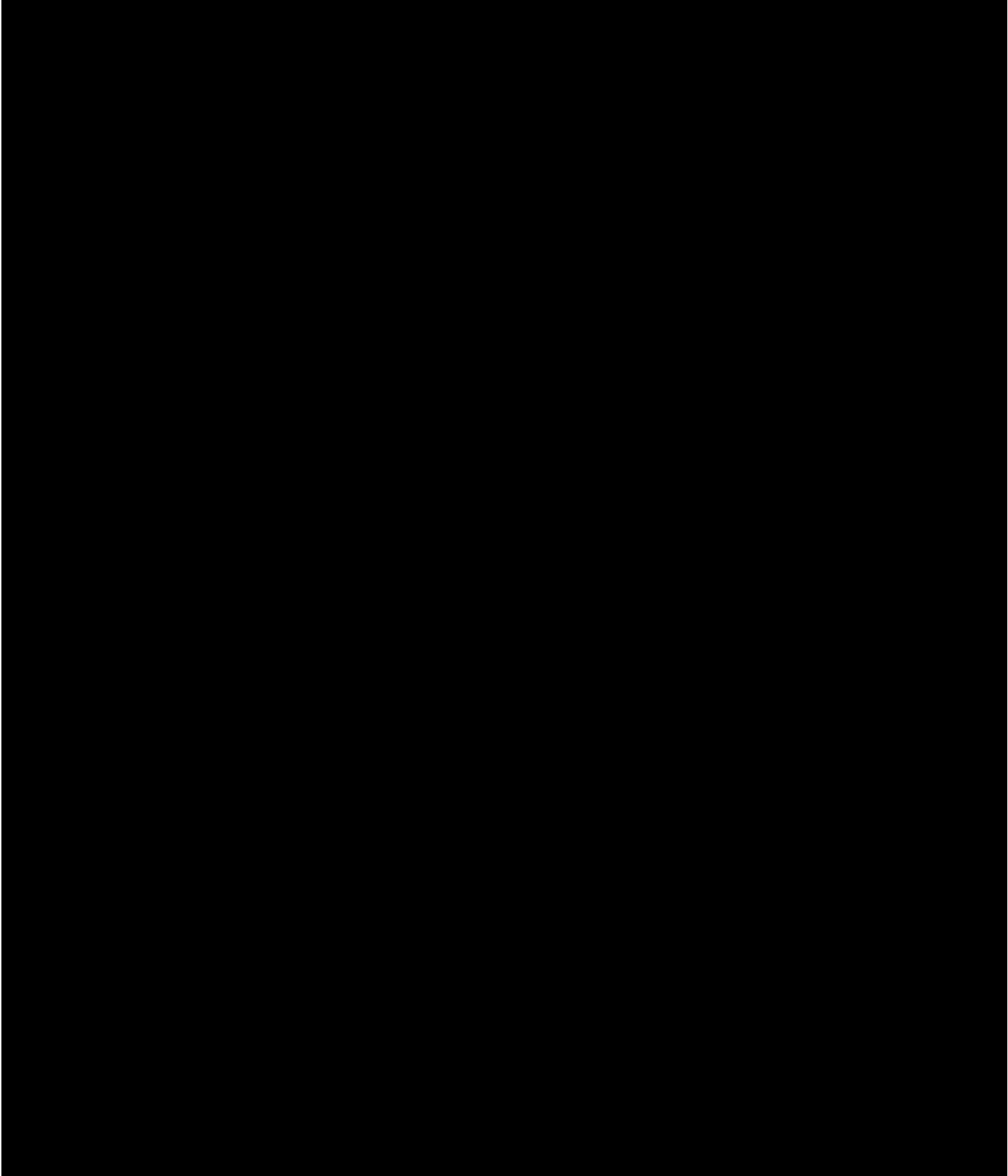
Physical Security During the Delivery of Contracted Services

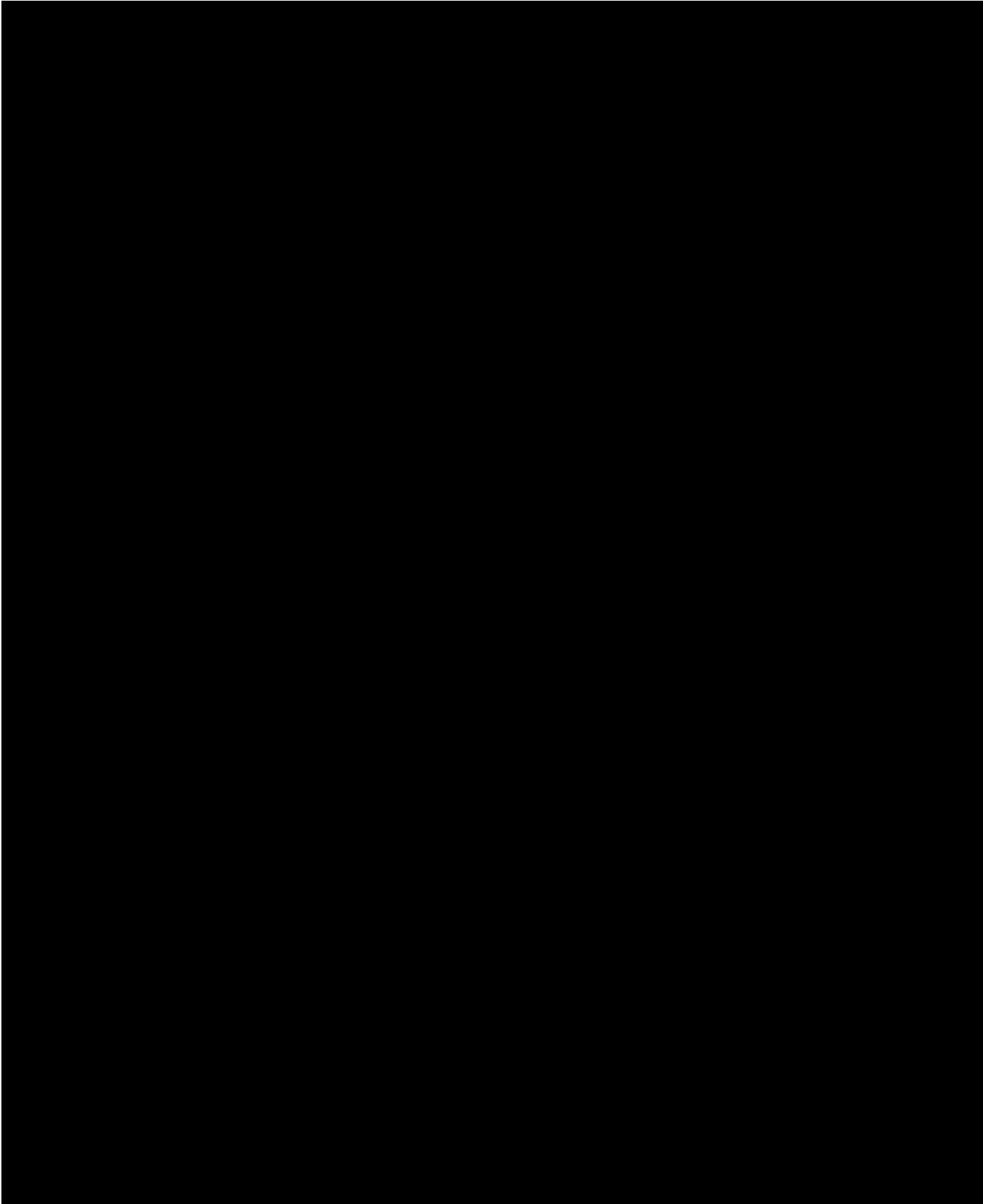
59. Physical Security During the Delivery of Contracted Services (RFP 2.29 A)

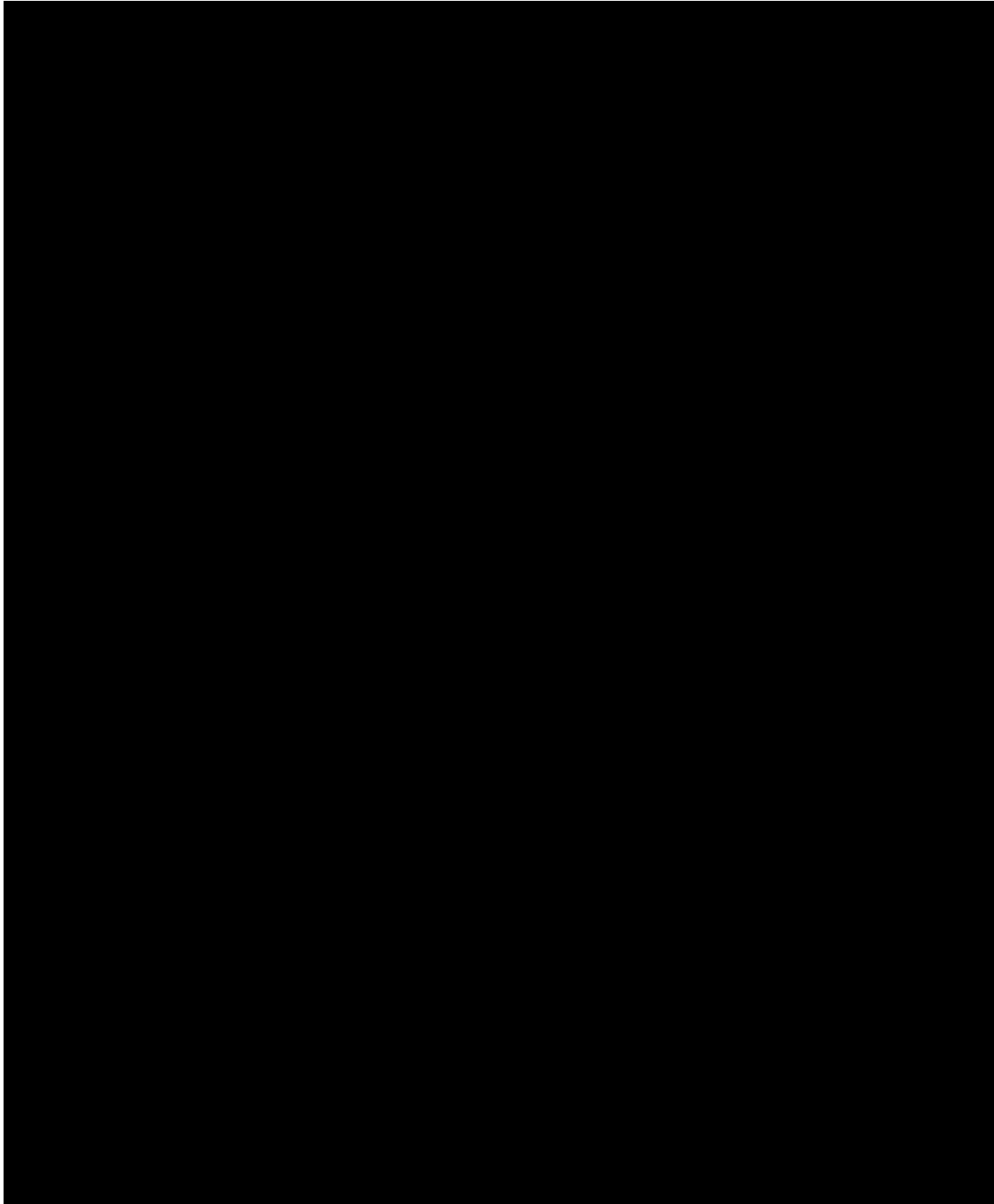


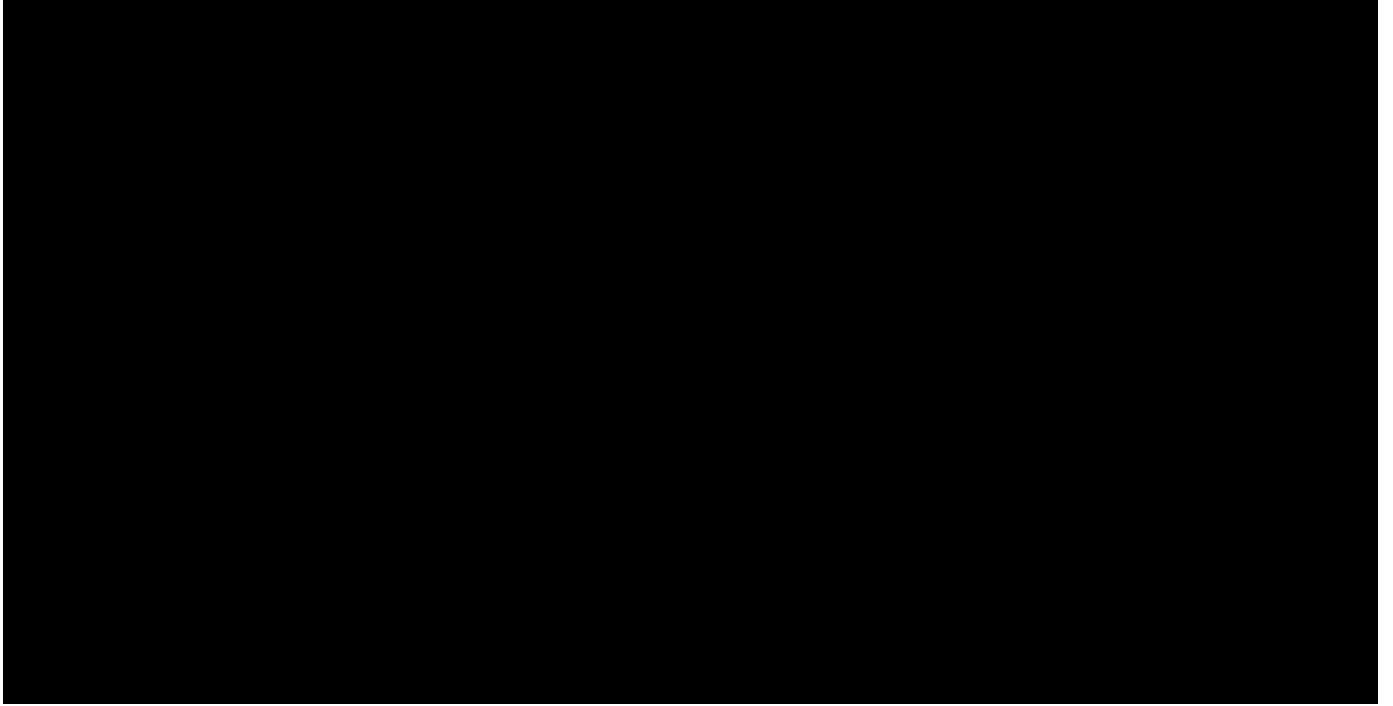












Access by Personnel

60. Access by Personnel (RFP 2.29 B)

The Bidder acknowledges that its officers, agents, subcontractors, and their employees and independent contractors will comply with all applicable Video Lottery gaming facility and information security policies and procedures of the Commission and the State in performing the scope of work under the Contract, if awarded.

The Bidder will ensure that individuals performing work under the Contract, if awarded, are legally eligible to work in the United States and that such eligibility shall be maintained during the engagement while the individual is accessing any Commission site, information systems, or data contained therein.

In addition, Bidder acknowledges that prior to accessing any Commission site, project information systems or data contained therein, the Bidder, and its officers, agents, subcontractors, and their collective employees and independent contractors performing work under the Contract, will obtain clearance from the Commission, which may include, at the Commission's discretion, a criminal history and/or background investigation of individuals proposed to perform work under the Contract. Bidder acknowledges also that Individuals assigned to the project by or through the Bidder will be required to submit identifying information to the Commission.

The Bidder acknowledges that its officers, agents, subcontractors, and their collective employees and independent contractors performing work under the Contract, will obtain from the Commission and prominently display on their person, Commission-issued identification cards while physically present at any Commission site.

All Bidder's employees involved in licensing/security clearance are extensively trained by Regulatory Compliance Department at the time of employment and periodically every 18 months. In relation to licensing area, Bidder's Staff is trained to understand and comply with following:

GENERAL GAMING COMPLIANCE REVIEW AND REPORTING PLAN -- introduction, purpose and responsibilities of Compliance Committee, company management, and employees.

How to operate correctly in highly regulated gaming jurisdictions and how to protect Interblock and Gaming Authorities where Interblock group of companies hold gaming license against questionable situations or associations with unsuitable persons that would impugn the reputation and integrity of the gaming industry in general and that of the specific jurisdictions in which the Bidder and associated companies conducts gaming activities.

Licensing/security clearance process, what are the steps, responsibilities of Interblock Staff who is getting licensed, responsibilities of Regulatory Compliance Department, personal documentation required to be gathered and maintained for Interblock Staff licensing, licensing process that Interblock Staff will have to pass and security clearances Interblock Staff needs to obtain prior any site visit and display badges prominently.

Gaming venues security standards awareness, to ensure that Interblock Staff obtain necessary security clearance at the casino site before entering to gaming floor and proceed with work. This also includes displayed issued identification cards and Regulatory Agents escort. Employees are introduced to most typical processes in order to be compliant with security policies and procedures.

Gaming license reporting requirements conditions, in order to inform Gaming Authorities granting licenses to be notified about important changes required to ensure entitlement gaming licenses. Interblock Staff, licensed in any jurisdiction worldwide are responsible to inform Regulatory Compliance Department of following below stated events. In accordance with Bidder's Compliance Monitoring & Reporting policy, Regu-

latory Compliance Department is responsible for informing Regulatory Gaming Agencies, after the information is reported internally and finalize the update process. The following changes are reported:

- Charging, indictment or conviction, arrests, offense, formal written inquiry, review or investigation, or any disciplinary action by any law enforcement authority
- Start of civil litigation, formal written inquiry, review or investigation from any court or governmental authority
- Any event of a material allegation of wrongdoing or settlement that is asserted or becomes known by the Company against an owner, director, or executive.
- Change of name
- Change of marital status
- Change of residence address or phone number
- Bankruptcy, liquidation, or similar proceedings and filings
- Change of bank account information
- Change of job position
- Damaged, lost, misplaced, or stolen identification card for service technicians

Investigation(s) conducted or to be conducted by any regulatory body or law enforcement agency exercising their statutory functions (other than in respect of a traffic offence), in which you are involved as a witness.

Termination of the employment or found unsuitable to hold a State Certification.

In order to ensure successful licensing with gaming authorities, all Interblock Staff is required to pass suitability screening standards at the time of employment in accordance with Interblock General Gaming Compliance Review and Reporting Plan and policy Suitability Checks Requirements (Bidders internal suitability standards). In the case of identified derogatory information that could jeopardize the reputation and integrity of the person, Bidder, and gaming industry, an employment contract is terminated.

All necessary Interblock Staff licensing/security clearance procedures are covered in internal policy Regulatory Compliance Staff Licensing which is outlining procedures for:

- preparation, submission and archiving of Interblock Staff application and supporting documentation;
- cooperation with Regulatory Gaming Agencies;
- archiving staff licenses (or renewals), informing employees and updating necessary licensing documents.

To obtain Commission security clearance, Video Lottery Gaming Employee License Applications require the following items to be submitted:

- 2 FBI Fingerprint Cards (Form FD-258)
- Fingerprint Fee Payment
- NY State Gaming Commission Proof of Identification Form
- Completed and notarized NY State Gaming Commission Video Lottery Gaming Employee License Application
- Disclosure of all criminal records
- Disclosures of a photo identification, social security number, US passport, and/or birth certificate

All necessary documentation is prepared in Regulatory Compliance department who closely cooperates

with responsible Commission personnel to obtain licenses and makes sure that Interblock Staff complies with all requirements.

Once approved, a gaming license is issued for a period of 5 years. Badges are issued onsite by the Gaming Commission Office and Interblock Staff is aware of the obligation to wear badges while physically present at any Commission site.

The Bidder has developed a licensing monitoring system and performs routine internal audits to ensure all necessary work cards and licenses are up-to-date.

The Bidder acknowledges that when certain emergencies or other circumstances occur, which renders immediate compliance with foregoing requirements impractical, the Bidder can apply for Temporary Service Access for its Staff. The Bidder acknowledges that the Commission may, in its sole judgment, defer an individual's compliance with the foregoing requirements and grant temporary access. The Bidder acknowledges that even in such circumstances, the Commission shall approve such individual's access prior to such individual accessing a site, system, or data and that the Commission may accompany such individual when on-site. Further, the Bidder acknowledges that such deferment shall not be construed as a waiver of the Commission's right to subsequently require security clearance as to any individual previously granted such temporary access. At such time the Bidder will provide to Commission the items as requested in Video Lottery Gaming Employee License Application.

In the case of emergencies, Interblock Staff management will send an urgent internal notification to Regulatory Compliance Department who is responsible to prepare and submit on behalf of Bidder's Staff following:

- Complete NY State Gaming Commission Temporary Service Provider Access Request Form
- Specify and provide a reason for access to the casino
- Specify and provide dates that goods/services are being provided to the facility
- Approval and Signature of the video lottery gaming facility manager or designee, where the Bidder requested Temporary Service Access to
- Regulatory Compliance must email the Temporary Service Provider Access Request form at least one week prior to the employee's visit

Interblock staff is trained and notified in each specific case by Regulatory Compliance Department that on-site visit of gaming facilities is not allowed without Commission approval and that Commission personnel may accompany such individual when on-site, if deemed necessary by the Commission.

Also, in emergency cases, Regulatory Compliance closely cooperates with responsible Commission personnel to comply with all requirements for emergency one-time visits.

The Bidder acknowledges and understands that Commission reserves the right, in its sole discretion, and without liability to Bidder's officers, agents, subcontractors, and their collective employees and independent contractors assigned to work under the Contract, to withhold approval of and refuse to permit access prior to such individual accessing a site, system, or data and that the Commission may accompany such individual when on-site.

The Bidder acknowledges that Commission reserves the right, in its sole discretion, and without liability to a Bidder's officers, agents, subcontractors, and their collective employees and independent contractors assigned to work under the Contract, to withhold approval and refuse to permit access to Commission facilities, electronic information systems or data contained therein, to any individual proposed by or through the Bidder (i) who refuses to comply with the security procedures outlined in this section, or (ii) where the

Commission determines that the individual(s) may present a risk to the Commission's security interests.

In its best effort to prevent such issues, the Bidder will ensure that all its employees, who apply for Video Lottery Gaming Employee License, are well trained and educated in advance on security procedures in place in Video Lottery facilities in New York and made aware that they must comply with such security procedures and protocols.

To prevent security risks and ensure successful licensing with gaming authorities, all Interblock Staff is required to pass suitability screening standards at the time of employment in accordance with Interblock General Gaming Compliance Review and Reporting Plan and policy Suitability Checks Requirements (Bidders internal suitability standards). The Bidder uses a third-party accredited agency, American Checked to help provide the Bidder with comprehensive background screening solutions as well as drug testing services for hiring needs as well as for Gaming Employee License Applications. In the case of identified derogatory information that could jeopardize the reputation and integrity of the Bidder, Gaming Regulatory Agency, or gaming industry in general, an employment contract is terminated.

The Bidder acknowledges that the Commission shall not be liable for payments or damages of any kind if a Bidder is delayed or unable to perform under the Contract resulting from the Commission's denial of access to any individual(s) pursuant to section 2.29.

In the case of any licensing/security clearance emergency issues or a violation/citation, Regulators/Agents on properties will contact dedicated Bidders Compliance contact or other person agreed between Commission and Bidder, who will be responsible to appropriately address the issue internally and cooperate with the Commission to resolve the matter.

Ownership of Materials

61. Ownership of Materials (RFP 2.30)

With respect to the information set forth in RFP Section 2.30 concerning Ownership of Materials, the Bidder has reviewed and acknowledges that ownership of all data, documentary material, and reports originated and prepared exclusively for the Gaming Commission pursuant to the Contract, if awarded to the Bidder, shall belong to the Gaming Commission. The Bidder understands that, as set forth in RFP Section 2.30 Ownership of materials and except as otherwise provided in the Contract, all materials, documents, products, reports, data, and other information compiled under the Contract by a Successful Bidder are the sole property of the Gaming Commission and that they shall not be used or destroyed by a Successful Bidder or any other person without express written permission of the Gaming Commission.

Acknowledgement of Net Neutrality Principles

62. Acknowledgement of Net Neutrality Principles (RFP 2.31)

Interblock has reviewed and acknowledges the requirements pertaining to Net Neutrality as outlined in this section of the RFP and NYS Executive Order 175, although our ETG product portfolio does not rely on any internet connectivity to operate.

We would like to assure the Commission that Interblock takes net neutrality principles seriously. Our products may not use direct internet or VPN connectivity to operate, however, our employees in different offices around the world do use the Internet and VPN connectivity, especially in the past year, when travel was severely limited.

We constantly monitor and make sure our ISP providers adhere to these principles. We control and monitor so that every computer, tablet device, smart phone, and every user under our jurisdiction and authority has equal rights of internet usage, regionally and independently of the ISP provider. Consequently, the quality of that service will not be hindered and will not favor one ISP over another.

Interblock does not use services from any internet service provider which deliberately makes their primary services cheaper by prioritizing or even blocking any kind of application and service.

Other ISP business models such as zero-rate, for example, in which an ISP prioritizes or, in some cases, even blocks any service or access are not allowed and are filtered out in our internal tender requests for our leased or owned premises.

Production
Acceptance of VLT,
Games and Software
Test Following
Award

63. Production Acceptance of VLT, Games and Software Test Following Award (RFP 2.32)

Interblock will ensure games are tested by a Commission approved independent test laboratory (ITL). From software and hardware upgrades to individual unit updates, each product will receive regulatory approval, proving the upgrade's compliance with the local regulation.

Interblock will work with the ITL and provide working models of each type of submitted product, if not already present in the ITL.

The ITL will also receive our full submission package, which includes softcopies and (2) copies where applicable of the following items:

Category	Item	Additional information
ETG ILLUSTRATIONS	Renders/Photos of the products	
SCHEMATICS	Component list with hardware details	Motherboards, modules, proprietary equipment
	Technical Drawings	
	Wiring Schematics	
BLOCK DIAGRAMS		*if applicable or specifically requested
TECHNICAL AND OPERATIONAL MANUALS	User Manuals	
	Installation Manuals	
	How to Play Documentation	
	Par sheets	
	Third party firmware documentation	
PROGRAM OBJECT AND SOURCE CODES	Source code	Provided on an encrypted DVD or uploaded encrypted package on FTP with password protection
	Working software	Provided on CFAST media with a binary image of the software
	Executable files	Located on CFAST media
	Software Data with SHA-1 Signatures	
	Third party firmware	
HEXADECIMAL DUMPS	Memory dumps	*if applicable or specifically requested
OTHER	Cover letter	Contains a product submission overview
	Regulatory submission forms	*if applicable
	Release notes	Changes from the previously approved software version
	Electrical Safety Approvals	
	Photos of labels	

- An internal checklist is used to determine all the necessary items for the submission package. These packages are all dated and archived internally for future reference.
- If a laboratory requests additional information and/or documentation, it is provided in a timely manner.

The cost of testing, examination, analysis, and transportation of ETG devices to the laboratories has always been and always will be the responsibility of Interblock. The possible dismantling, damage or destruction of the tested equipment is taken into account for all projects. The Commission, the ITL or either's agents will not be liable for any ETG device damage or destruction incurred through the testing process.

ITL performs all the testing on our products which are regularly updated, or in the case of a new product, a complete product is sent to the testing facility. For this we use only reputable delivery companies, who transport the product and upon delivery require a signature. When the product becomes obsolete for testing, the laboratory may return it. In this case we again employ the services of a delivery company, however the process is now reversed – product is picked up at the testing facility and delivered to Interblock. At the end of a successful delivery, the delivery company issues an invoice, addressed to Interblock.

Interblock is fully aware and acknowledges that only tested and approved products are allowed to be installed on a gaming floor.

- Before finalizing development requirements for products and software, Interblock always checks technical requirements, regulations and where applicable requirement and regulation differences from the previously approved configuration.
- A submission with the request for testing the products is sent to the ITL. This way, Interblock ensures all games are fully tested and comply with the local regulations as well as all the requirements listed in this RFP.

All received approvals are securely stored in the Interblock archives and will be made available to the Commission upon request.

To ensure the certification process is both comprehensive and exhaustive, Interblock diligently follows the internal Product Certification Process, specified below:

1. RDRQ Submission Request

All product submission (certification) requests are submitted to the R&D department for review through the R&D Request (RDRQ) Jira tickets. These are opened by Technical Compliance from each region where applicable, although there may be instances where request for submission are entered by Sales, Product Experts or Gaming Operations teams. These RDRQs provide the necessary input, which includes the following information:

- Requested Products & Games
- Requested Paytables & Side Bets
- Requested Languages per game
- Requested Additional Interblock Features
- Jurisdictions
- Software version (if known at the time)
- Platform

RDRQ Submission Request tickets made by Sales, Product Experts or Gaming Operations teams, are reviewed by Technical Compliance, which checks that all the requested items comply with jurisdictional stan-

dards and regulation. After RDRQs tickets have been reviewed by R&D and provide the software or product expected to be use for this submission, Technical Compliance opens their own Certification Submission Request (CSR) tickets in Jira for each submission.

A RDRQ Submission Request goes through the following phases:

Phase	Steps	Done by
BACKLOG	Jira RDRQ Submission Request ticket opening and completing all necessary fields	Requester
	RDRQ Submission Request review and assignment	Regional Tech Compliance / PMO
RDRQ REVIEW	RDRQ Support input review and obtaining missing information from requester	Regional Tech Compliance
	Opening & linking CSR ticket	Regional Tech Compliance
IN PROGRESS	Performance of certification	Regional Tech Compliance
RESOLVED	Certification done, administration tasks	Regional Tech Compliance
CLOSED	RDRQ Submission Request	Regional Tech Compliance
HOLD	Hold is applied when already started and temporary stopped	Division Manager

2. Jira CSR management

Technical Compliance has its own board (Jira project) in Jira, which is utilized to track submission progress. A ticket is created for each submission and depending on submission requirements, Technical Compliance has several different types of tickets to choose from.

New Submission, Resubmission, and Transfer Letter ticket types are used for submission management while ticket type Task is used for tracking questions from laboratories or regulators that are preventing a specific submission process from being completed.

On the CSR dashboard, Technical Compliance has a quick overview of all tickets in columns. This way, they can instantly see the progress of all the submissions or tasks that need to be resolved. Technical Compliance divides tickets between the Backlog, In Progress and Approved columns. In the process, there are special columns for the Release Team as well. Their purpose is to notify the Release Team department of an upcoming submission. This enables Technical Compliance to receive the Release Team’s knowledge of software releases pertaining to a specific submission.

The CSR tickets are updated regularly with relevant information regarding the submission process or the submission itself. Each CSR ticket has special label-based fields in order to avoid any typographical errors and to facilitate searching either when creating a ticket or when searching all tickets for a specific label. Labels are divided into categories, each visible at the top of the page for each CSR ticket. The following labels can be entered into CSR ticket fields:

- Jurisdiction name with internal jurisdiction code
- Testing laboratory
- Interblock platform or gaming generation
- Products
- Games
- Side bets
- Additional features
- Software version (if applicable)

Attachments serve multiple purposes for the Technical Compliance department as well as the Release Team. Blank template attachments that were prepared by the Release Team serve as a preset in which Technical Compliance confirms requested games, side bets, functionalities or special features and languages. With a clear overview of requested software-related specifications, the Release Team can advise on the proper software for a particular submission. If no currently available software meets the set jurisdictional requirements, it triggers the inclusion those requirements in the next software release by the Release Team, which then provides Technical Compliance with proper software to submit.

Additionally, Technical Compliance uses the attachments field to copy any documents pertaining to the submission itself, such as component lists, cover letters and laboratory or regulatory approvals, once received. Without these attachments, the CSR ticket cannot be closed and archived.

The process of advancing CSR tickets from the Backlog status all the way to Done is clear for everyone involved.

- 1) Technical Compliance first receives information about an upcoming submission from the RDRQ dashboard or RDRQ tickets.
- 2) An original CSR ticket is created with all the fields entered manually and automatically placed in the backlog status. This is also visible on the CSR dashboard under the Backlog column.
- 3) The ticket status is then changed to "To Do", where it is assigned to the Release Team to notify them of the submission and software requirements.
- 4) The Release Team then checks those requirements and advises on the software version if it has been released or it prompts the Release Team to create a new version with the necessary requirements.
- 5) When software version is determined, the status of the CSR ticket changes to R&D Resolved, assigning it back to Technical Compliance Department.
- 6) There are two options for Technical Compliance after this – either change the submission status to On Hold or Pending, where all the documentation for the submission is gathered.
- 7) Once this step in the process is done, and the submission is ready to be sent to evaluation, the ticket status is changed to Submitted and the submission is sent to a testing laboratory.
- 8) For the duration of evaluation, the ticket status does not change. However, there is the option of Last Status Update fields, where last statuses can be written down. Additionally, any questions that arose during the testing phase can be stated in a separate task ticket, which is then linked to the original CSR ticket where Technical Compliance can monitor the progress and see why the approval has been delayed.
- 9) Once every task is resolved and an approval is received, appropriate laboratory letters are attached to

the ticket and its status is changed to Certified and it becomes visible in the Certified column.

- 10) A member of the Technical Compliance department then reviews the ticket, checking if everything stated in the ticket corresponds to the received approval.
- 11) The ticket is then moved to status and column Done.
- 12) After 14 days in the Done column, the ticket is no longer visible. It is not deleted and may always be accessed via direct link or located using search parameters.

3. ERP - Navision document preparation

Technical Compliance has its own tool in Microsoft Dynamic Navision ERP for tracking certified products and components within each jurisdiction, known internally as the Compliance Tool or CMPL for short.

Each submission has its own CMPL document for an easier tracking and approval process. These documents are divided into several segments, each of them containing information about the submission.

- General contains a basic description of the submission such as:
 - o CMPL document number
 - o Description
 - o Jurisdiction name
 - o Jurisdiction segment setting (Arcade, Casino, Tribal)
 - o Status (open, internal approval, submitted, approved)
- When Technical Compliance receives an approval, they fill the fields for the approval date and certificate name. We keep track of three different dates which are important for Technical Compliance and approvals
 - o Document date represents creation date of CMPL document,
 - o Valid From is date of approval found on the letter from laboratory or regulator,
 - o Valid To represents end of approval validity if such date is predetermined.
- The CMPL document number auto-generates as the next available number not previously used by any other ticket. All other fields are filled in by an employee preparing the submission. After completing the process (all the way to Approved status), these previously editable fields are locked to prevent any changes.
- The Additional info segment contains information regarding the CMPL ticket itself such as
 - o Response Date
 - o Submission Date
 - o Information about revoked items (if laboratory or regulator issued a revocation letter)

This segment also includes information for archived versions of the ticket. An archive version generates as soon as the status of the ticket changes.

- The Compliance Production Subform segment contains information about submitted software and products. Item lines are added by a Technical Compliance employee and each line breaks down to more additional details.
 - o Software is equipped with version details and further information regarding games and side bets' pay tables as well as any functionalities the submission requires.

- o Each product is in its own line, which breaks down with different components and firmware versions. Furthermore, Technical Compliance may also add lines for Bill Validators or Ticket Printers and their firmware versions within each product.

These lines are editable up to the Submission status. Once the document is submitted to a laboratory or regulator, the lines lock to prevent changes.

The system for tracking submissions is similar to that of the Jira CSR process. The tickets are put through different stages, ranging from Submitted to Approved.

- 1) When the document is first prepared, its status is automatically generated as Open.
- 2) From Open it goes to Internal Approval, where it goes through internal review, and if document content is correct, an employee moves it to Internal Approved.
- 3) After submitting it to the laboratory, the status changes to Submitted, where it stays until Technical Compliance receives the approval letter.
- 4) Once the approval letter is received, the submission is either rejected, changing the document status to Rejected, or approved, in which case, the document status changes to Approved.

Once the document is approved, all of the items listed in the Compliance Production Subform section are listed in the Allocated Jurisdictions list and are now equipped with data such as jurisdiction in which items are approved along with approval date and corresponding CMPL document number.

4. Submission package preparation

In preparation for the submission phase, Interblock selects and contacts a laboratory to define a certification scope and all necessary equipment for testing and approval. Once this is determined, Technical Compliance starts gathering all the necessary materials for a submission package, the contents of which is listed in the table above.

5. Pre-submission phase

5.1. PRE-SUBMISSION WAITING LIST ISSUES RESOLUTION IN JIRA

If, during submission package preparation, it is discovered that any of the material mentioned above needs to be updated or some additional information is missing and that cooperation with another department is needed – a CSR Task in Jira is opened. The ticket is assigned to a responsible Department Manager who is tasked with organizing the resolution of task within their department. Once the ticket is resolved, it is Technical Compliance’s responsibility to close the ticket.

6. Submission phase for laboratory submission

6.1.LAB SUBMISSION WAITING LIST ISSUES RESOLUTION

All product issues identified by the Independent Test Laboratory during the product certification process that need to be fixed are considered a Product Issues (“PI”). For every identified software or hardware issue, a PI ticket is opened, and fields listed below need to be correctly filled in in order to be correctly prioritized.

Impact on business:

- 1) Urgent Compliance Issue - examples: game integrity issues, lab issues, field trial issues...
- 2) Product issue source
- 3) Lab issue - issues identified during product certification process

4) End Gaming Venue

5) Priority (Blocker)

A PI ticket with issues is reviewed by Technical Compliance together with the R&D/QA team, who try to reproduce those issues. Once the cause is known and if its resolution requires a change in software, the Software Development team addresses it and make the necessary fixes. The QA team thoroughly tests all the fixes before they are sent back to the laboratory.

For new software version, a new CSR ticket type (Resubmission) is opened as a sub-task. New submission package is also prepared, containing all the documentation and software data a laboratory needs to test and issue a new letter. With a new laboratory approval letter, we then prepare official regulator forms and any other documentation and send it to a regulator for review and approval. Once the regulatory approval is obtained, we send an email notification with the letter attached to key Interblock employees.

7. Submission Phase for regulatory submission

7.1. REGULATORY SUBMISSION PACKAGE PREPARATION

After obtaining laboratory approvals there is oftentimes a need to obtain a regulatory approval as well. In such cases Technical Compliance reviews special submission requirements of such regulator and applies the knowledge to package preparation. This may include special regulatory forms, requirements regarding package contents or completing online forms via dedicated online portal of a regulator.

Empty regulatory forms are first reviewed to recognize what information is required. Forms are then completed in accordance, whether it is for the software or hardware submission. Generally, forms already include all the information a regulator requires, however additional information is always included in the package documentation, as it is the same package a laboratory receives.

Laboratory approval and report are then added to the submission package and sent to a regulator for review and approval. If a regulator should require additional information, we can provide it in the package or upon request. We will deliver the requested documentation either in physical form (DVD) or via secure transfer (SFTP).

7.2 REGULATORY SUBMISSION EXAMPLE

As seen in the picture, submission package includes several documents which provided to the regulator (sorted into folders) as well as signed regulator forms.

Submission package contents example:

Figure 63.1

Name
1_Storyboard_Of_Game
2_Help_Screens
3_Images_Of_Glass
4_Pay_Tables
5_Par_Sheets
6_Graphical_Images
7_Animation_Files
8_Sound_Files
9_LAB_Approval
INST_DIA_BIG_SIX_SuperSpin_v.1.0.pdf
MAN_DIA_Big_Six_SuperSpin1.2.pdf
VGM_ThemeSubmissionForm_Interblock_BigSix_SuperSpin_2019_05_13.docx
VGM_ThemeSubmissionForm_Interblock_BigSix_SuperSpin_2019_05_13.pdf

8. Post-submission phase

8.1. OBTAINING PRODUCT CERTIFICATION, UPDATING NAVISION DOCUMENTS AND JIRA CSR TICKETS

Technical Compliance implements several procedures after obtaining product approval.

All the approvals received by the ITL and (where applicable additionally the regulator or Commission) via email or regular post are entered into the internal system, which is accessible to a limited number of employees within the company. A memo with the details and the approval letter is also sent to key employees.

Technical Compliance updates appropriate Jira CSR tickets by changing their status to Certified and adding received letters to their attachment section. The ticket is then reviewed to confirm all the data from the ticket corresponds with the received approval. Once everything is checked, the ticket status is changed to Done, where it stays visible for the next 14 days. After that period, the ticket is removed from the Jira CSR dashboard.

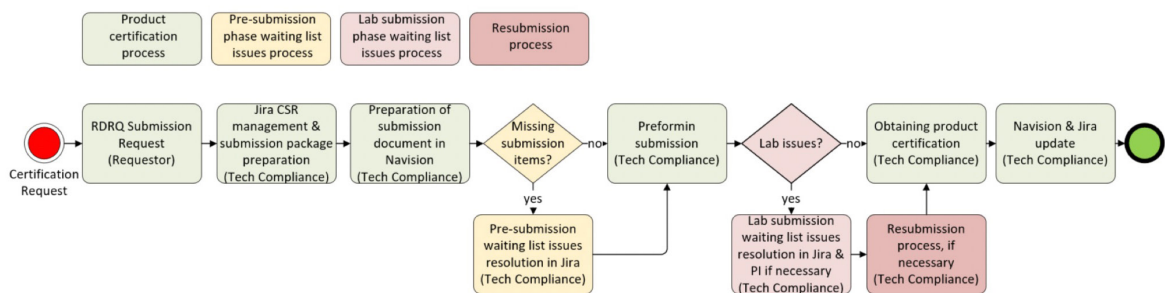
The next step is updating the appropriate Navision CMPL document, where the ticket is reviewed by a Technical Compliance employee. The date of the approval letter is added to the document and status changed to Approved, which triggers all the Compliance Prod. Subform items to change status to Approved as well. These items are then recorded in the Allocated Jurisdictions segment of Navision, each item containing information on the jurisdiction for which it was approved, a Navision internal item number and name, a date of approval letter and CMPL document number through which these items were generated.

With steps described above, Technical Compliance concludes the submission and certification process. Upon conclusion, the certification data becomes available to other Interblock departments such as Sales, Service, Manufacturing, and key management personnel.

When this process is concluded and all approvals have been received, we may now proceed with the product installations on floors for which the approval was received.

9. Product Certification Flow Chart

Figure 63.2



Technology Provisions

64. Technology Provisions (RFP 2.33)

The terms and conditions contained in this section of the RFP have been reviewed by the Bidder and are acknowledged and accepted. The specific Technology Provisions in this section are discussed in detail in Volume 2: Technology Proposal.

Patented Devices, Materials and Processes

65. Patented Devices, Materials and Processes (RFP 2.34)

The Bidder does not currently utilize any third-party patented designs, materials, or processes that would be used to fulfill its obligations under the Contract if it is a Successful Bidder. Furthermore, the Bidder acknowledges that, if it is a Successful Bidder and during its performance under the Contract in the future it does utilize a third-party's patented design, material, or process, it shall (i) provide for the use of such patented design, material, or process only by suitable legal agreement with the patentee or owner of such patented design, material, or process, and (ii) file copies of any such suitable legal agreements with the Commission. Additionally, the Bidder understands that it must save and hold harmless the State of New York, the Commission, Commission staff and agents from claims arising out of the use of such third-party patented design, material, or process in connection with the work agreed to be performed under the Contract.

Use of Copyrighted or Trademarked Materials

66. Use Of Copyrighted And Trademarked Materials (RFP 2.35)

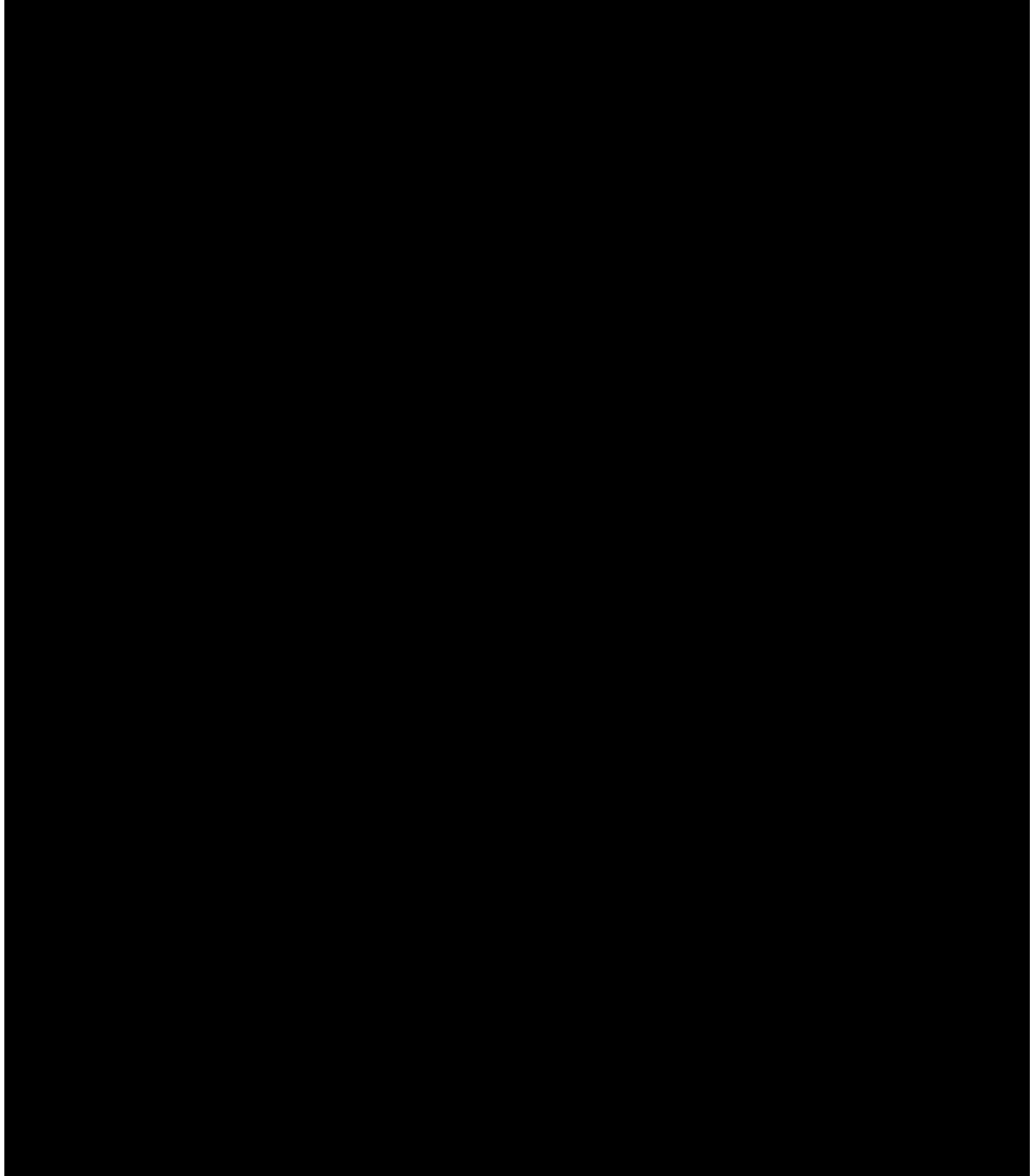
Interblock acknowledges that, as a Successful Bidder, it will be obliged to ensure that the use of materials in connection with its performance under the Contract does not infringe on copyright, trademark, or other intellectual property rights of third parties.

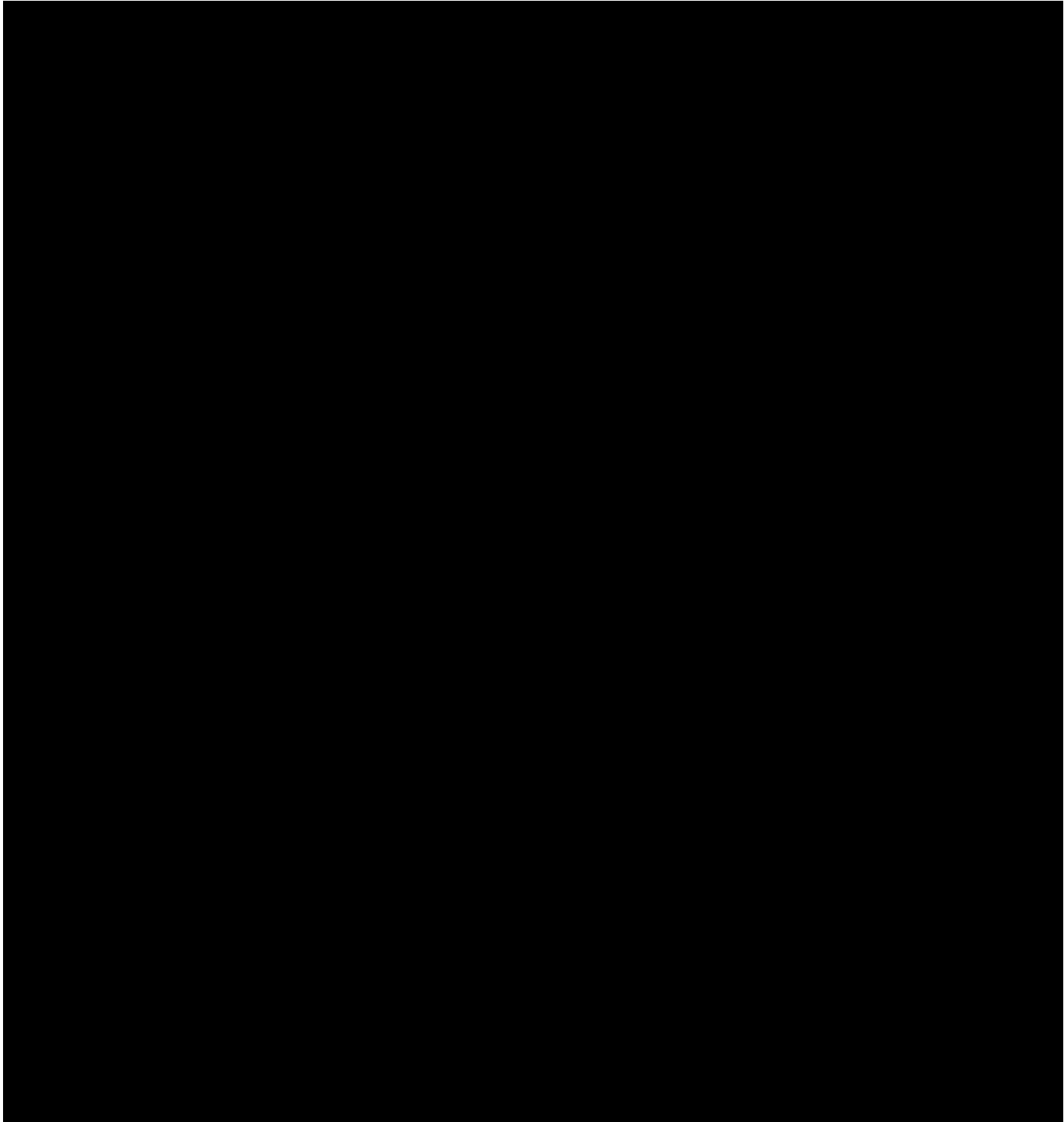
Furthermore, Interblock acknowledges and agrees that, if it is a Successful Bidder, it will be required to pay all franchise and/or licensing fees for use of games employing symbols or names involving intellectual property rights of third parties.

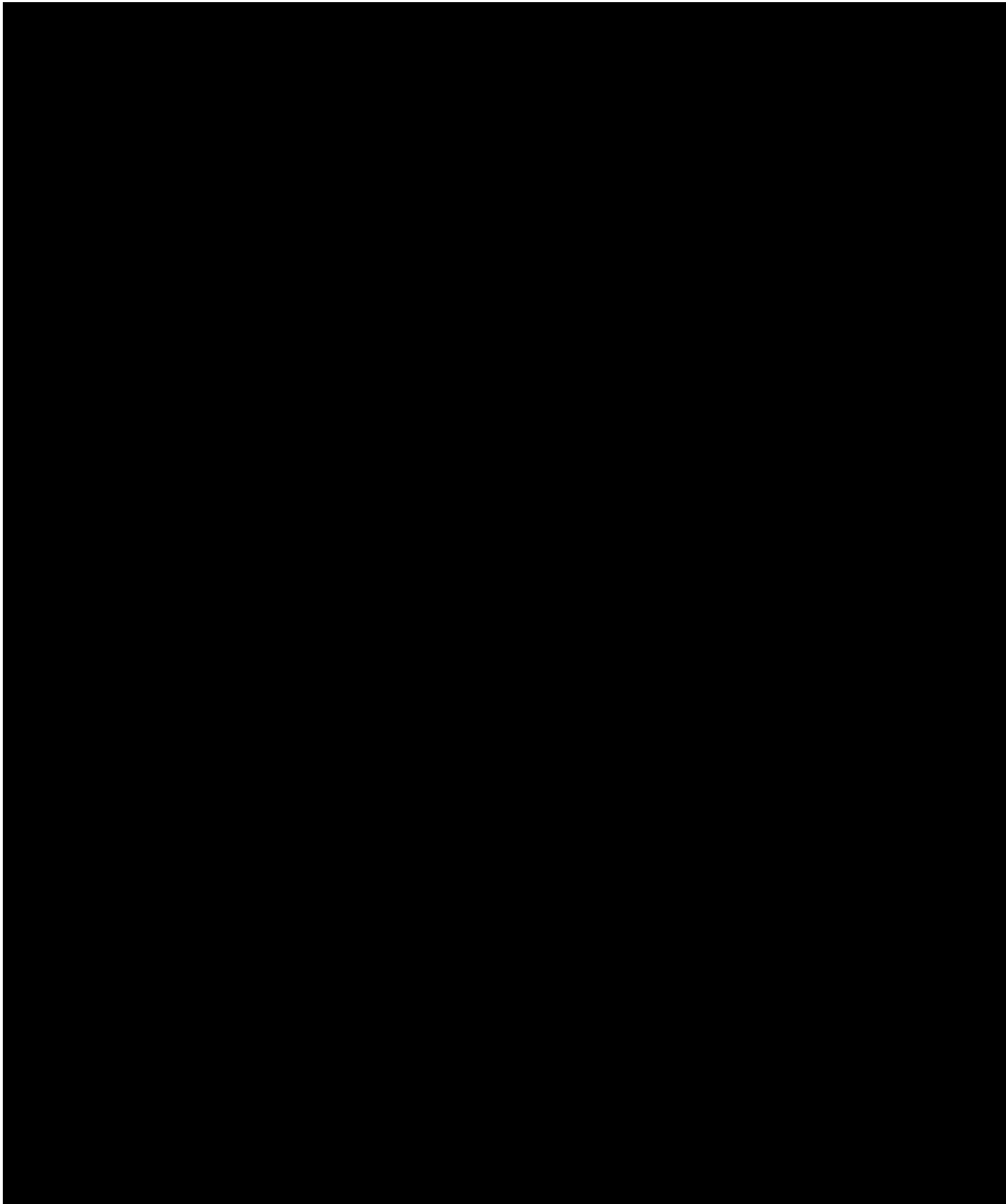
Interblock understands that, if it is a Successful Bidder, it must save and hold harmless the State of New York, the Commission, Commission staff and agents from claims arising out of the use of such copyrighted or trademarked materials in connection with its performance of the Contract.

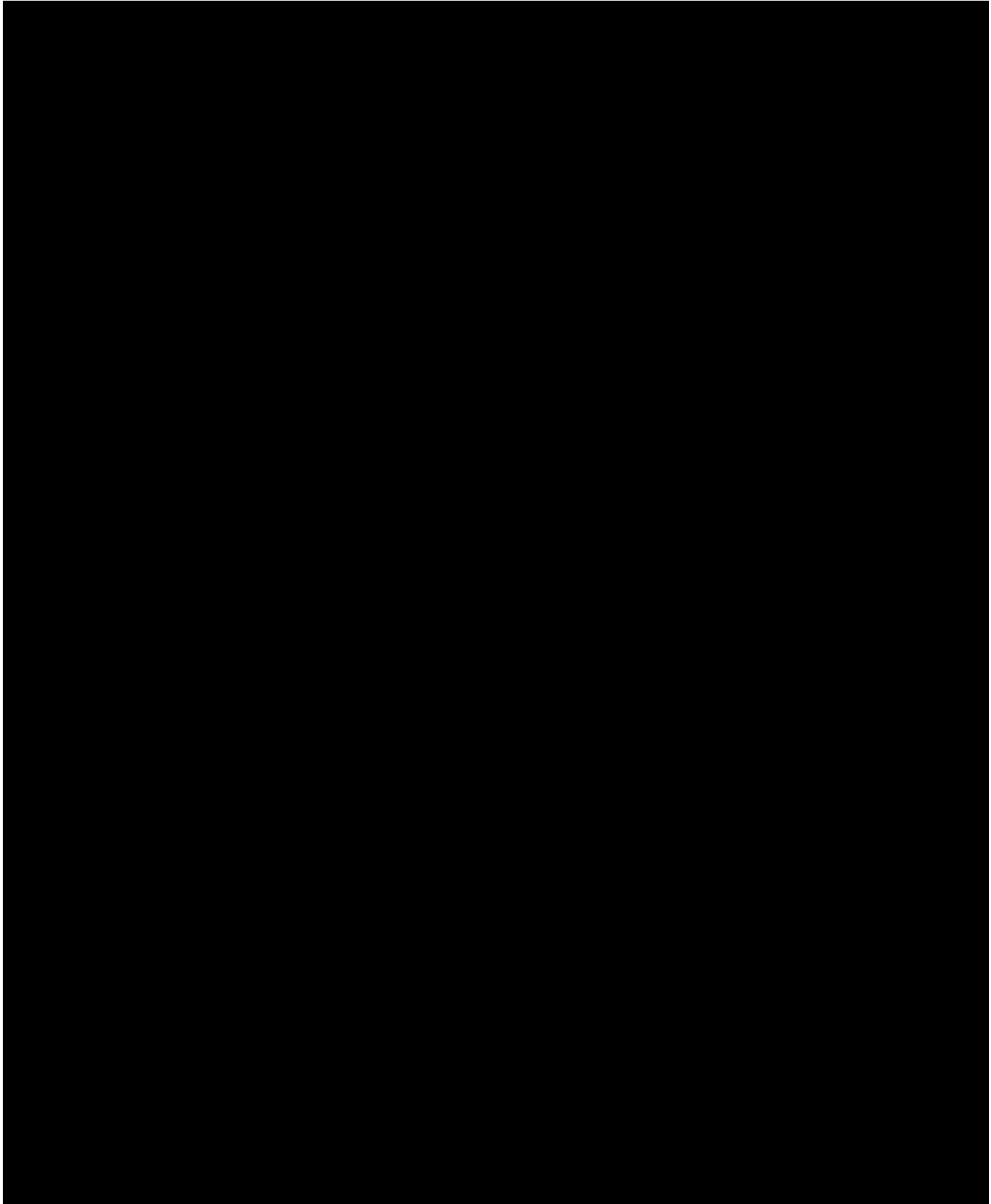
Proposed Staffing and Staffing Plan

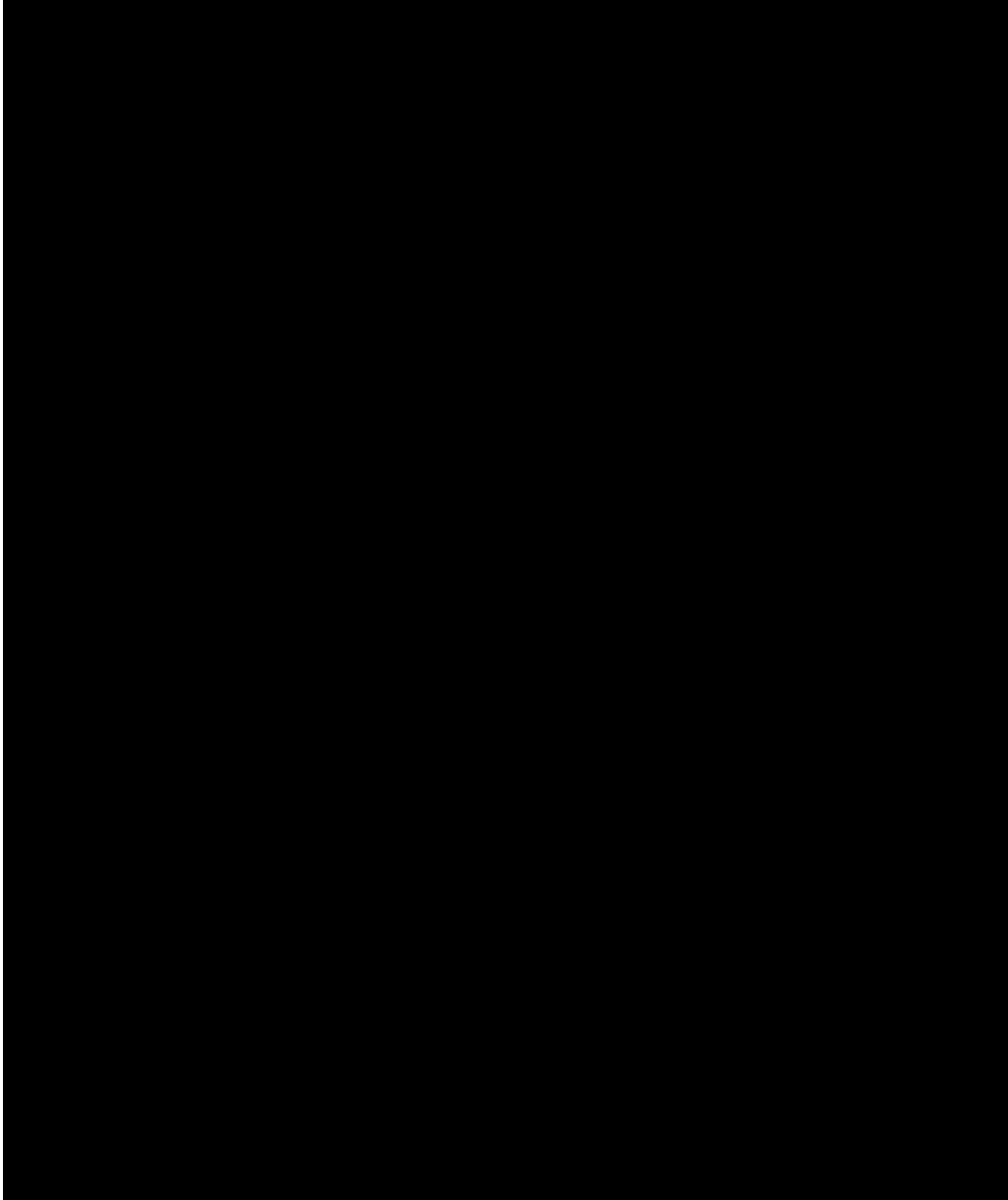
67. Proposed Staffing and Staffing Plan (RFP 2.36)

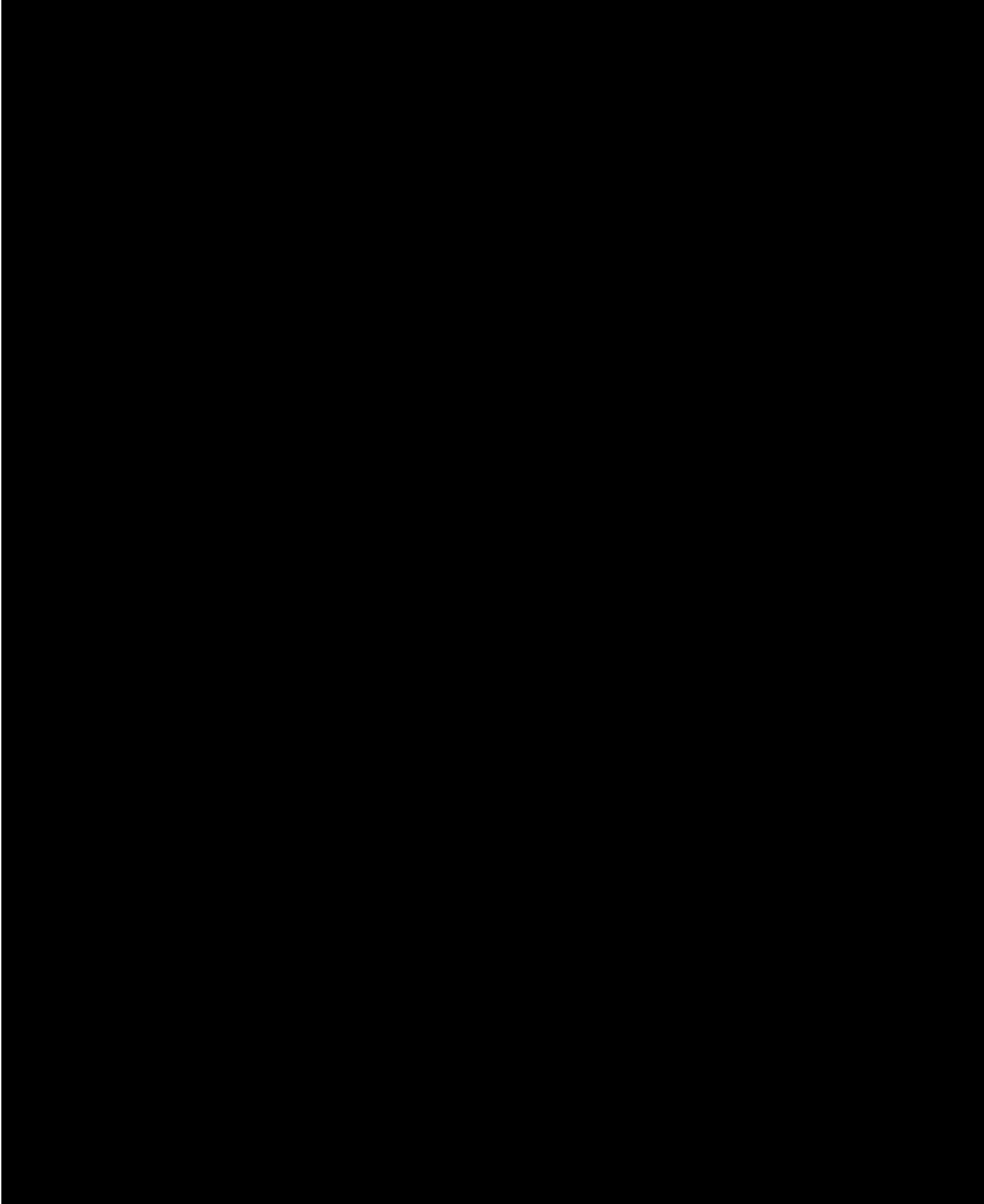


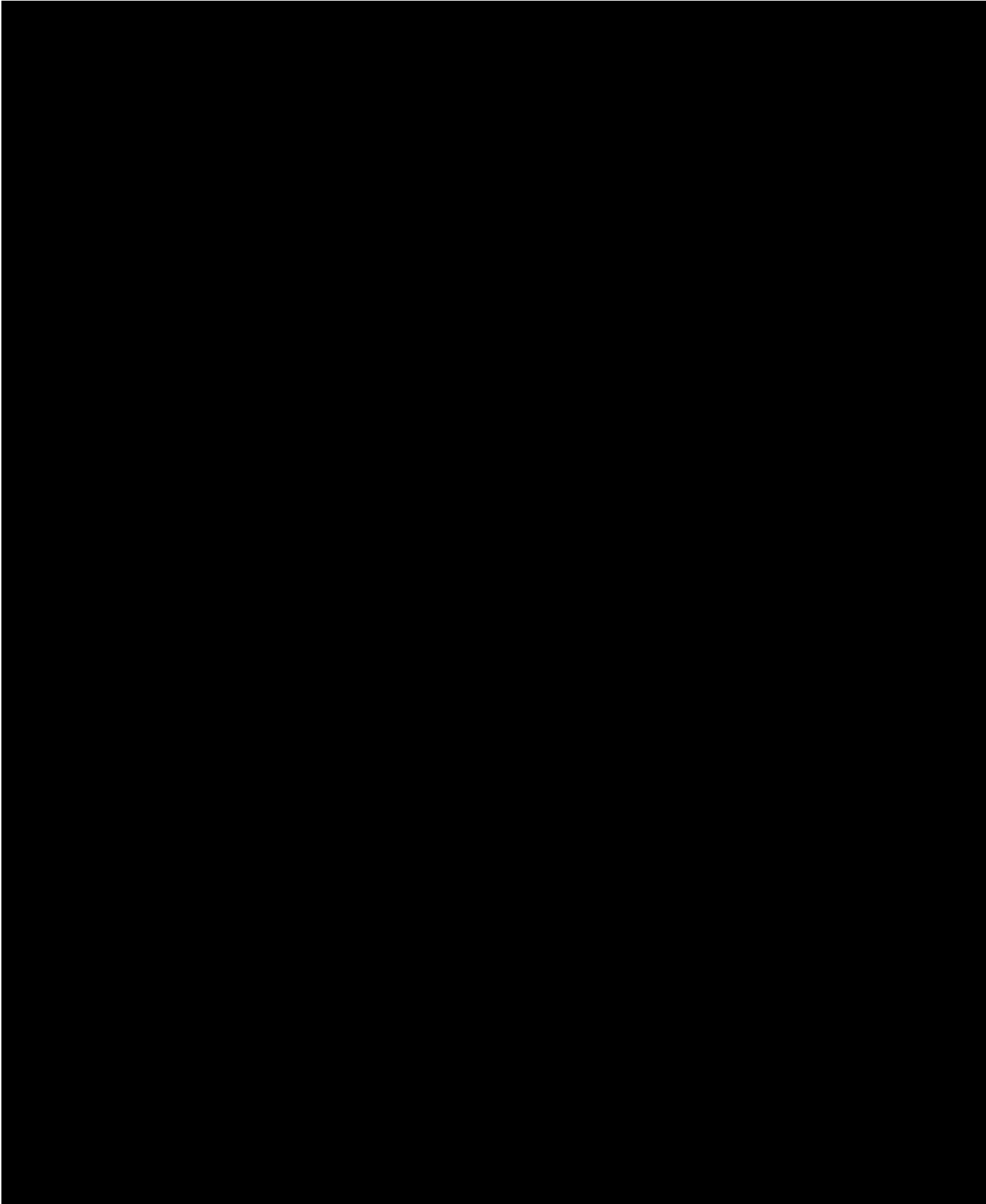


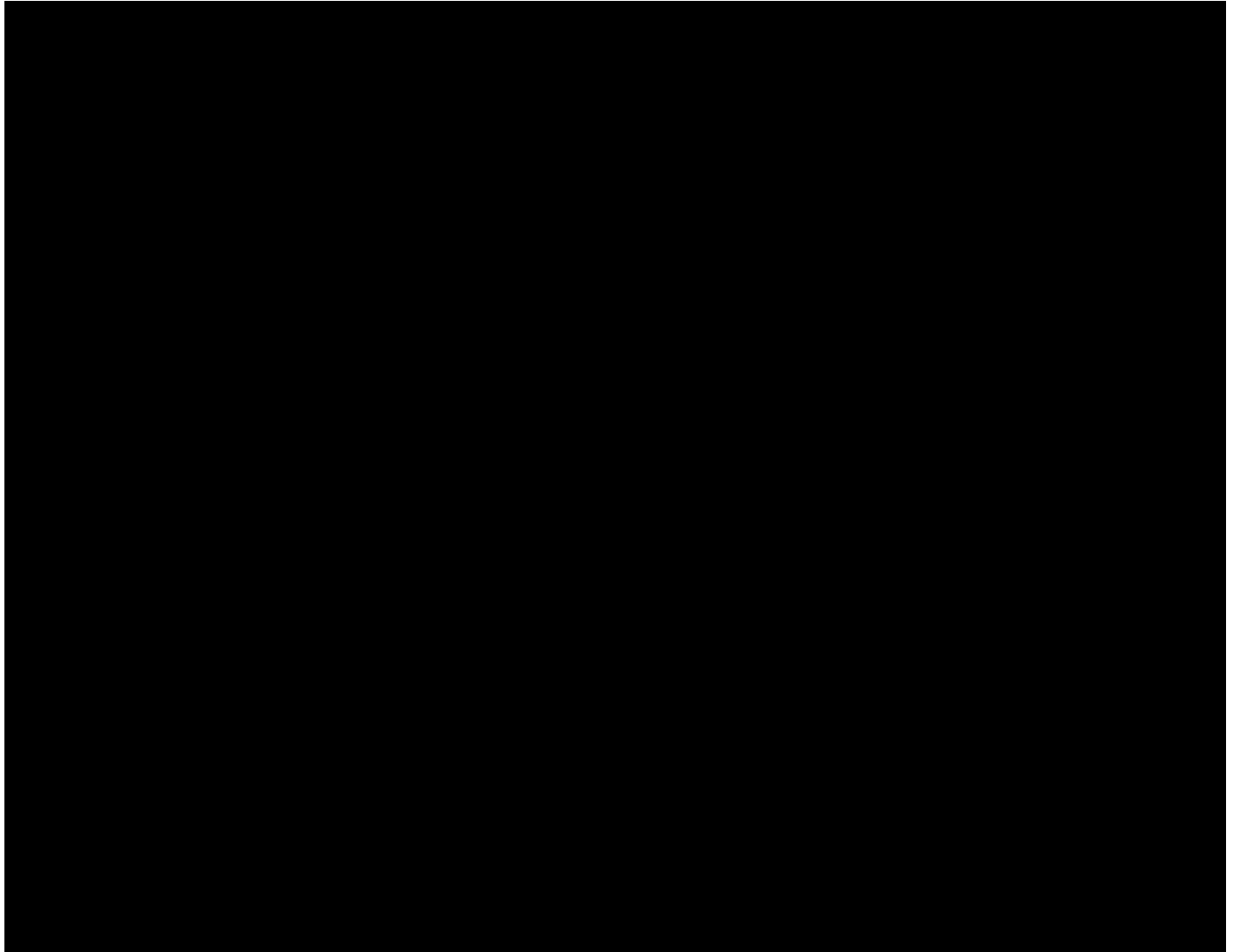


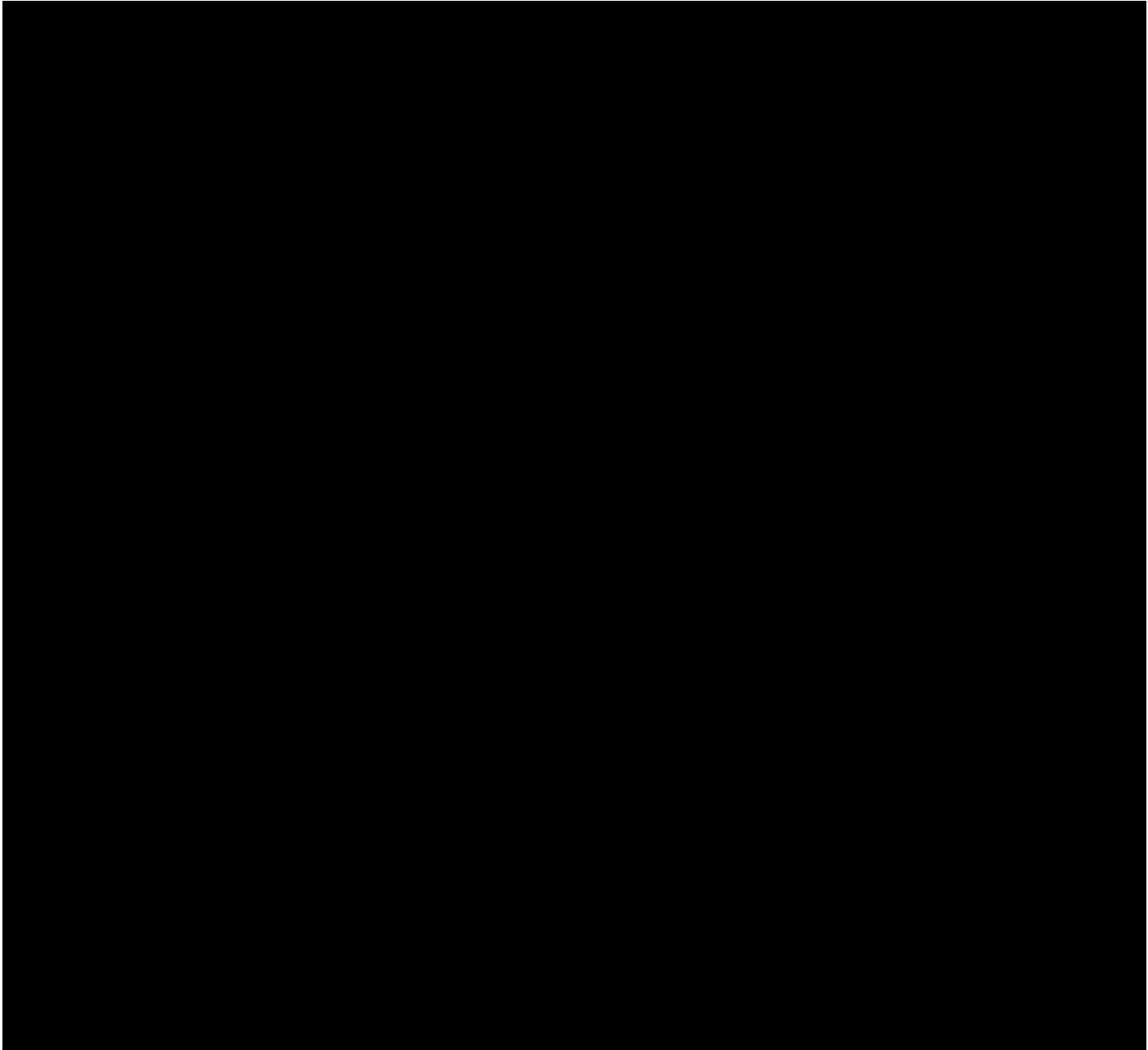


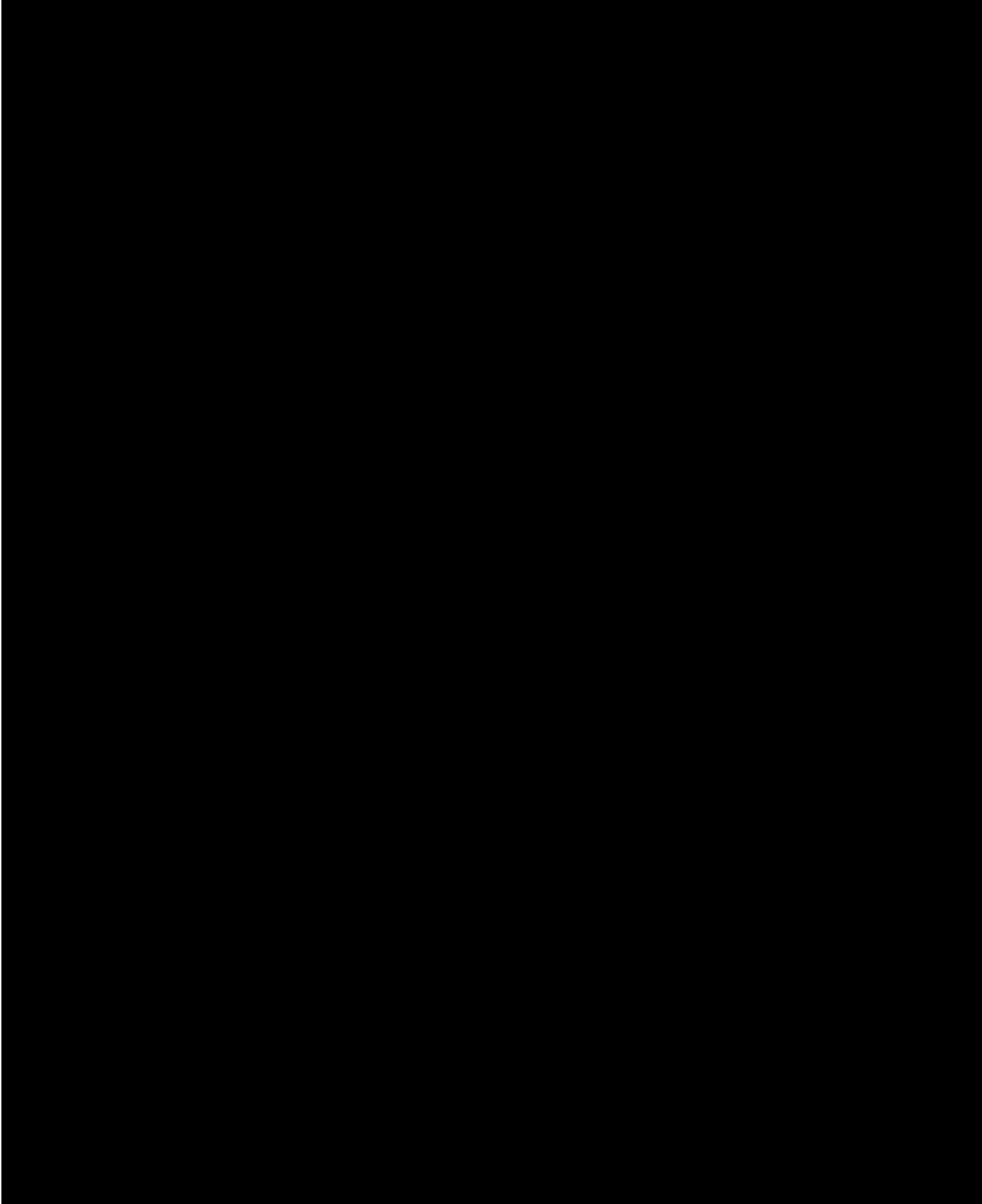


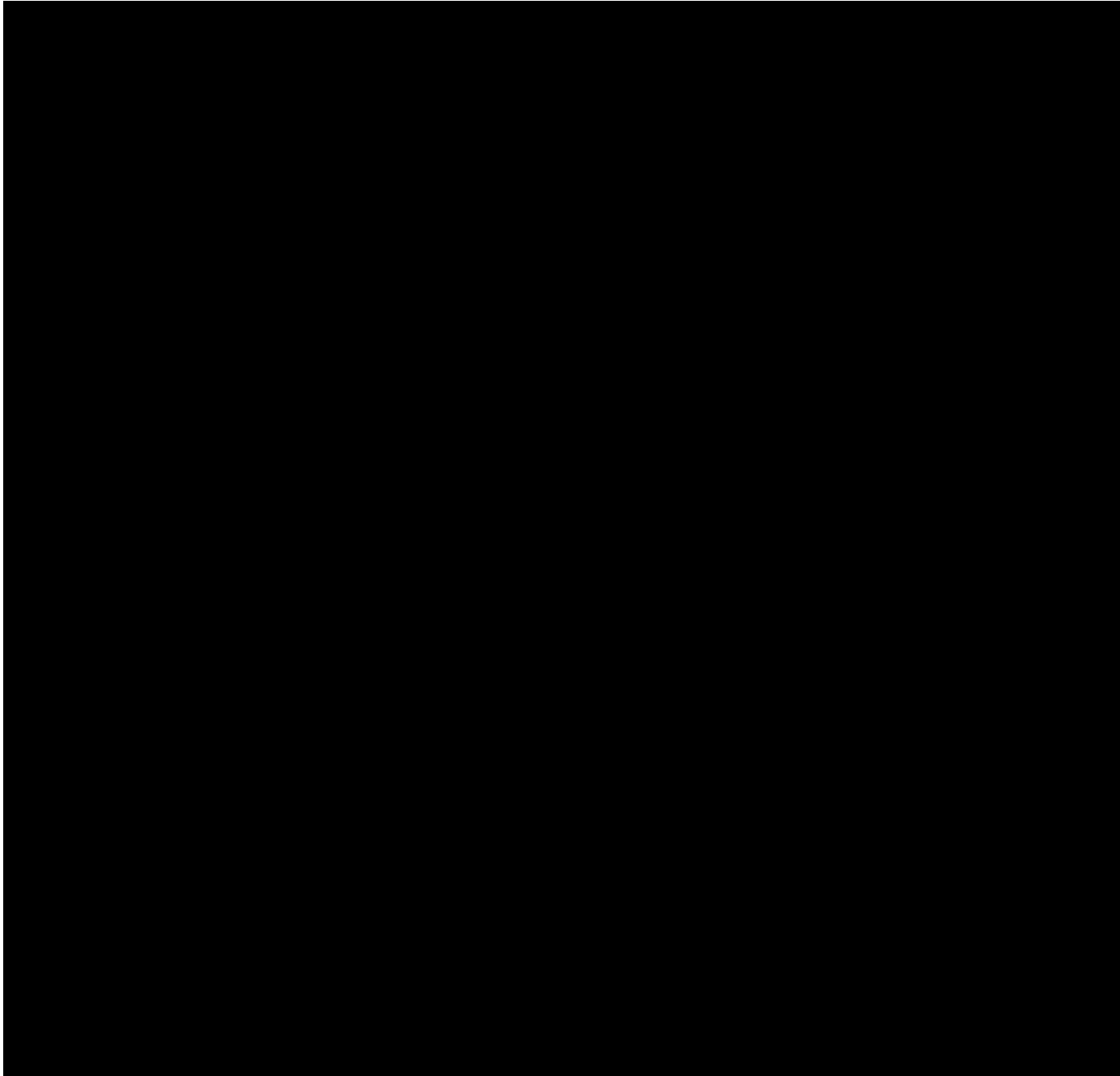


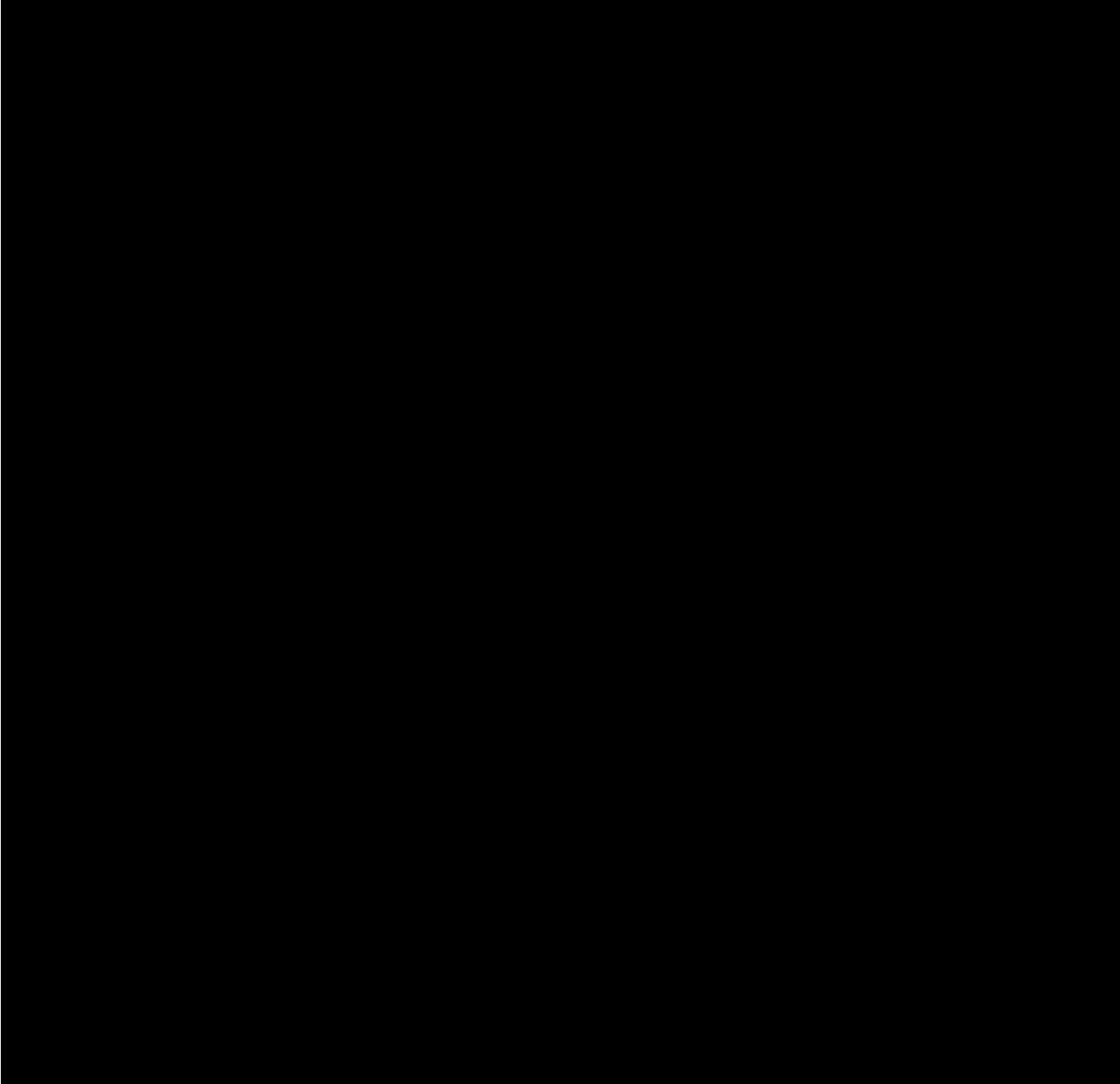


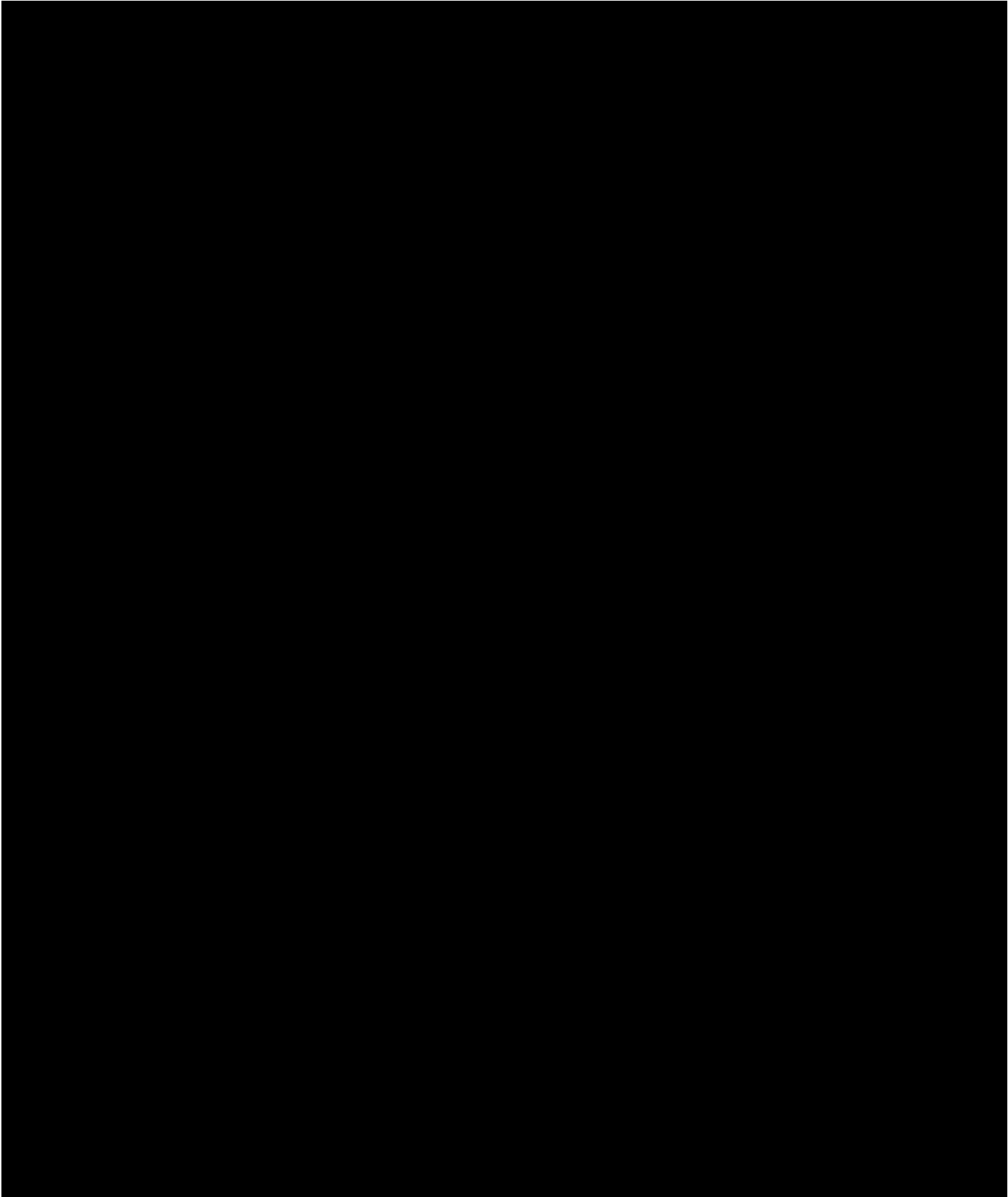


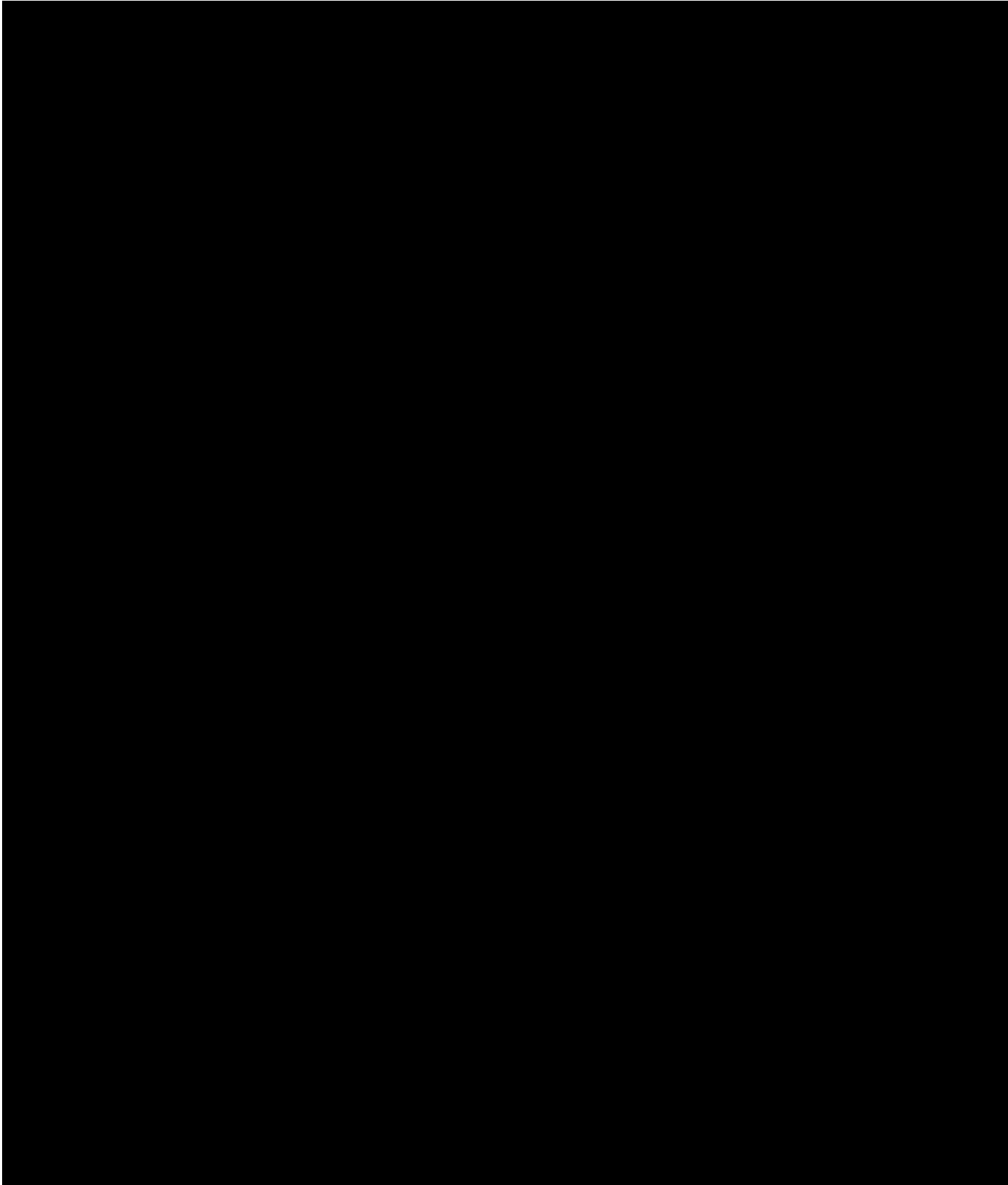


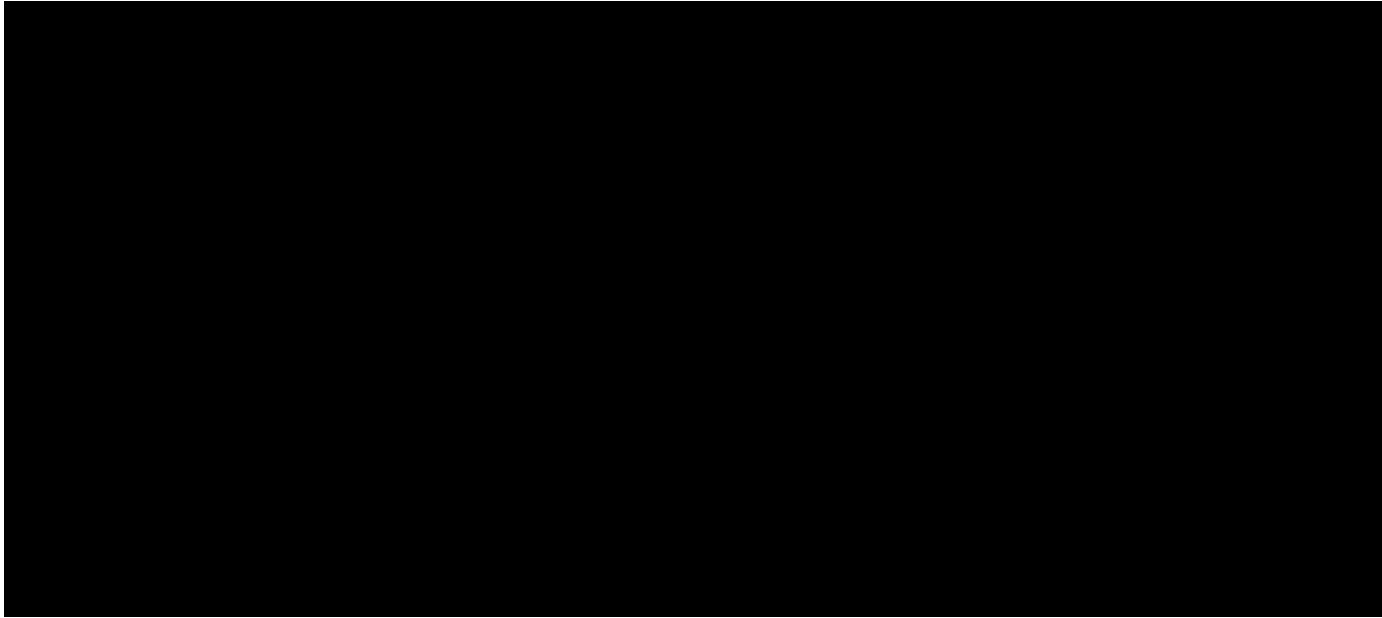












General Information

68. General Information (RFP 4.3(A)(1)(a) - Bidder Background Information)

(1) Name and address of business entity making the Proposal

Name: Interblock USA L.C.

Address: 1106 Palms Airport Drive, Las Vegas, Nevada 89119-3730

(2) Type of business entity (e.g., corporation, partnership, etc.);

Limited Liability Company

(3) Place of incorporation, if applicable;

Nevada

(4) Name and location of major offices, plants, and other facilities that relate to the Bidder's performance under the terms of this RFP;

Name: Interblock USA L.C.

Location: 1106 Palms Airport Drive, Las Vegas, Nevada 89119-3730

Bidder headquarters - refurbishment production, central warehouse

Name: Interblock d.d. (Bidder parent company)

Location Gorenjska cesta 23, 1234 Mengeš, Slovenia

Europe headquarters - development and production of gaming devices

Name: American Gaming and Electronics (Subcontractor)

Location: 223 Pratt St. Hammonton, NJ 08037

Subcontractor warehouse

(5) Name, address, and function of any and all subcontractors, associated companies, or consultants to be involved in any phase of this project;

Associated company:

Name: Interblock Luxury Gaming Products, d.d. (abbreviated Interblock d.d.)

Address: Gorenjska cesta 23, 1234 Menges, Slovenia

Function: Bidder parent company Interblock d.d. is developer, manufacturer and distributor of fully automated and semi-automated electromechanical and video electronic table gaming devices sold in US through its 100% owned subsidiary Interblock USA L.C.

Subcontractor:

Name: Aristocrat Technologies, Inc.

Address: 10220 Aristocrat Way, Las Vegas, NV 89135

Function: Installation, set up and testing of various types of products and networking systems.

Diagnosis and Repair of products.

Trouble shoot and make necessary repairs to electrical, electronic and mechanical assemblies.

Subcontractor:

Name: American Gaming and Electronics

Address: Corporate Headquarters: 223 Pratt St., Hammonton, NJ 08037

Office: 3250 W. Ali Baba Lane Suite B, Las Vegas, NV 89118

Function: Install/move/removes, configuration, game changes/updates, preventative maintenance

Subcontractor:

Name: Image Power Inc - **Certified MBE**

Address: 95 West Street, Annapolis, Maryland 21401

Function: Installation, set up and testing of various types of gaming products and networking systems

Diagnosis and Repair gaming products

Trouble shoot and make necessary repairs to electrical, electronic and mechanical assemblies

Subcontractor:

Name: Above and Beyond Talent Acquisition Inc - **Diversity Certified MBE**

Address: 48 Wall Street, 5th Floor, New York, NY 10005

Function: Field Service Staffing and Support for Installation, set up and testing of gaming products

Subcontractor:

Name: Integrated Staffing - **Certified Minority, Disadvantaged Women Owned**

Address: 463 Maple Avenue, Saratoga Springs, NY 12866

Function: Field Service Staffing and Support for Installation, set up and testing of gaming products

Subcontractor:

Name: CS1 Transportation USA LLC

Address: US Corporate Office – 955 W. Chandler Blvd, Suite #12, Chandler, AZ 85255

Function: Providing transportation and delivery of gaming product equipment for New York Lottery

Subcontractor:

Name: Studio37 d.o.o.

Address: Dunajska 119 Ljubljana, Slovenia

Function: Technical support for multimedia integrations for Bidder's Pulse Arena and Stadium (video wall) installations.

Subcontractor

Name: Thomas Scott Molina

Address: 1212 Shore Road, Linwood, New Jersey 08221

Function: Mr. Molina is, and will continue to, provide various consulting services for Interblock in New York State and will be Bidder's VP of New York Lottery Opeartion.

Consultant:

Name: Cordo & Co. LLC

Address: 119 Washington Ave. Suite 2C Albany, NY 12210

Function: Cordo & Co. LLC is providing various consulting services, including lobbying for the Bidder in New York State.

Consultant:

Name: KARV Communications

Address: 122 East 42nd Street, Suite 2005, NY 10168

Function: KARV Communications is involved in the preparation of Bidder's response to the New York State Gaming Commission Request for Proposals.

Consultant:

Name: Patrick Lewis Kehoe, Attorney at Law

Address: 950 St. David's Lane, Niskayuna, New York 12309

Function: Bidder's legal counsel with respect to certain procurement opportunities conducted by the NYS Gaming Commission, and/or any other business or regulatory matters related to RFP.

(6) Name, address, telephone number, and e-mail address of Bidder's representative to contact regarding all contractual matters concerning this Proposal;

Name: John J. Connelly, IV
Title: CEO of Interblock
Business Address: Interblock USA L.C.,
1106 Palms Airport Drive, Las Vegas, Nevada 89119-3730
Telephone Number: (702) 260 1384
Cell number (702) 234 3531
E-mail: john.connelly@interblockgaming.com

(7) Name, address, telephone number and e-mail address of Bidder's representative authorized to bind the organization to the terms and conditions of its Proposal;

Name: John J. Connelly, IV
Title: CEO of Interblock
Business Address: Interblock USA L.C.,
1106 Palms Airport Drive, Las Vegas, Nevada 89119-3730
Telephone Number: (702) 260 1384
Cell number: 702) 234 3531
E-mail: john.connelly@interblockgaming.com

(8) Name, address, telephone number, and e-mail address of Bidder's representative to contact regarding arrangements for site visits or demonstrations, if required;

Name: John J. Connelly, IV
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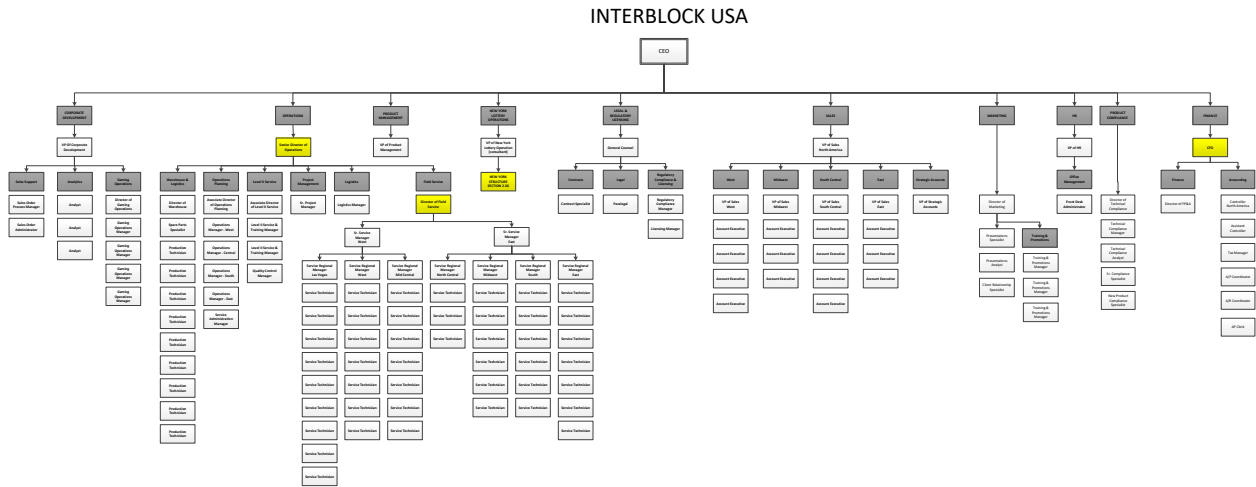
(9) Bidder's Federal Employer Identification Number;

03-0449695

Organizational Chart by Staff Title

69. Organizational Chart by Staff Title (RFP 4.3(A)(1)(a) (10))

Figure: 69.1



Please see addendum 1.3

Mission, Culture and Guiding Philosophy

70. Mission, Culture and Guiding Philosophy (RFP 4.3 (A)(1) (a)(11))

Casino operators worldwide know Interblock® as a leading developer and supplier of luxury electronic table gaming products. Our multi-player gaming devices constantly set industry standards and provide superior luxury interactive entertainment experiences for our customers' players.

The Interblock brand is globally recognized for reliable, quality gaming solutions and efficient technical support in 169 jurisdictions, whereas the Bidder on its own is licensed in 146 jurisdictions. Interblock® offers an exclusive collection of fully and semi-automated electronic gaming products and video gaming solutions with superior product performance for any kind of modern gambling facility to provide customers with a one-of-a-kind and unforgettable gaming experience. Interblock Group's multiplayer gaming machines are setting new industry standards and are becoming increasingly popular.

The Mission - Superiority Of Products And Services

Interblock is committed to the development of high-quality luxury gaming products with a premium appearance and world-class customer service that build lifelong customer relationships and satisfaction. Interblock is on a mission to become a key partner to companies specializing in gambling activities in all of the world's gaming jurisdictions.

To achieve its mission, Interblock Group has set a number of strategic objectives:

1. To remain the leading manufacturer in the Electronic Table Games segment.
2. To establish regional product differentiation.
3. To provide the most innovative gaming solutions and products.
4. Understand customer needs, business environments and trends as well as the specifics of individual markets.
5. To retain and increase market shares in existing sales markets and enter new sales markets and product segments in line with changes in gaming legislation.
6. Develop a long-term lease of gaming product business and maintain low rates of removal of existing leased products.
7. Remain one of the most desirable employers within the global gaming industry and increase employee satisfaction.
8. Continuous education of staff and development of their skills and potential.
9. Grow the number of employees in line with the growth of revenues and business activities while adjusting the company's operations to short-term business goals.
10. Unify global processes throughout the Interblock Group of companies.

Achieving those strategic objectives strengthens the vision of Interblock to be the leading supplier of electronic table games around the world and to provide customers with the highest levels of innovation, service, technology, and products, helping them remain competitive within an ever-changing market.

Our Vision

As stated above, Interblock's vision is to be the leading supplier of electronic table games in the US and provide customers with the highest levels of innovation, service, technology, and products to helping them remain competitive within an ever-changing market.

Culture and Guiding Philosophy

Interblock is committed to creating a workplace of inclusion and respect that is a safe and supportive working environment for all employees. Discrimination and unlawful harassment are contrary to the culture we wish to create, and are not tolerated. Also, we recognize the importance of a diverse workforce. Pursuant to Equal Employment Opportunity laws, employees come from many racial, ethnic, and cultural backgrounds, and this diversity is viewed as an important and valuable part of Interblock's culture. All employees are to respect the diverse cultural values, customs, experiences, and languages that their co-workers may bring to the workplace.

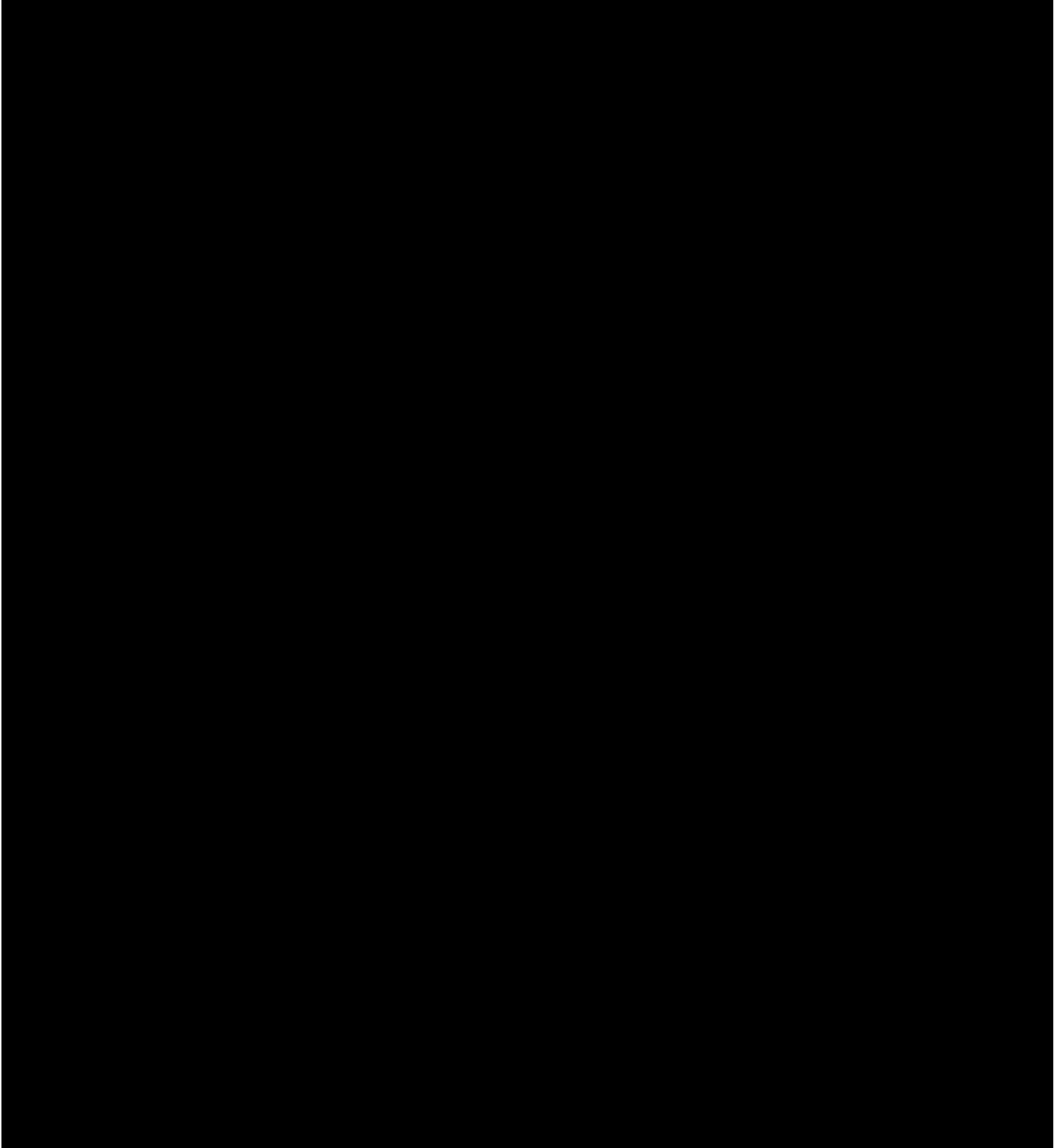
Failure to do so may create an atmosphere of inferiority, isolation, or intimidation, and may create a perception of discrimination, harassment, or retaliation. As part of its commitment to an inclusive workplace, Interblock conducts regular compliance training and an annual assessment of its Policy against Discrimination, Harassment, and Retaliation and related procedures to ensure we effectively address and educate team members about these issues and encourage timely reporting. Communication and education regarding this policy commence with employment and continues annually thereafter.

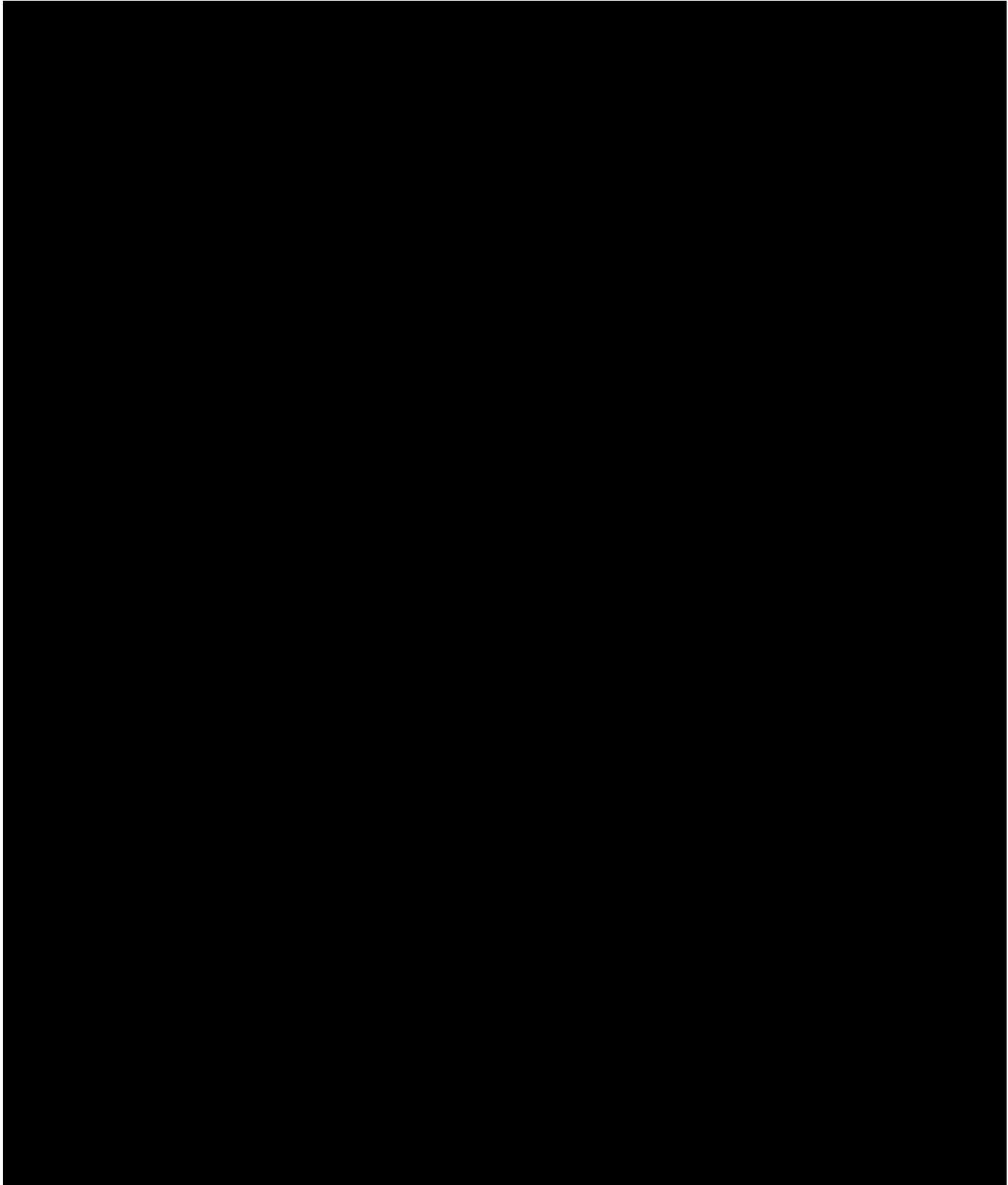
Interblock is also dedicated to providing a safe, healthy, and productive work environment. Consistent with this commitment, our Drug and Alcohol-Free Workplace policy establishes the Bidder's intent to maintain a drug and alcohol-free workplace. Using or being under the influence of alcohol or illegal drugs (as classified under federal, state, or local laws), including marijuana, while on the job poses serious health and safety risks to employees and others, and is not tolerated.

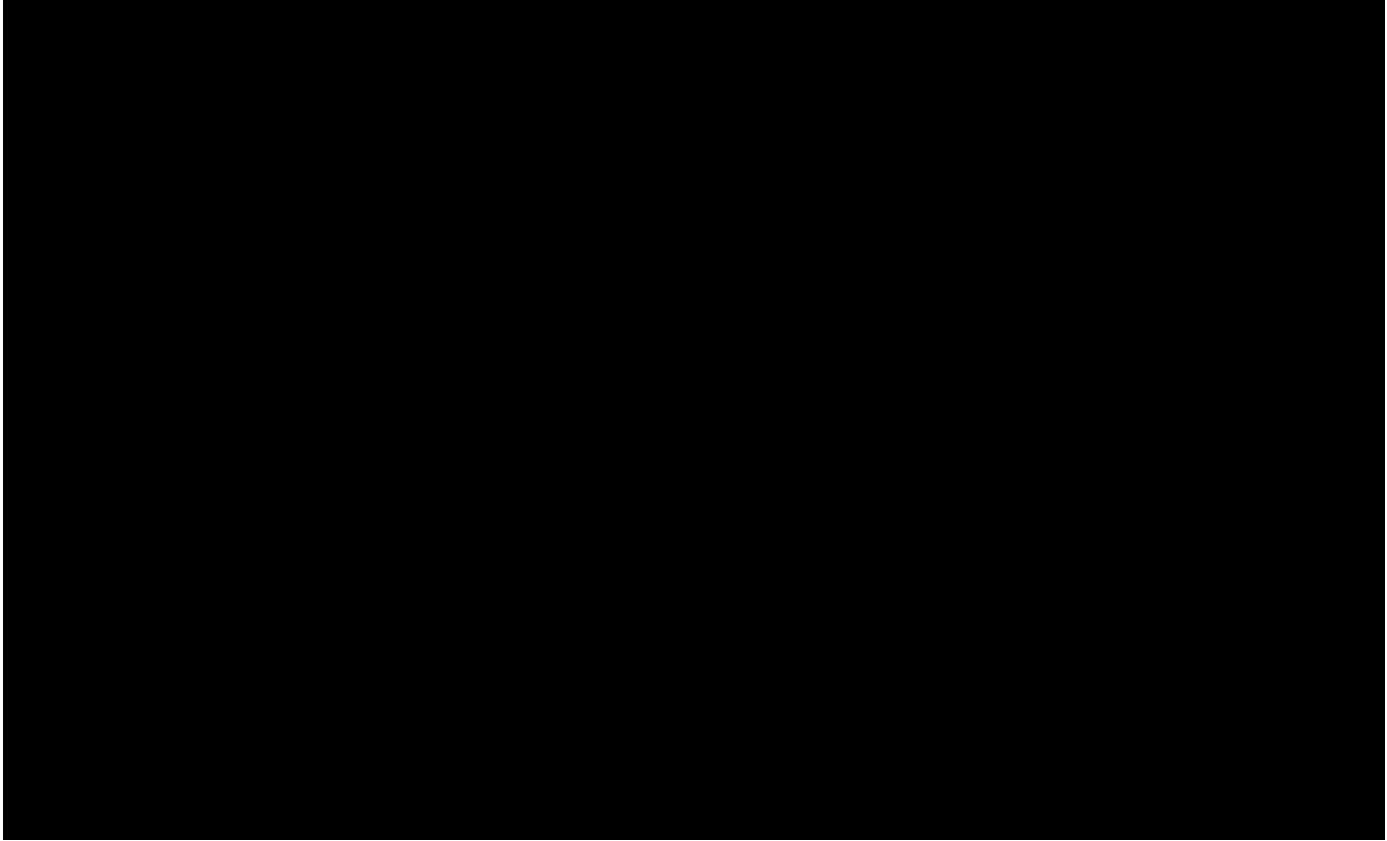
Interblock promotes an open-door policy, making every employee aware that their work-related concerns should be reported in a timely manner, so they can be addressed and resolved accordingly. In case an employee is uncomfortable discussing the problem according to the established procedure, our open-door policy encourages employees to discuss their problem with any member of management with whom they are comfortable. Related to that is our Non-Retaliation policy, whereby the Bidder expressly prohibits retaliation against any individual who makes a complaint of a violation under its policies or against anyone who assists in the investigation of such complaints.

Hiring Practices, Including Suitability Standards

71. Hiring Practices, Including Suitability Standards (RFP 4.3(A)(1)(a)(12))

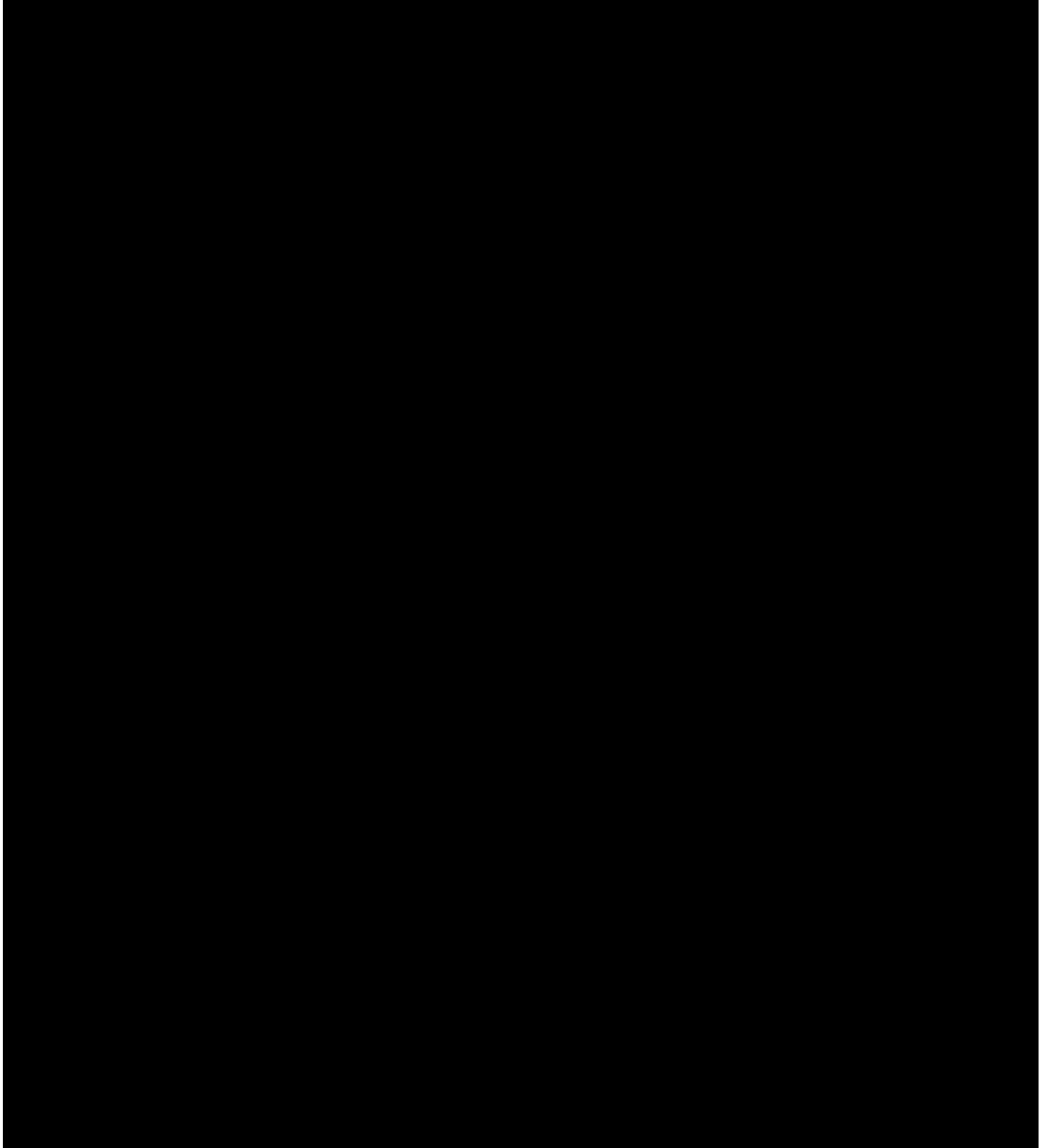


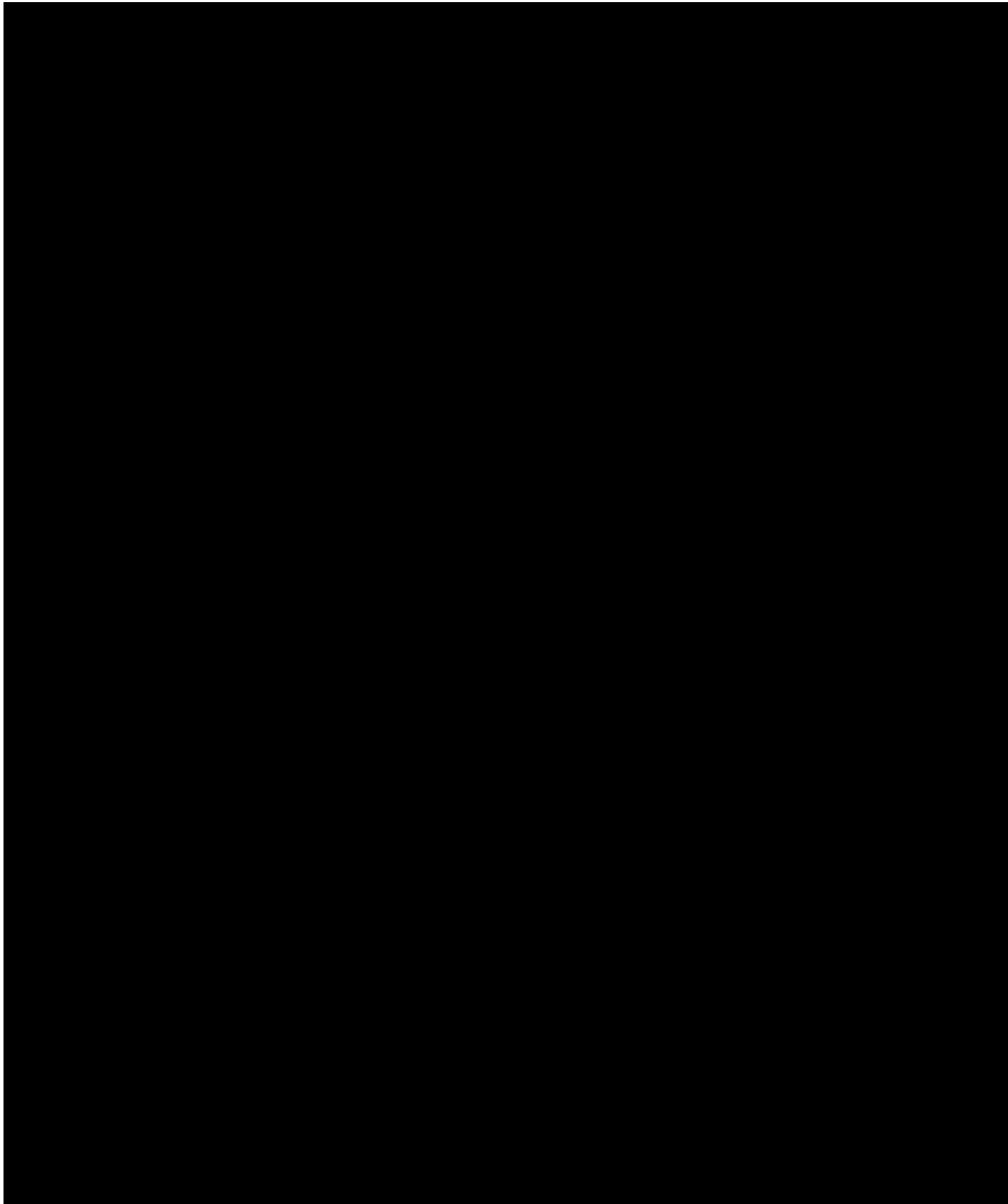


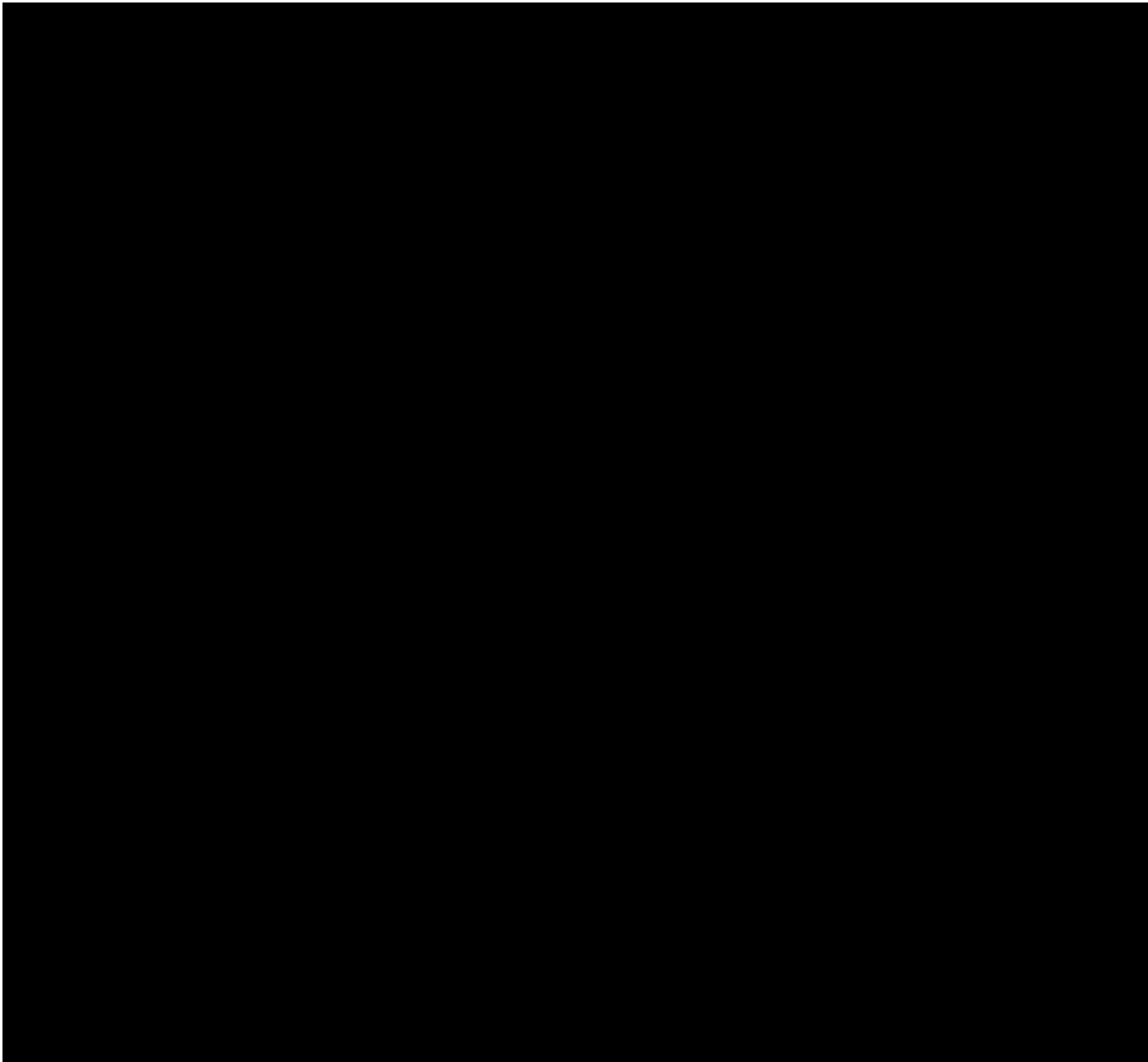


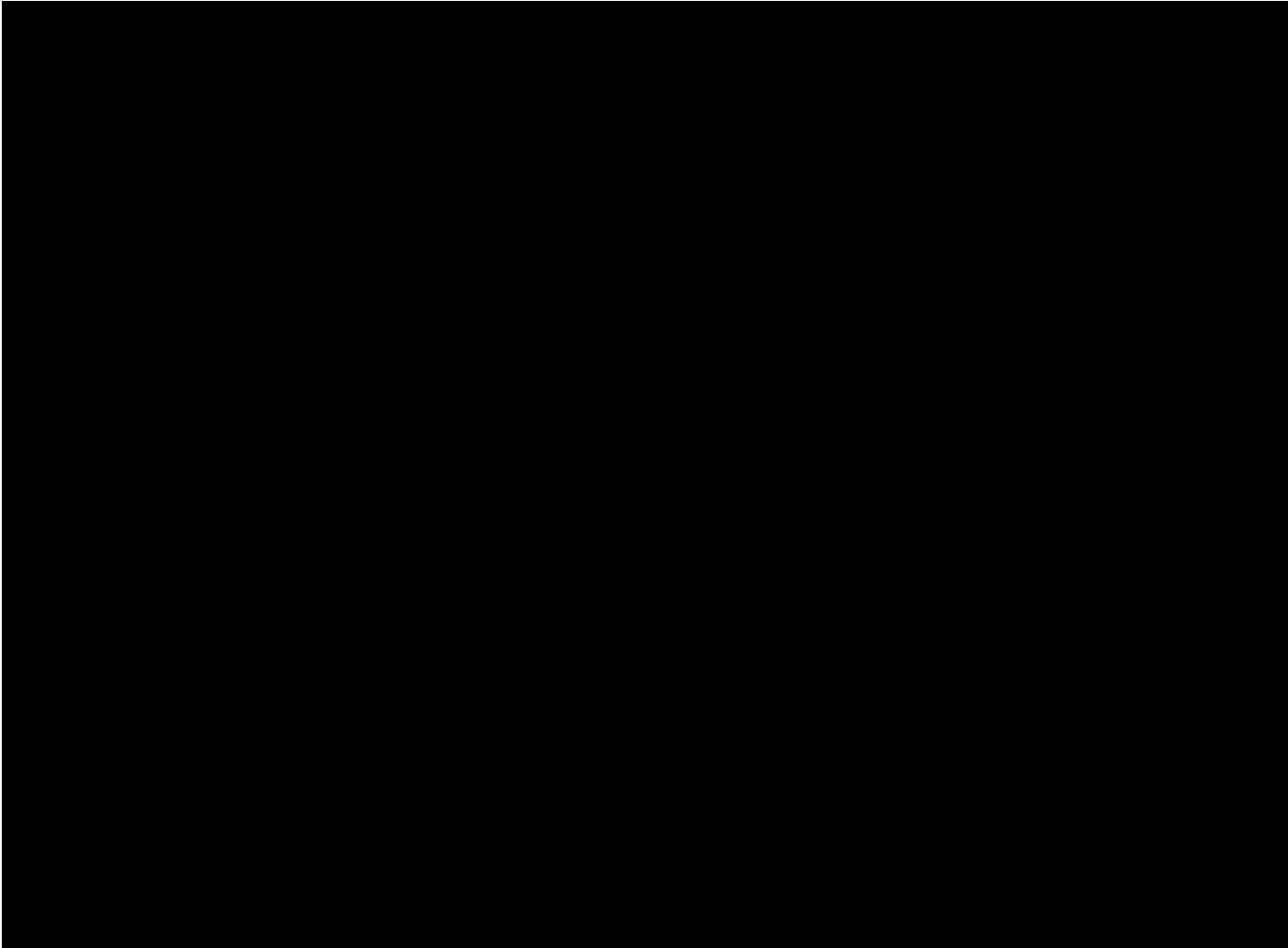
Bidder's Strengths in Relation to Work Defined in RFP

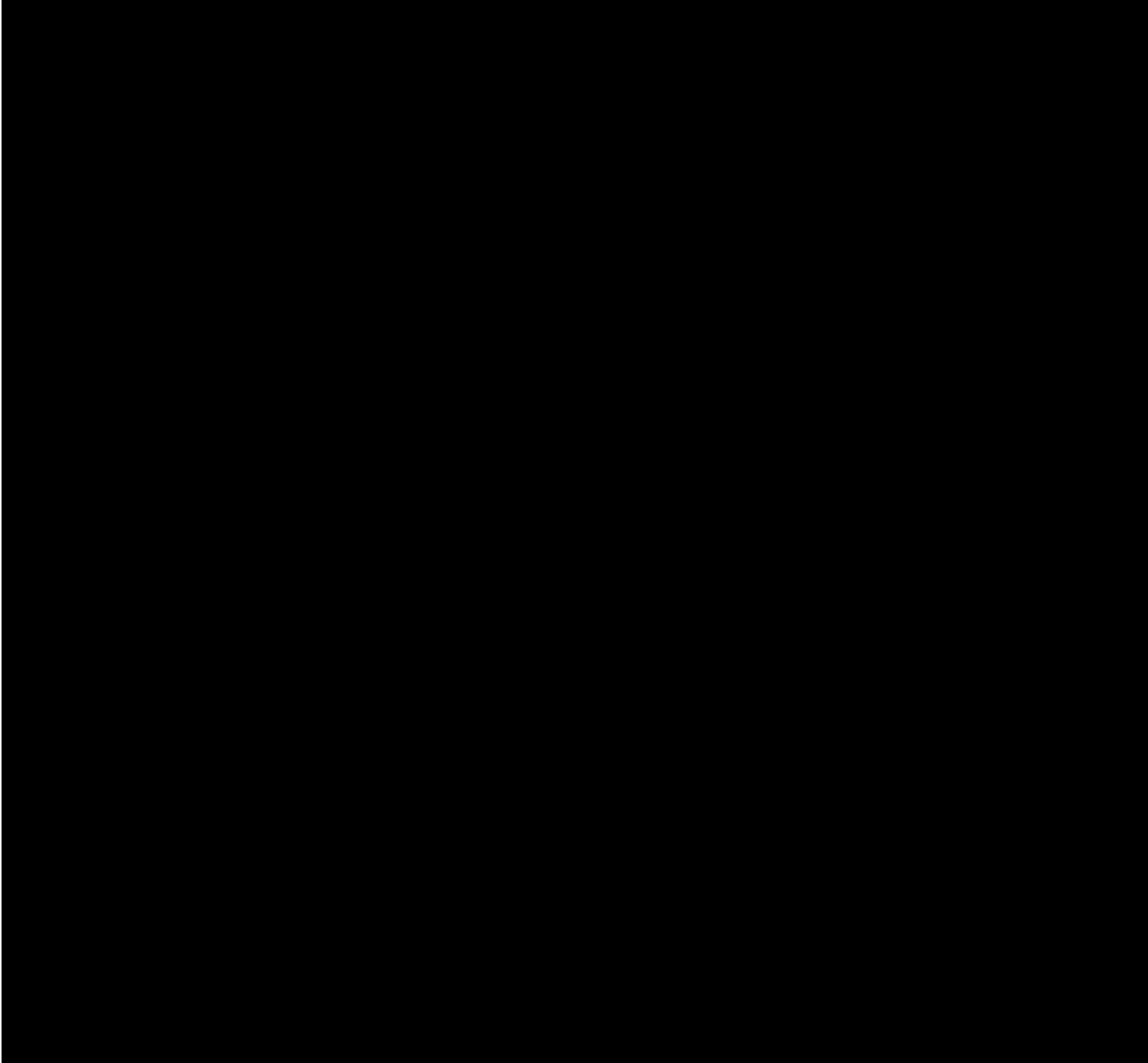
72. Bidder's Strengths in Relation to Work Defined in RFP (RFP 4.3(A)(1)(a)(13))

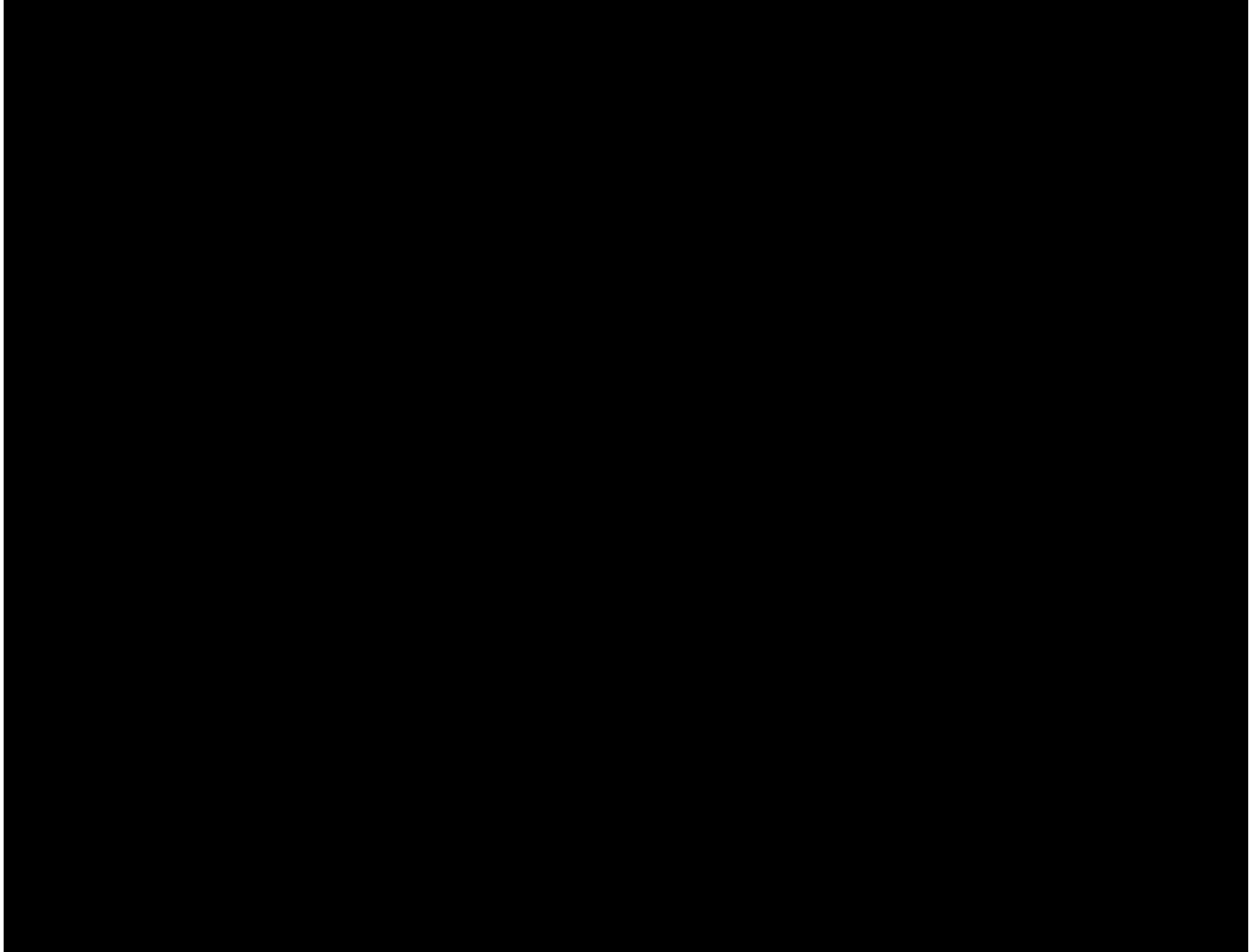


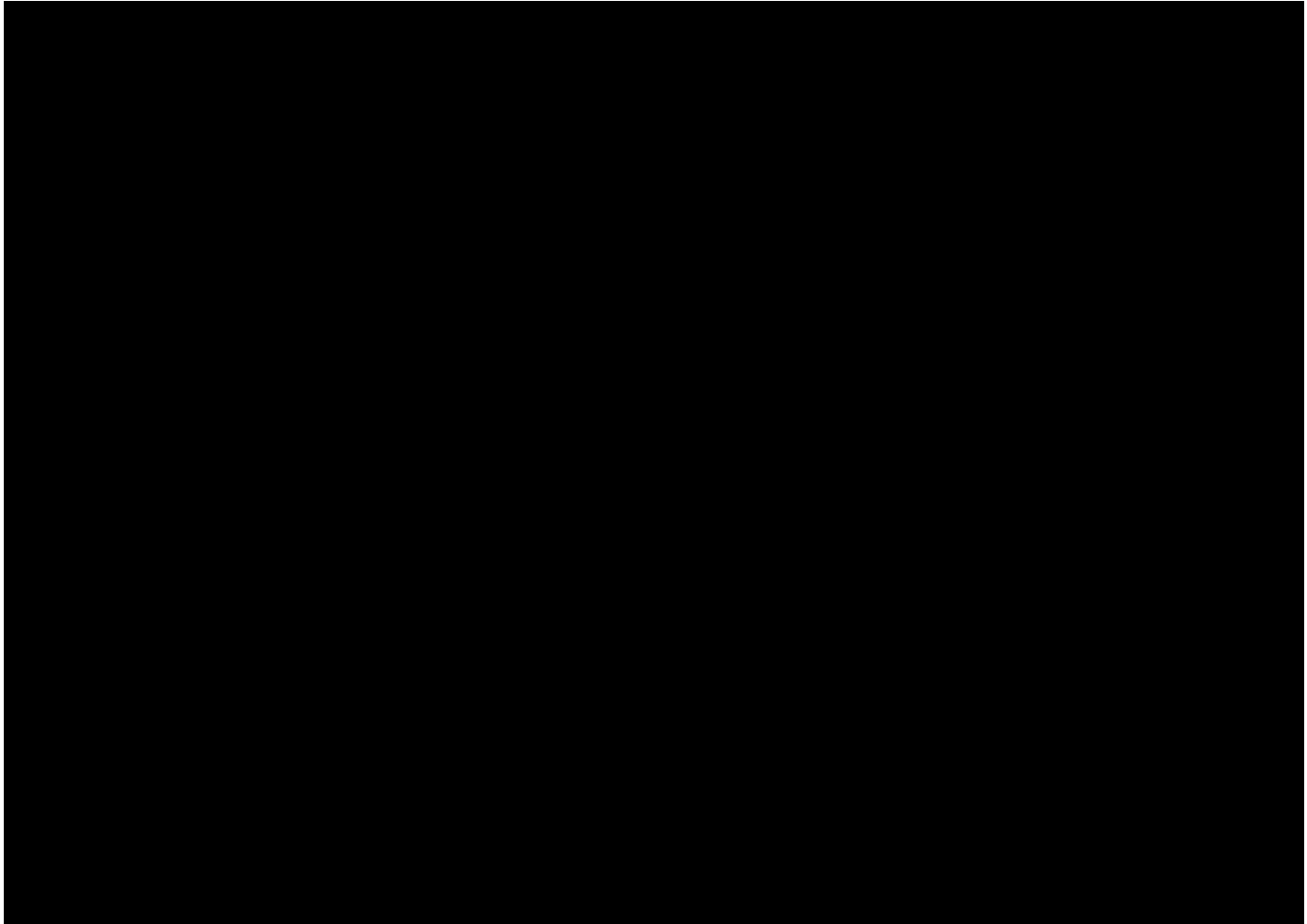


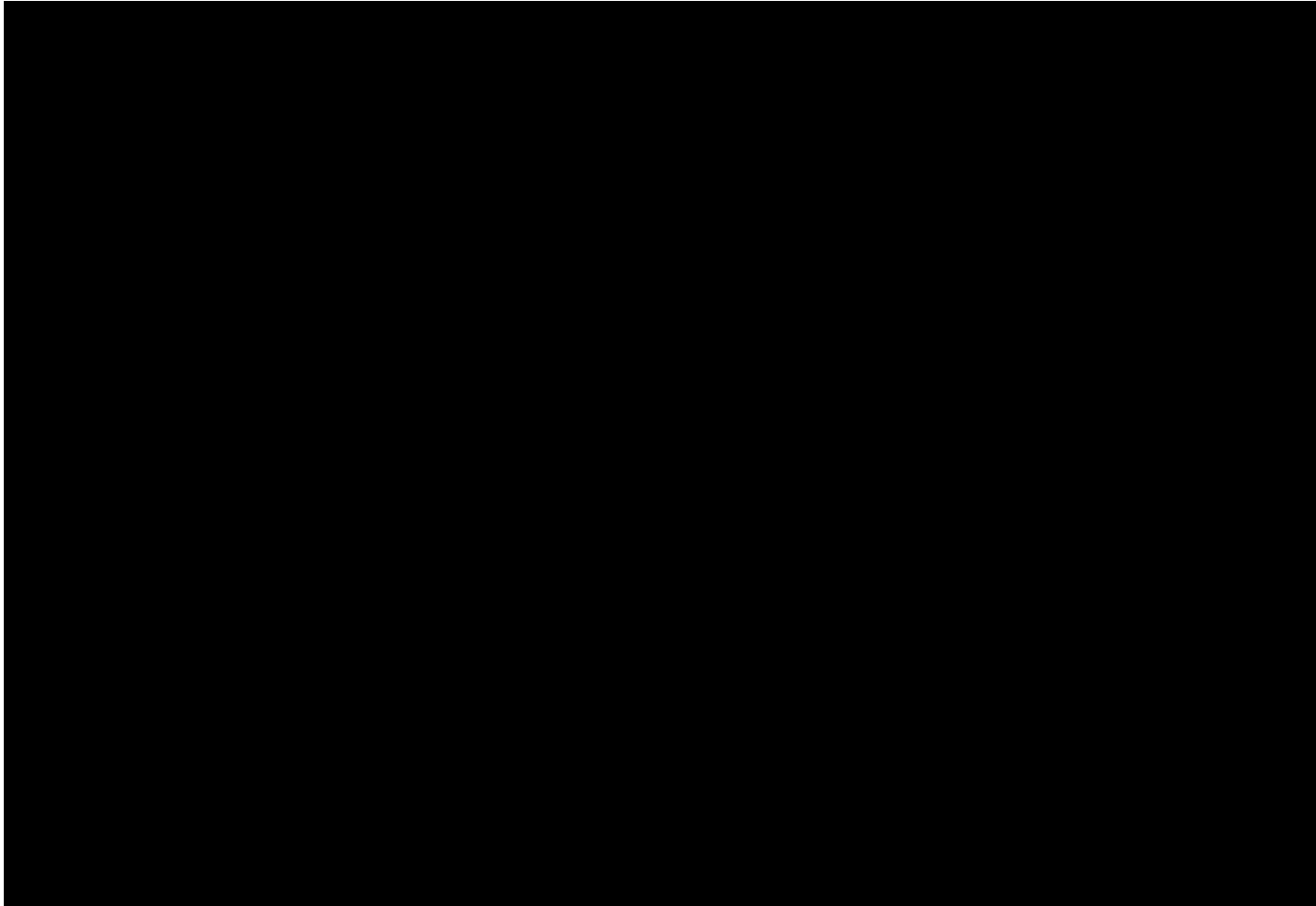


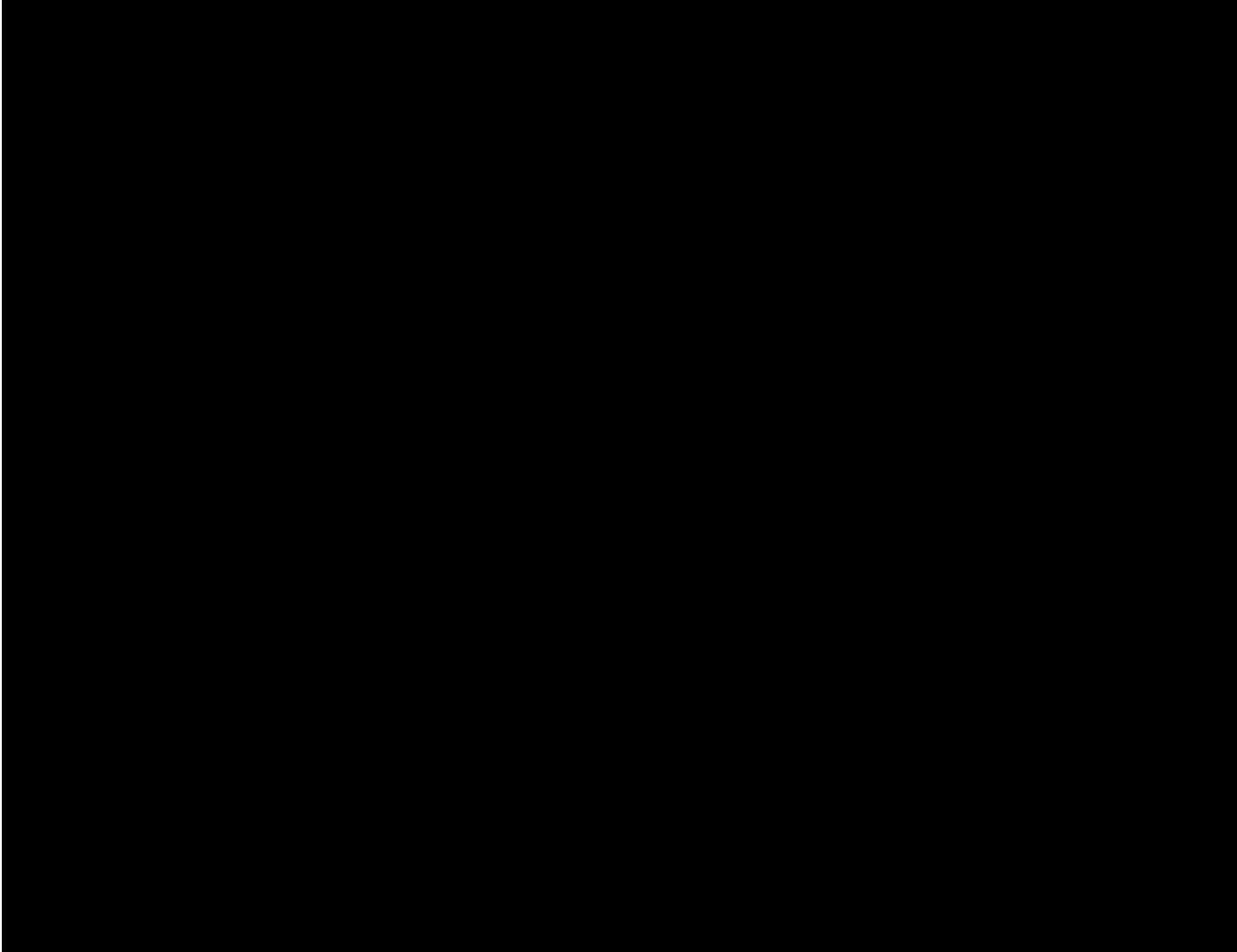


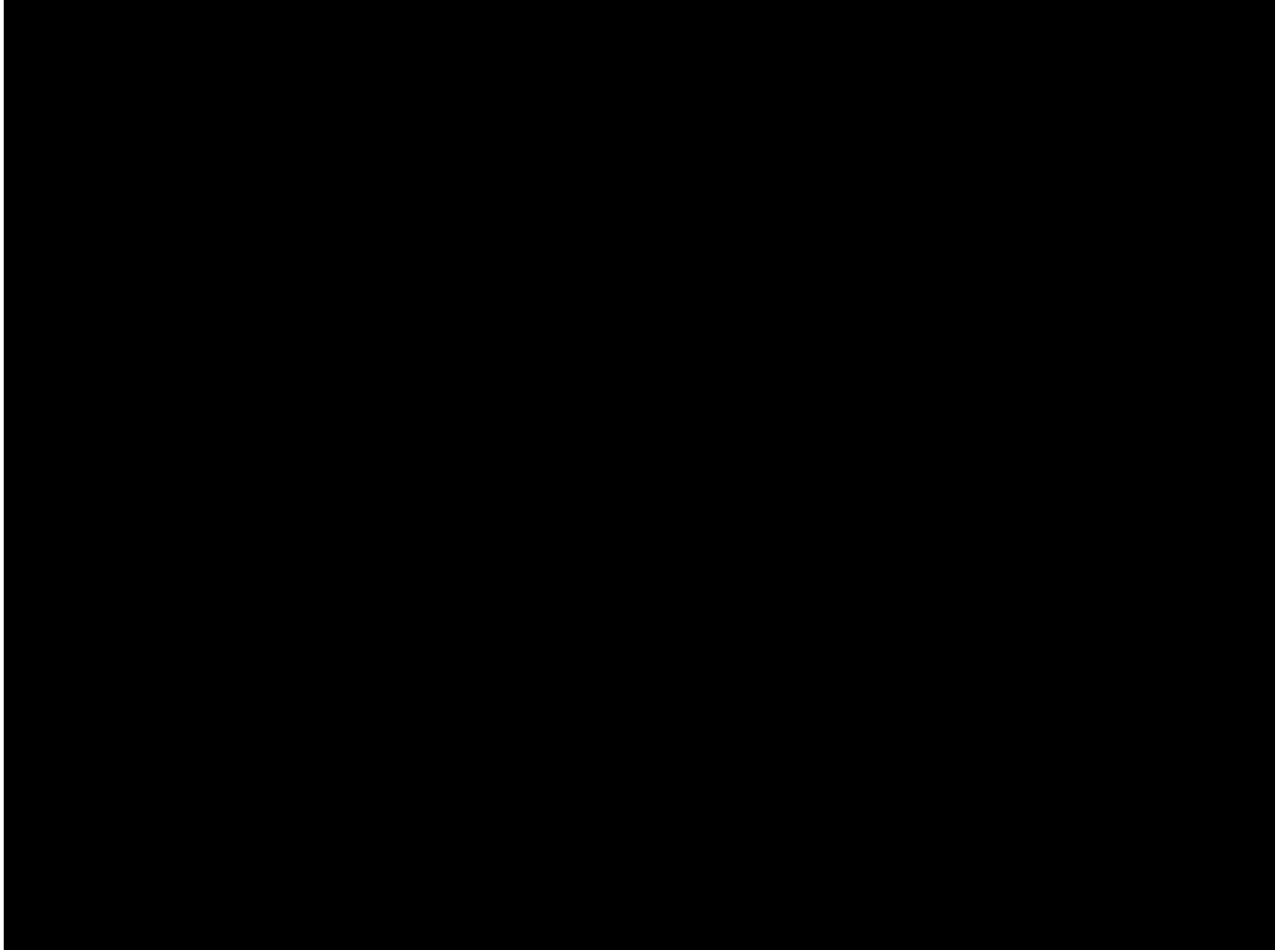


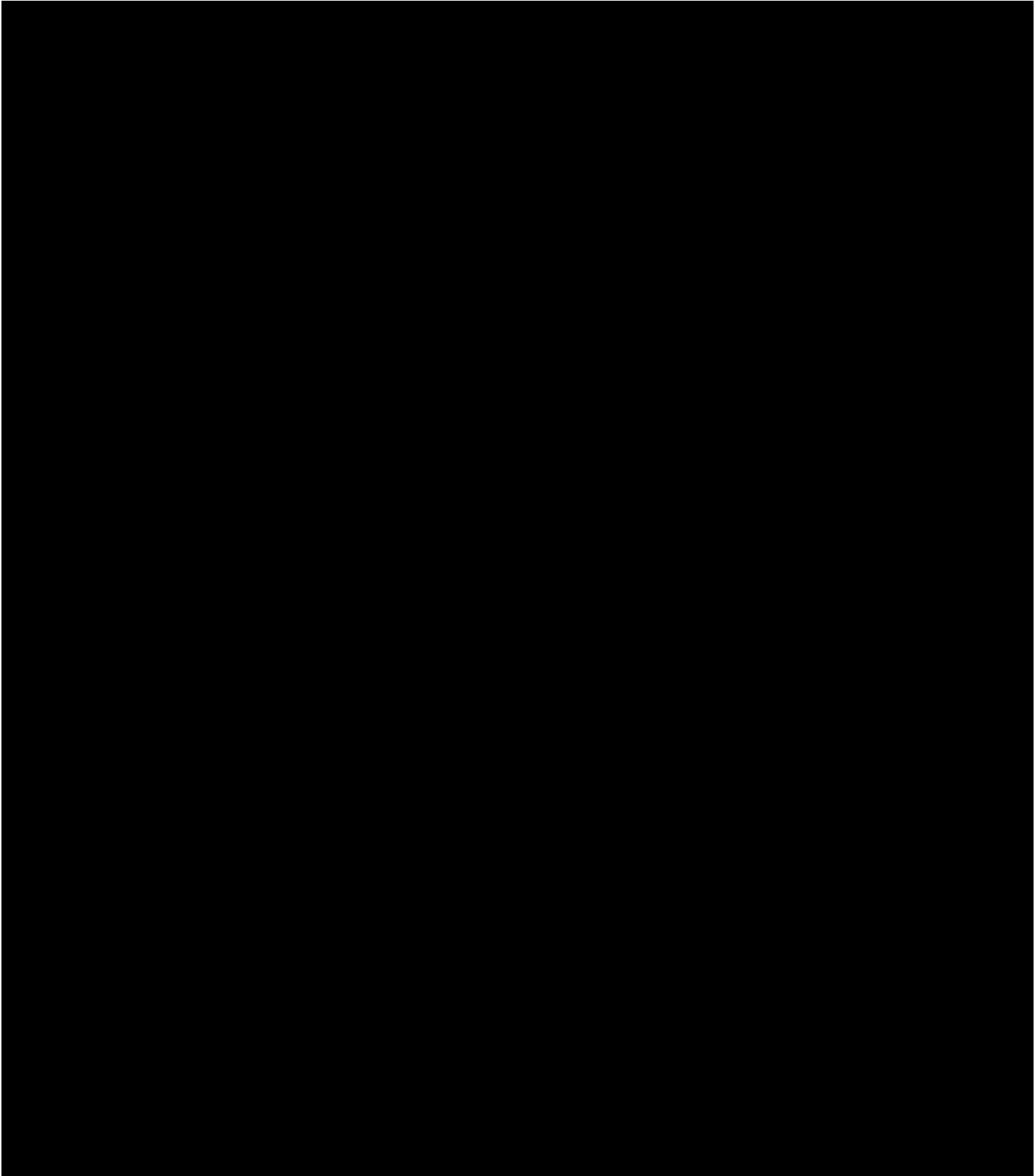


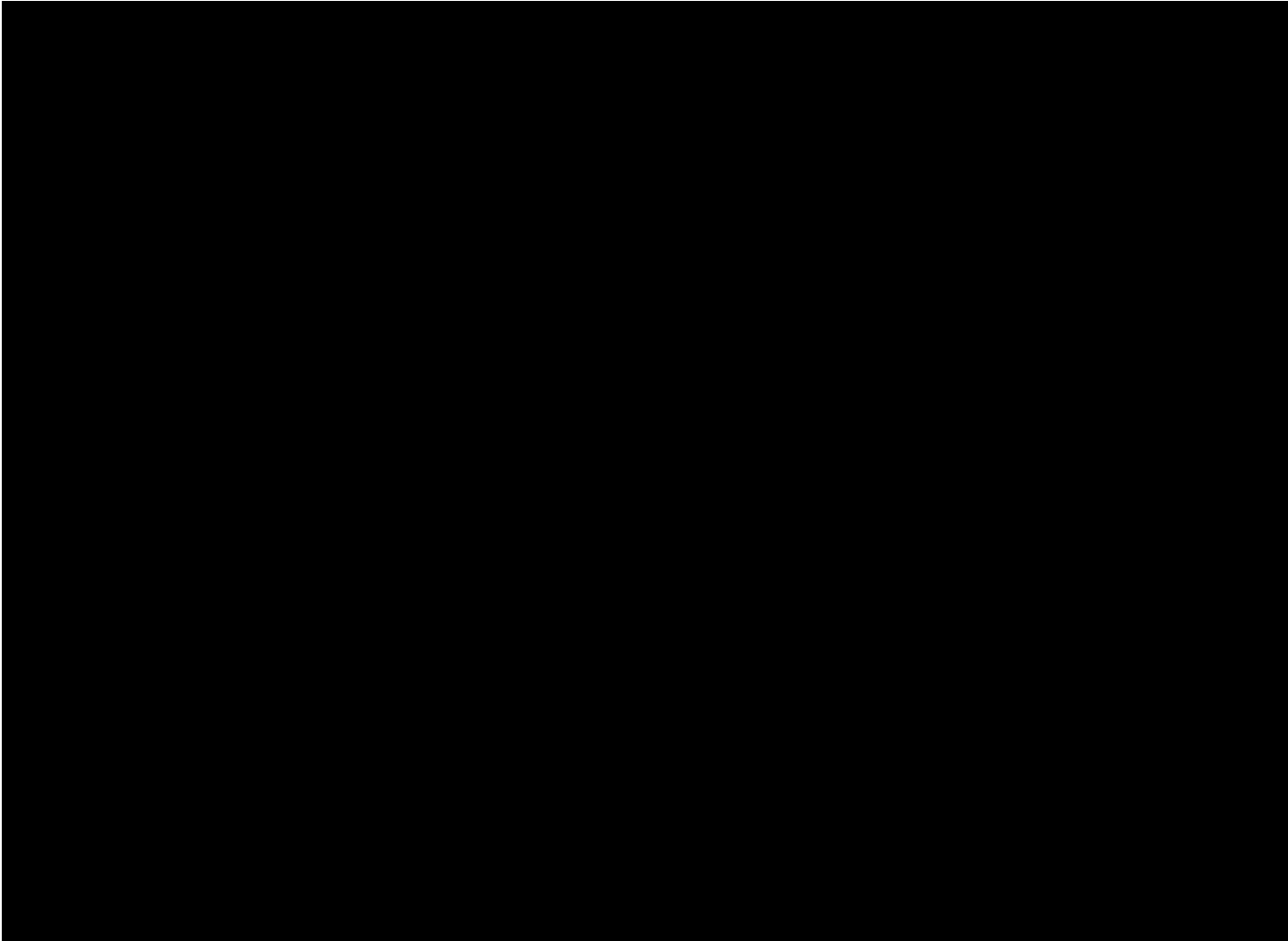


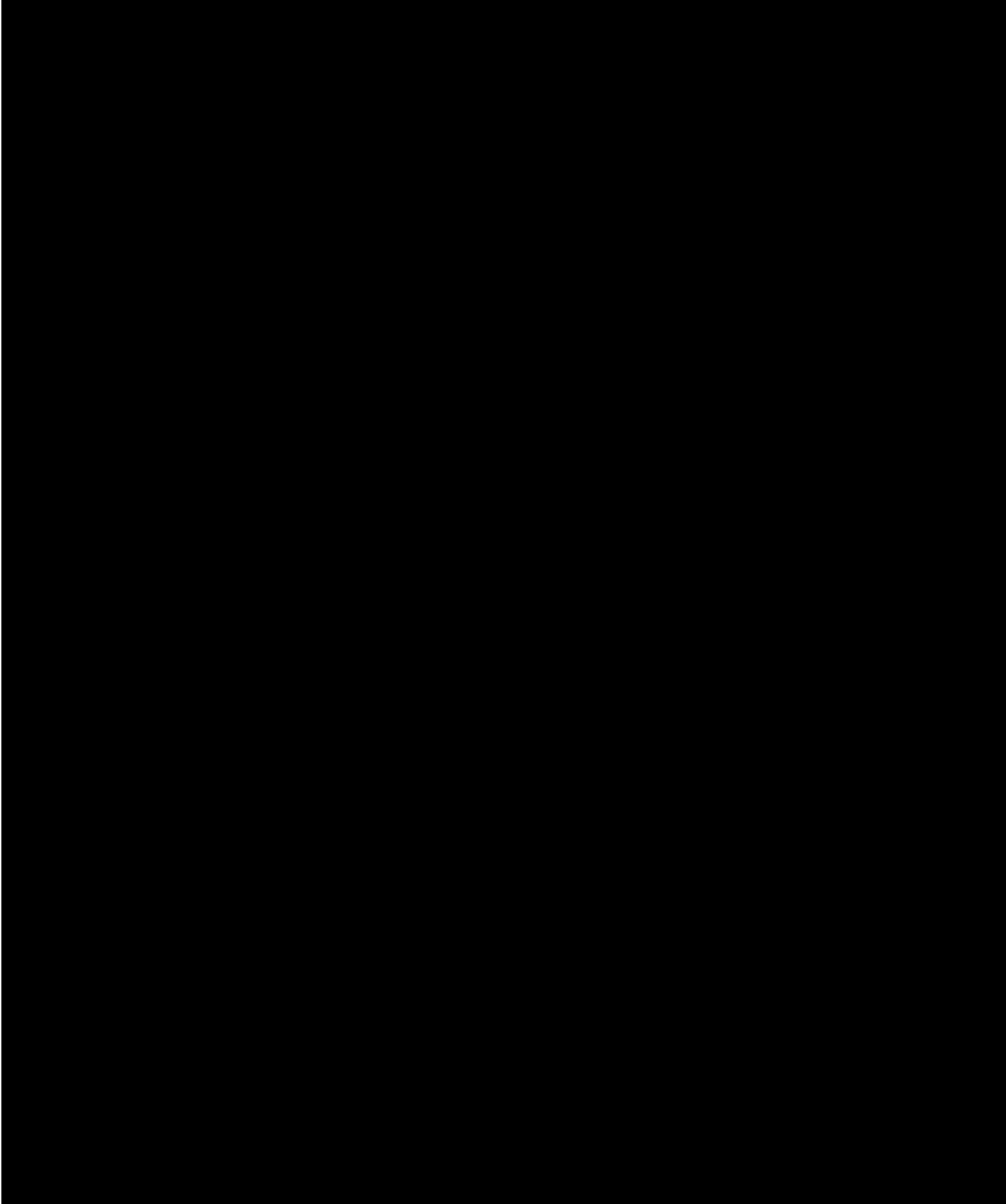


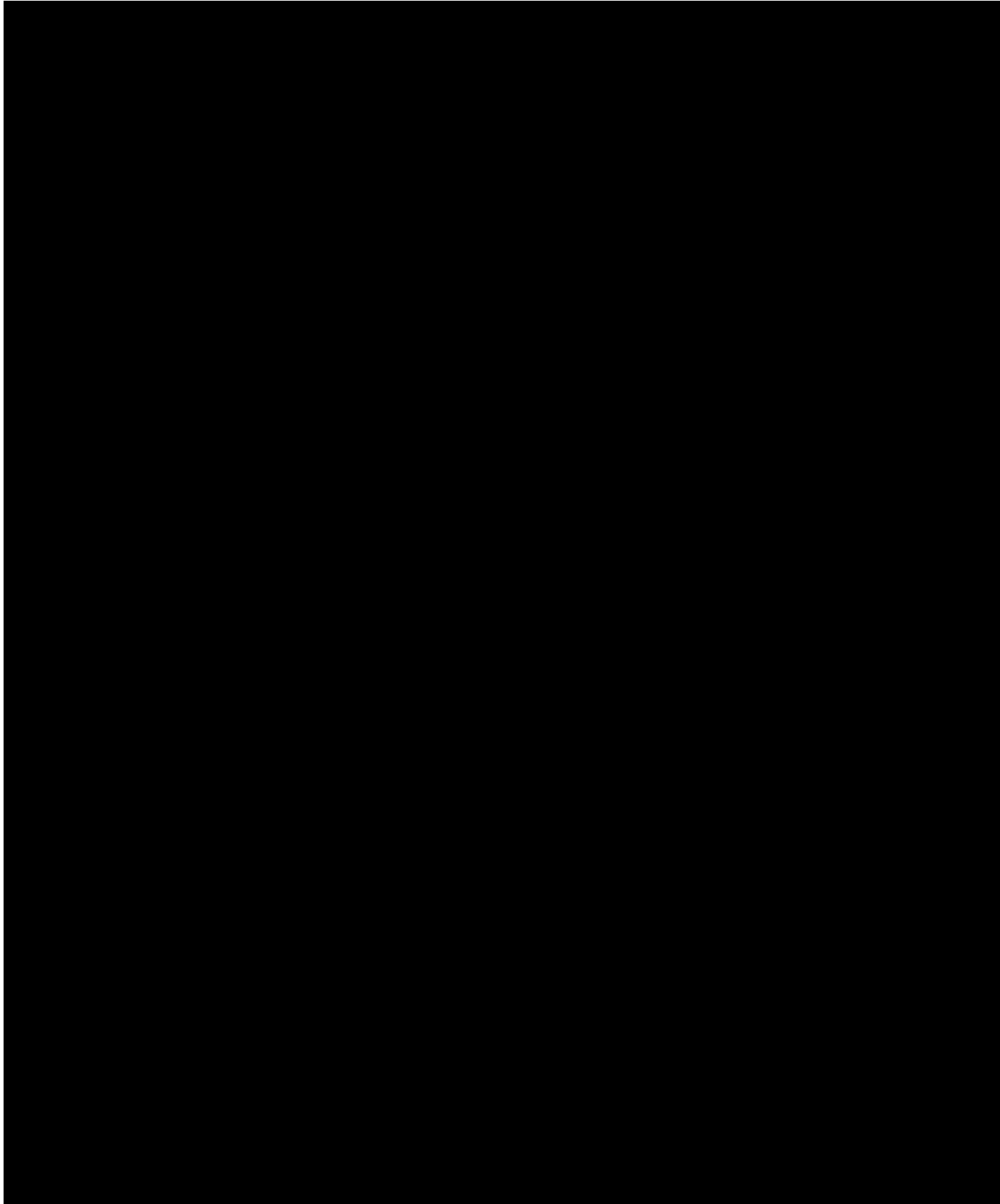


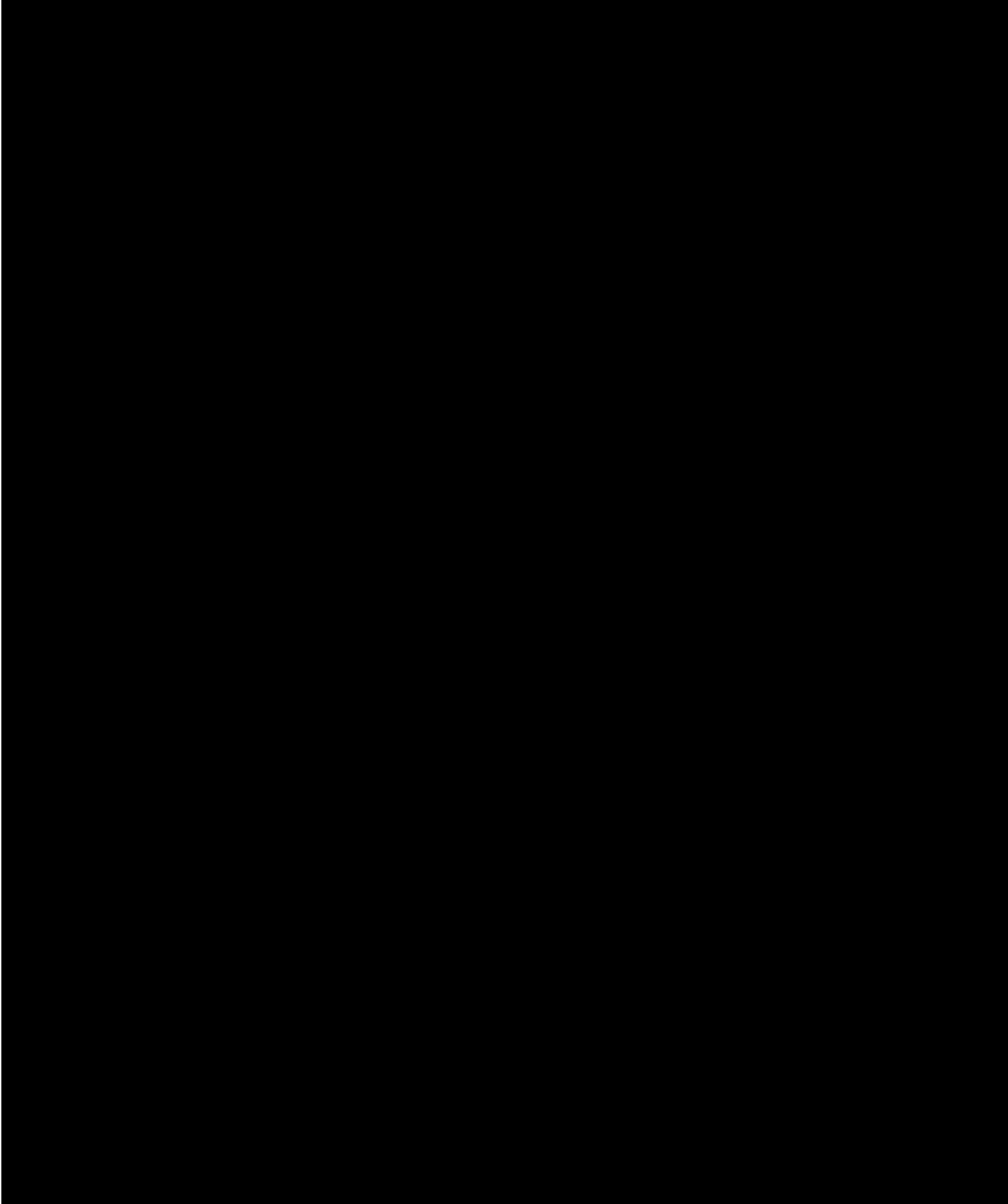


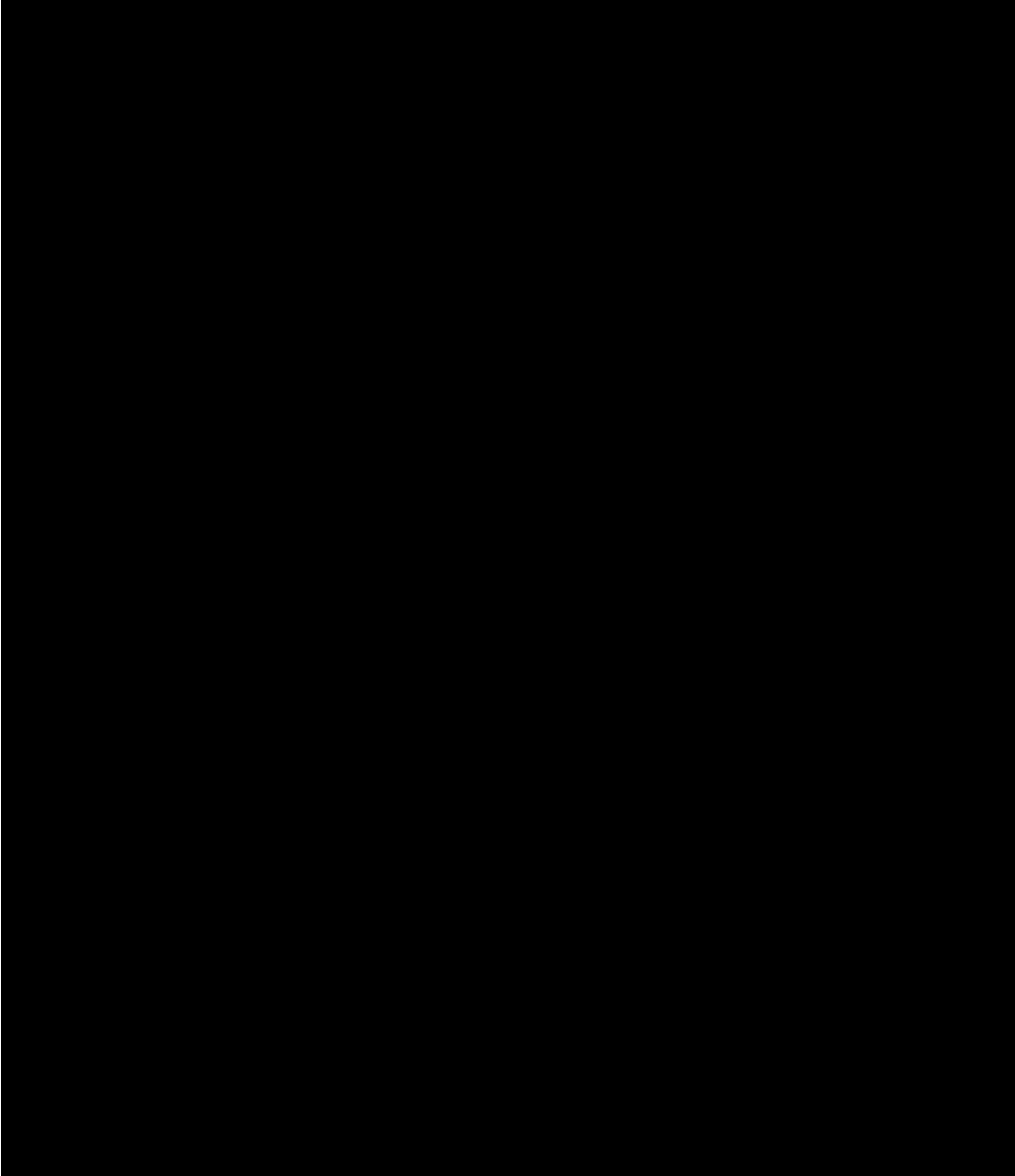


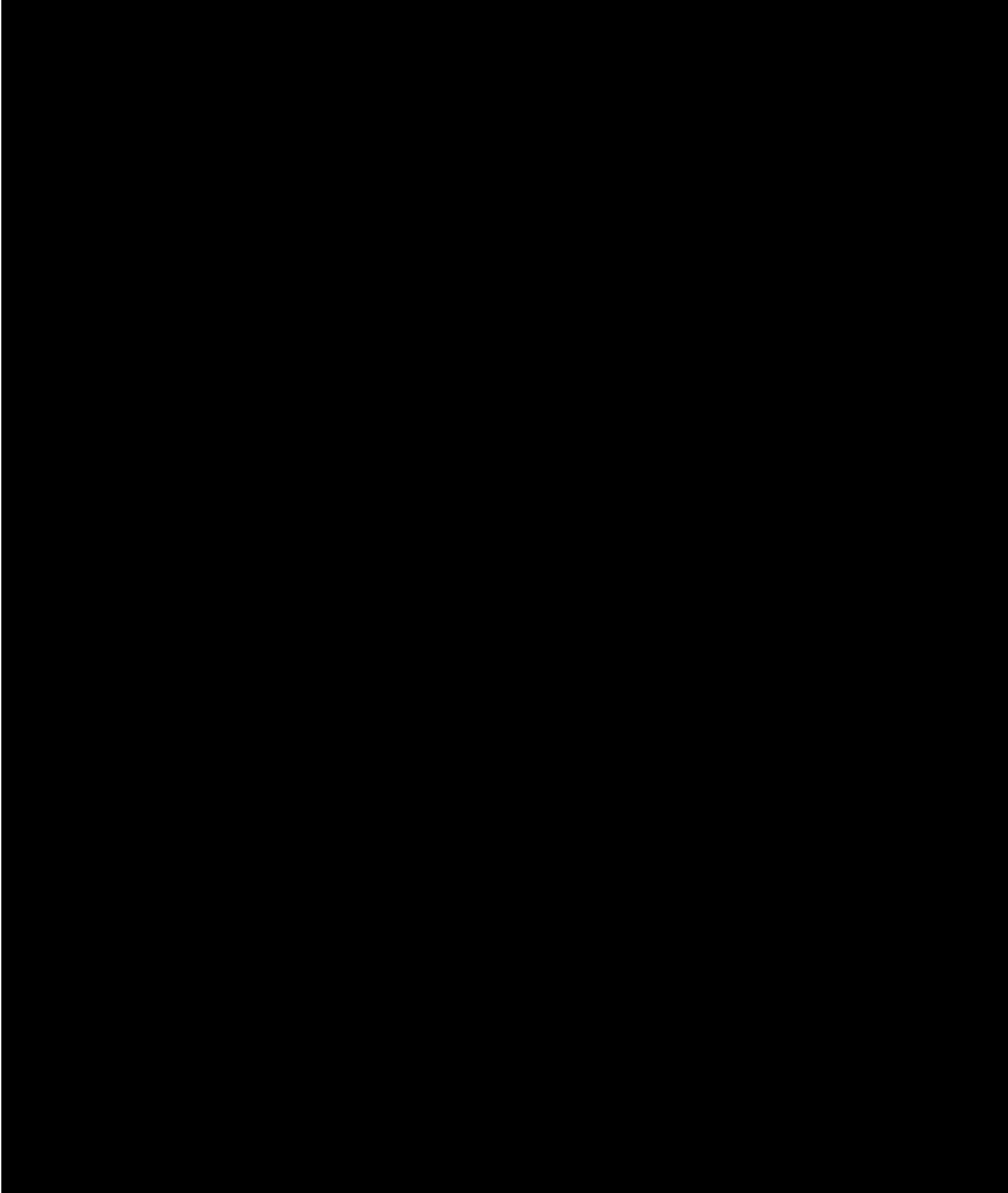


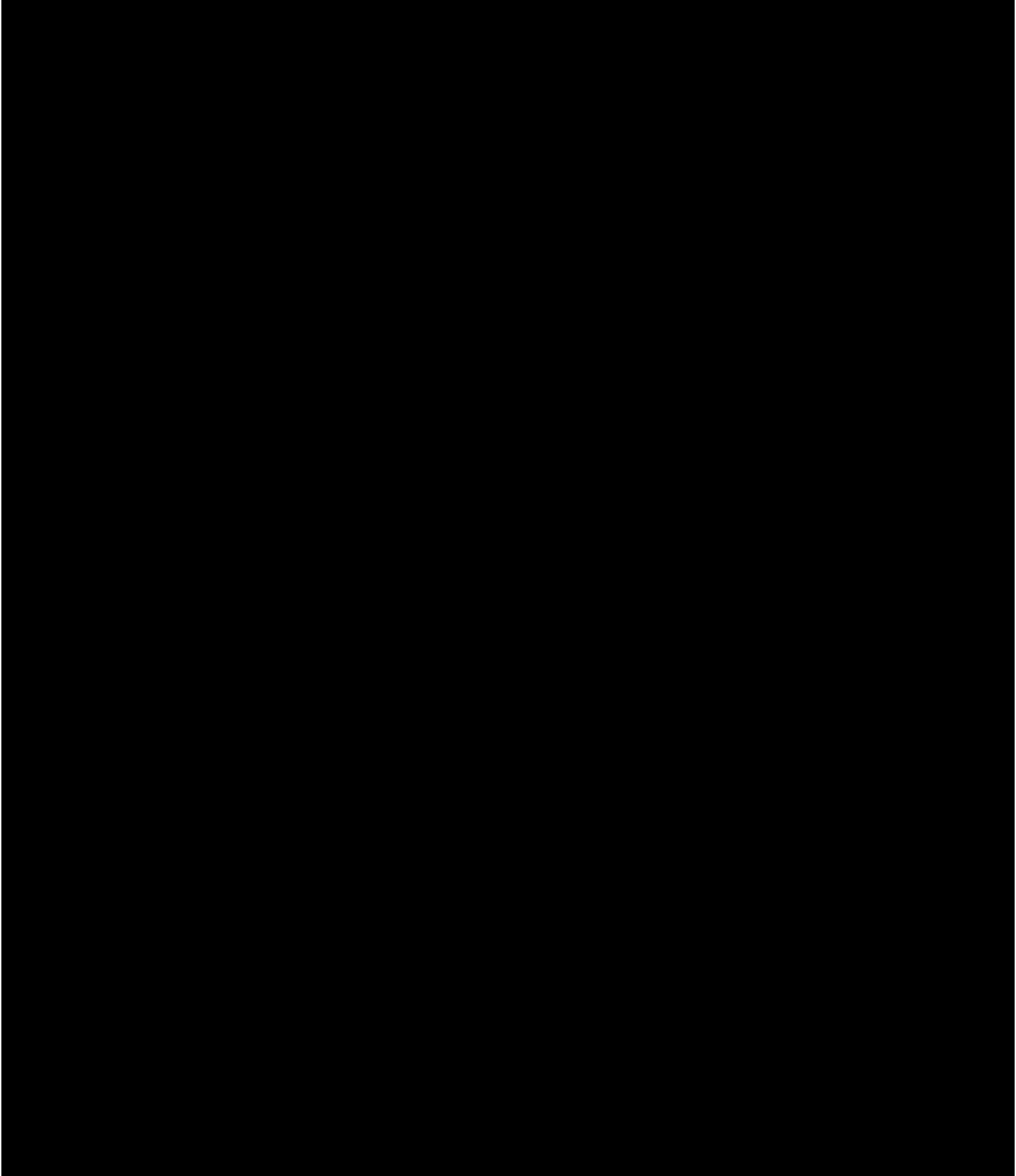


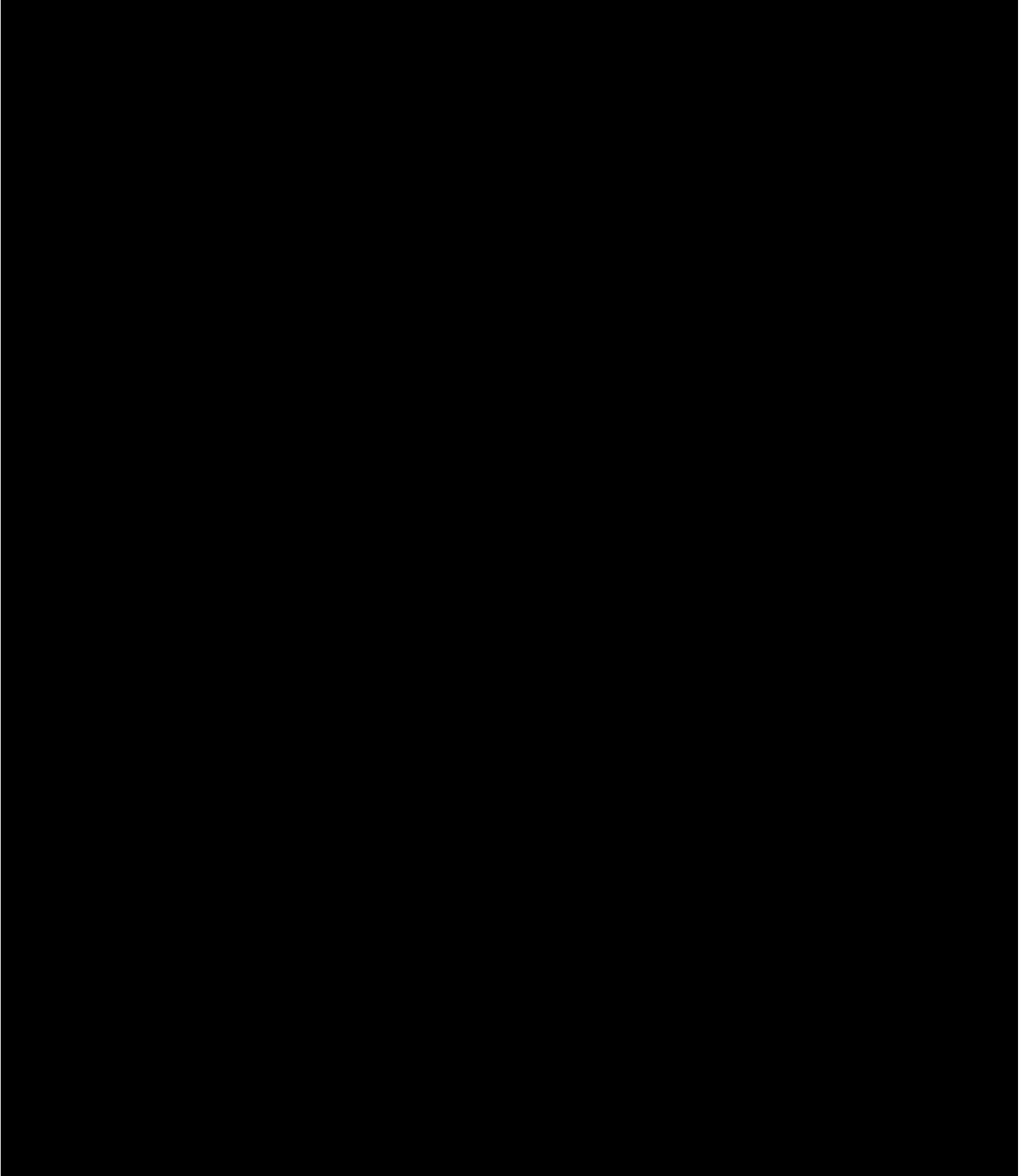


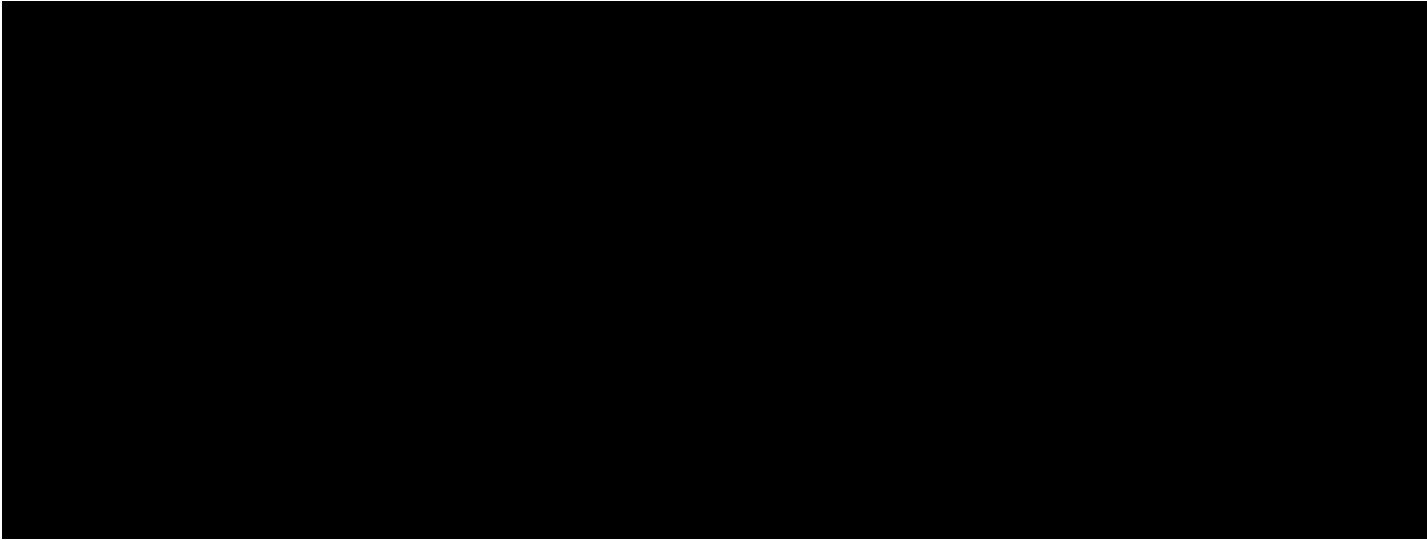


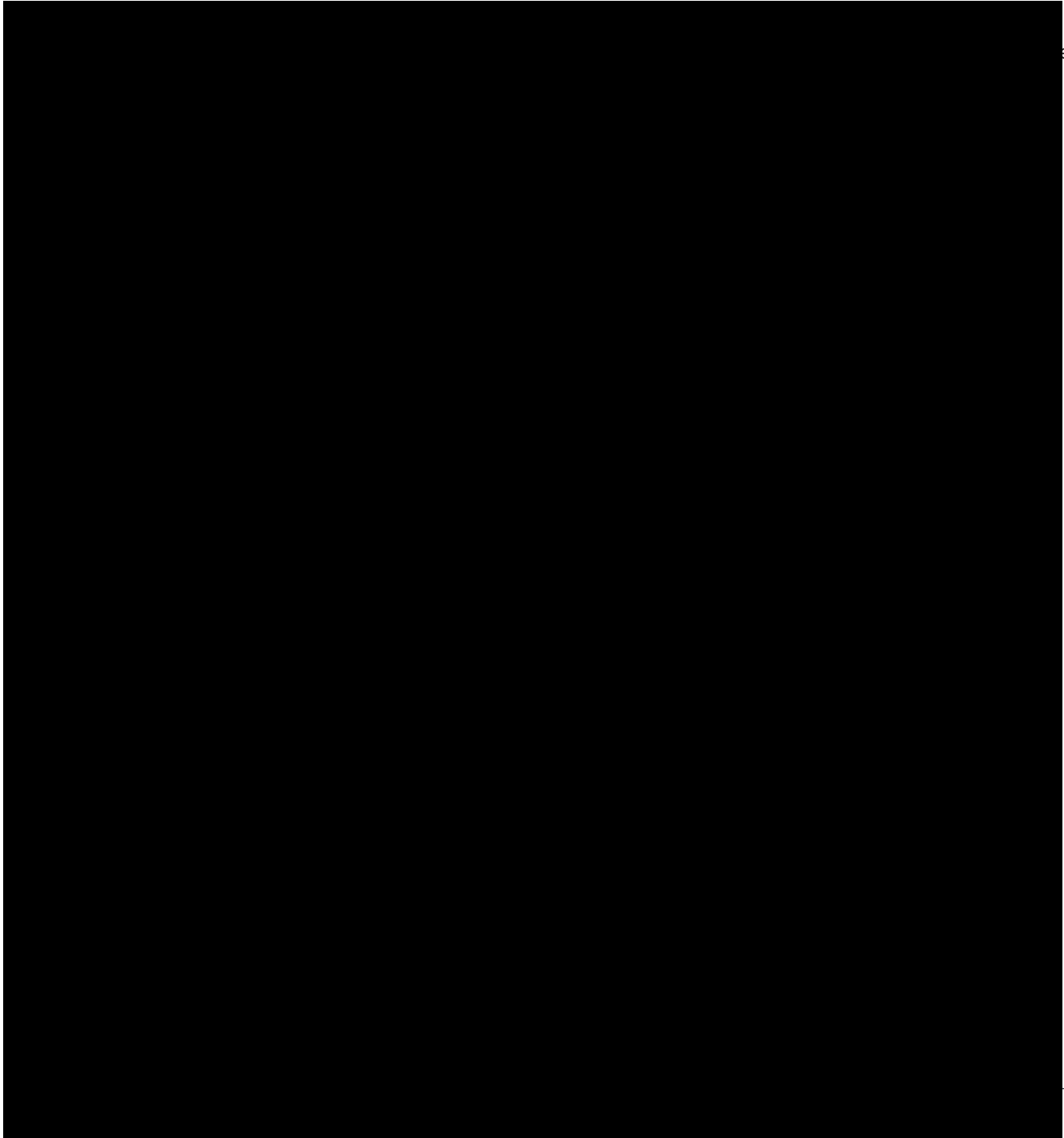


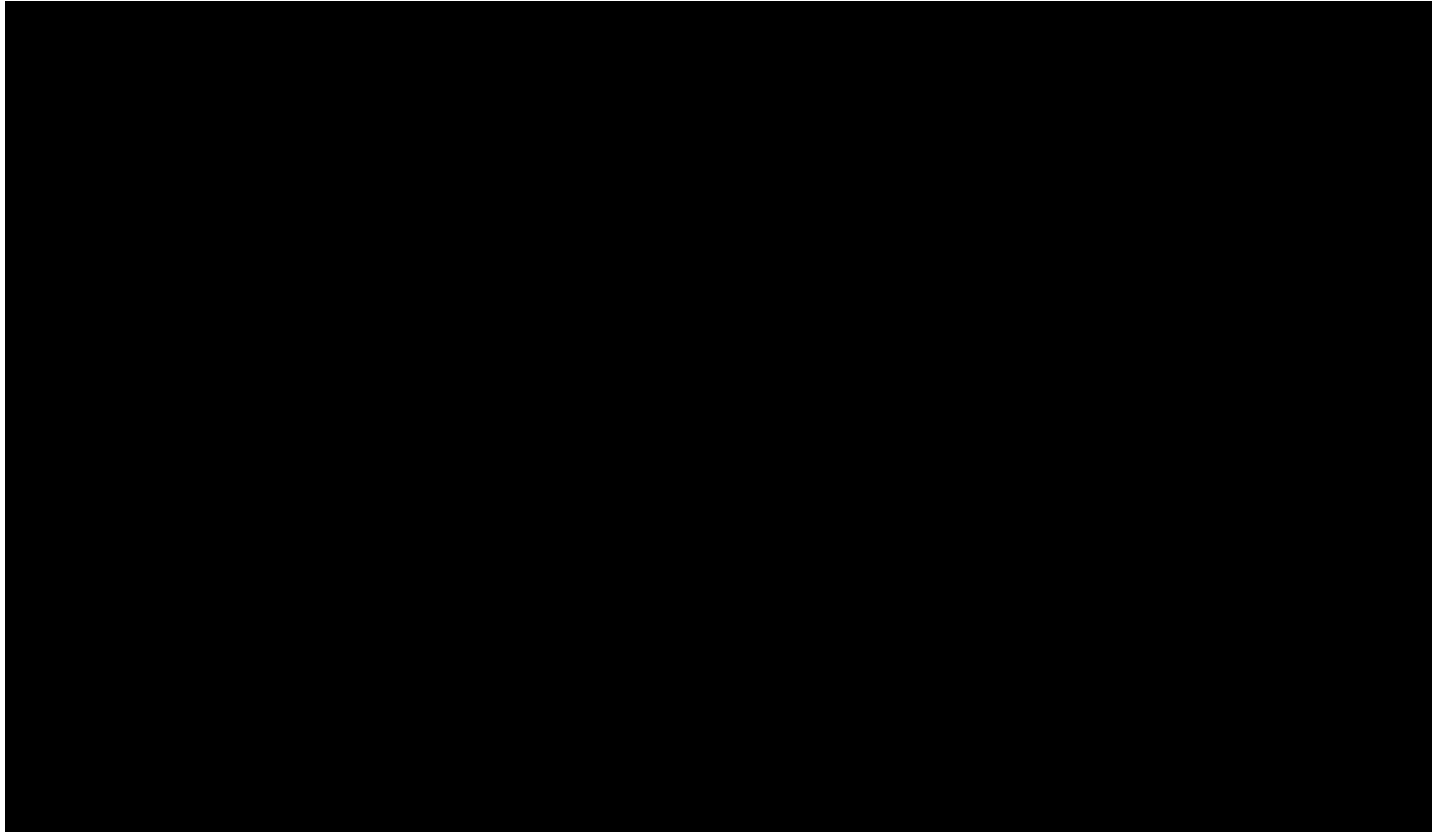


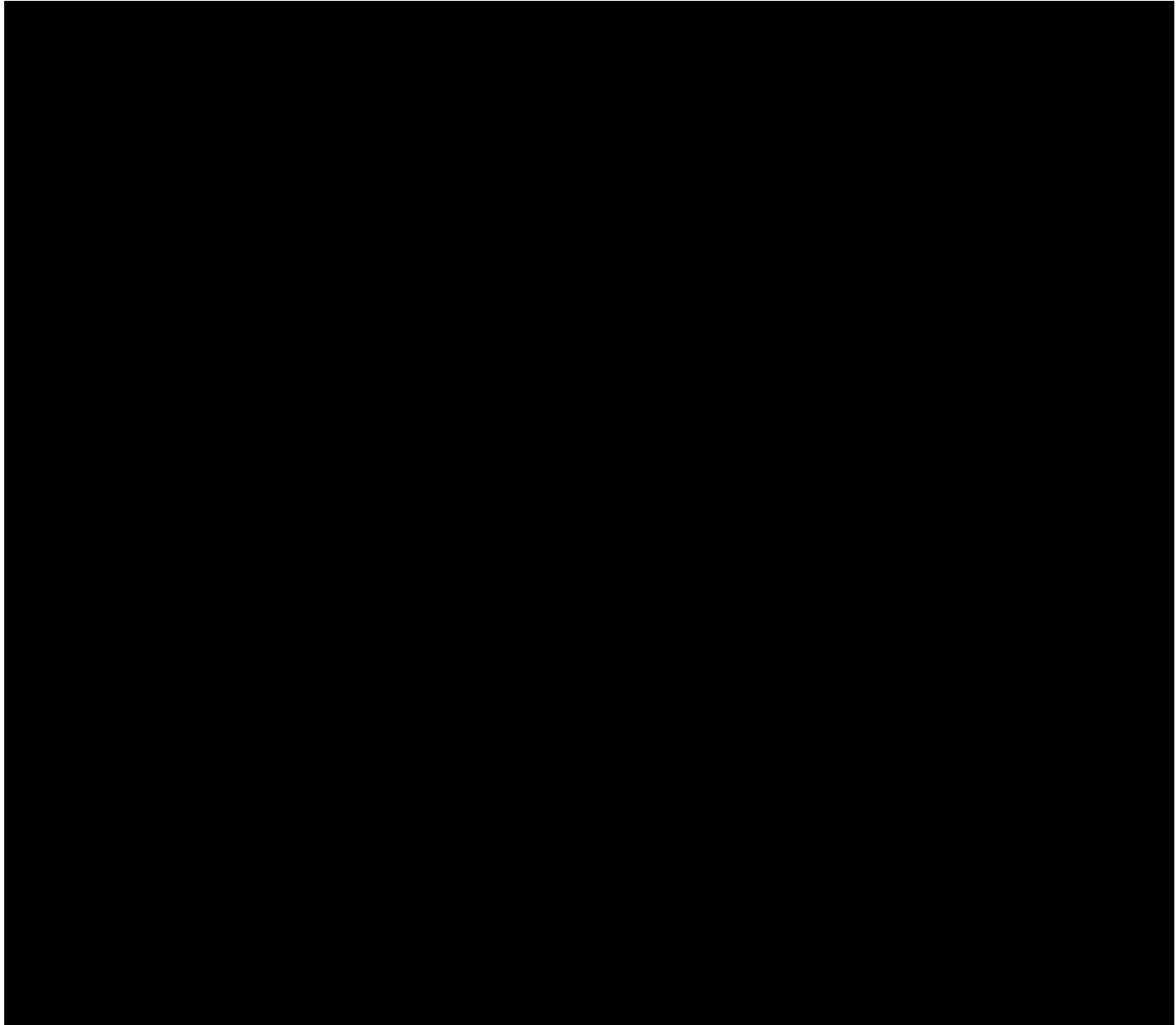


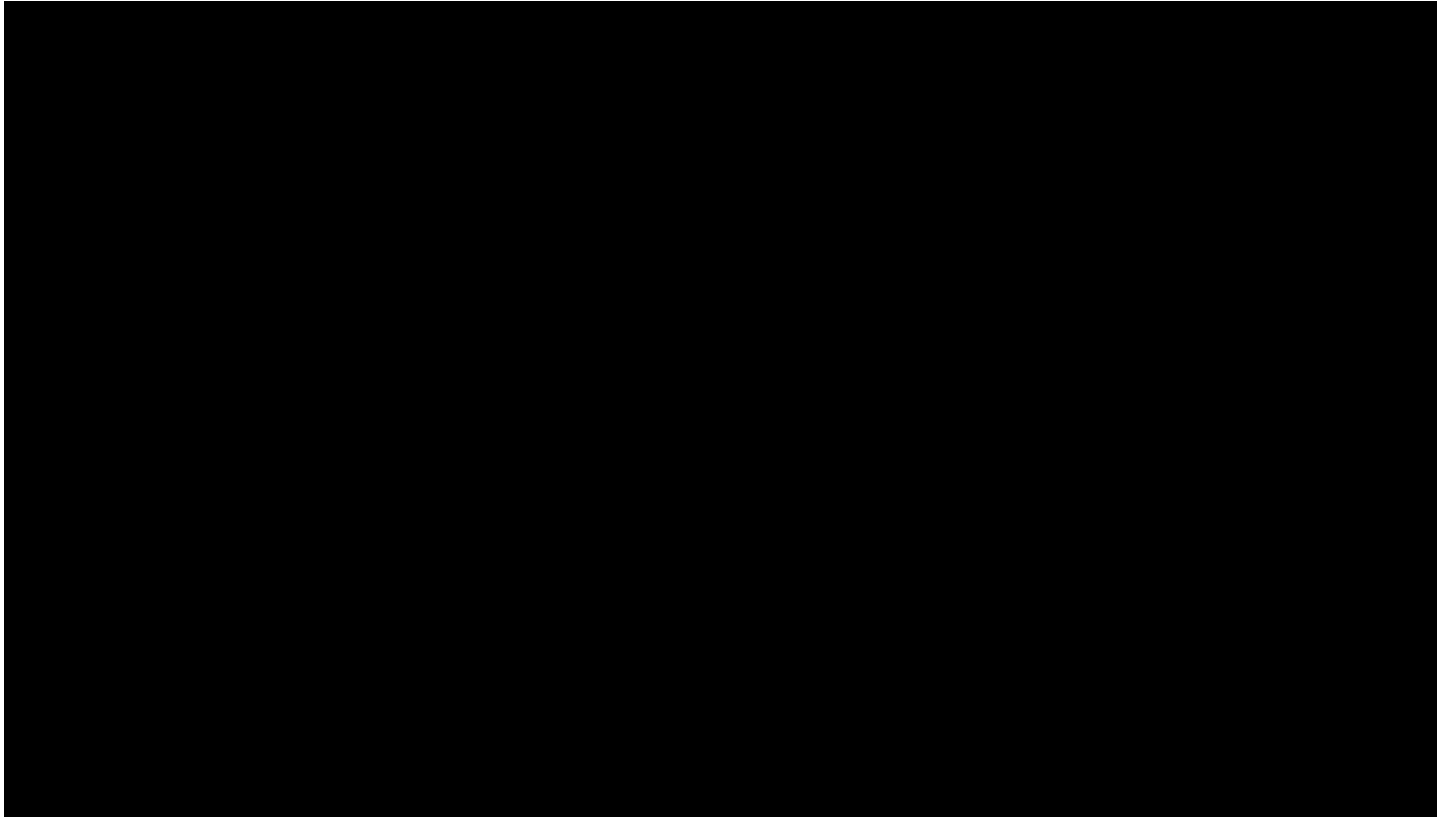


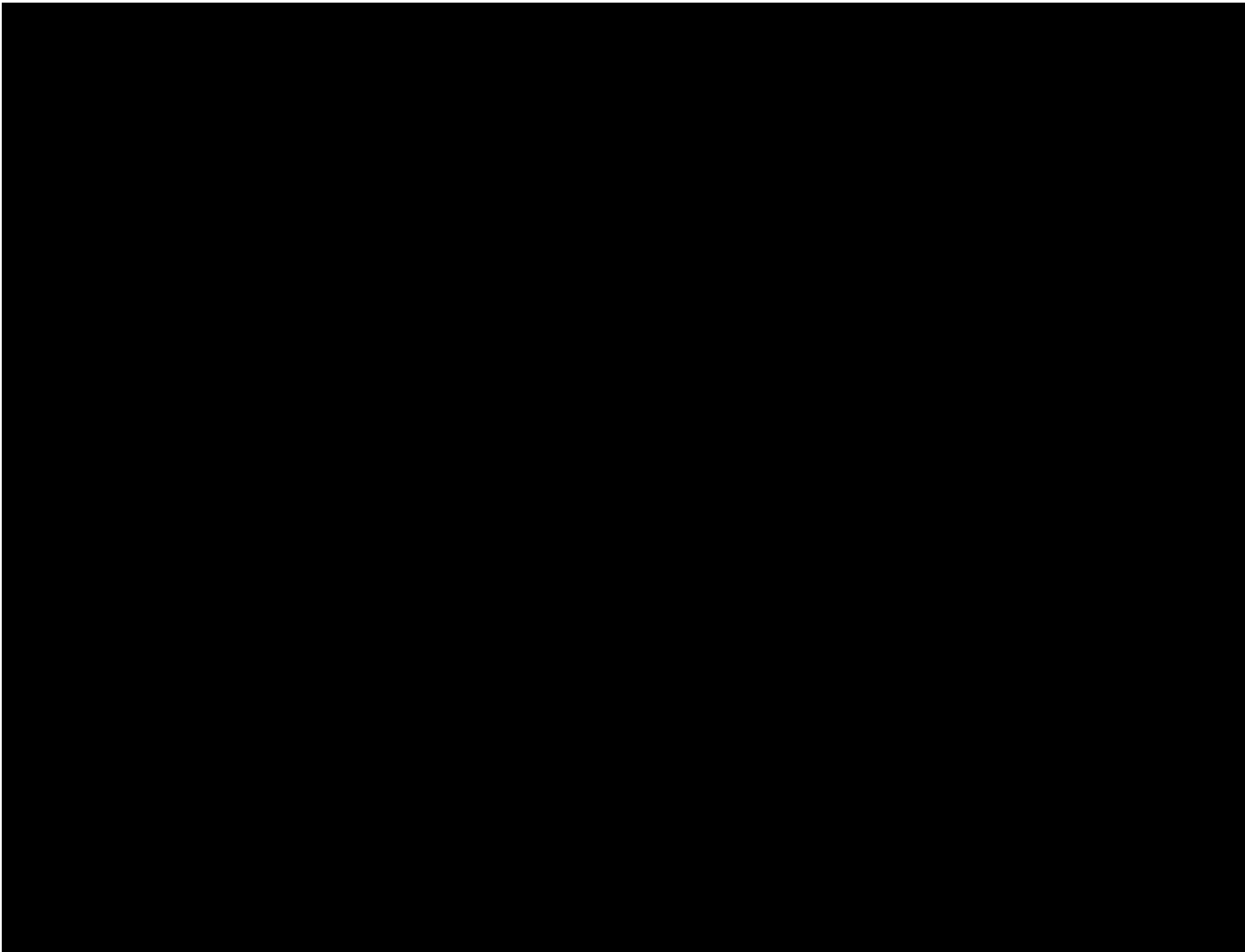


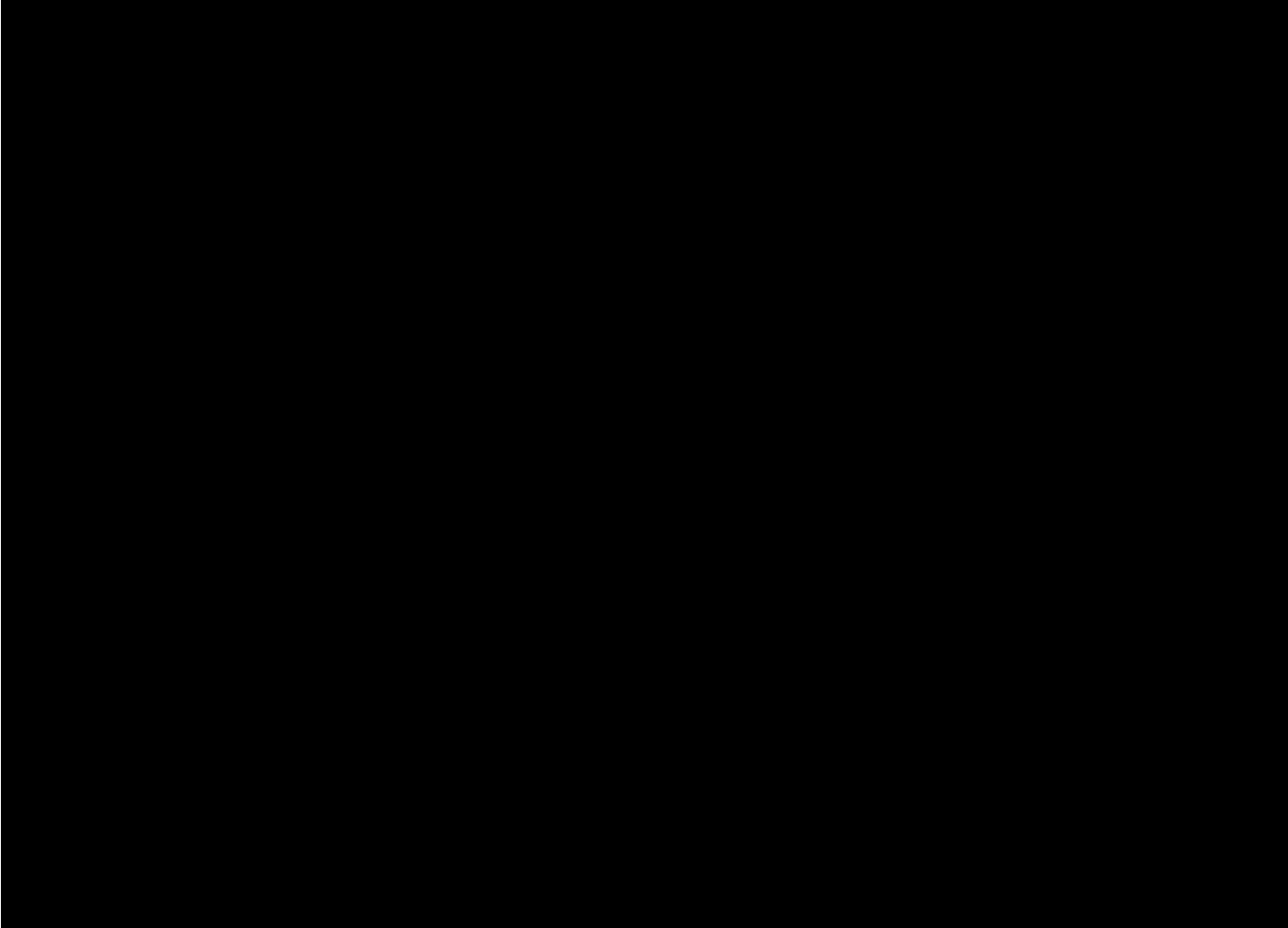


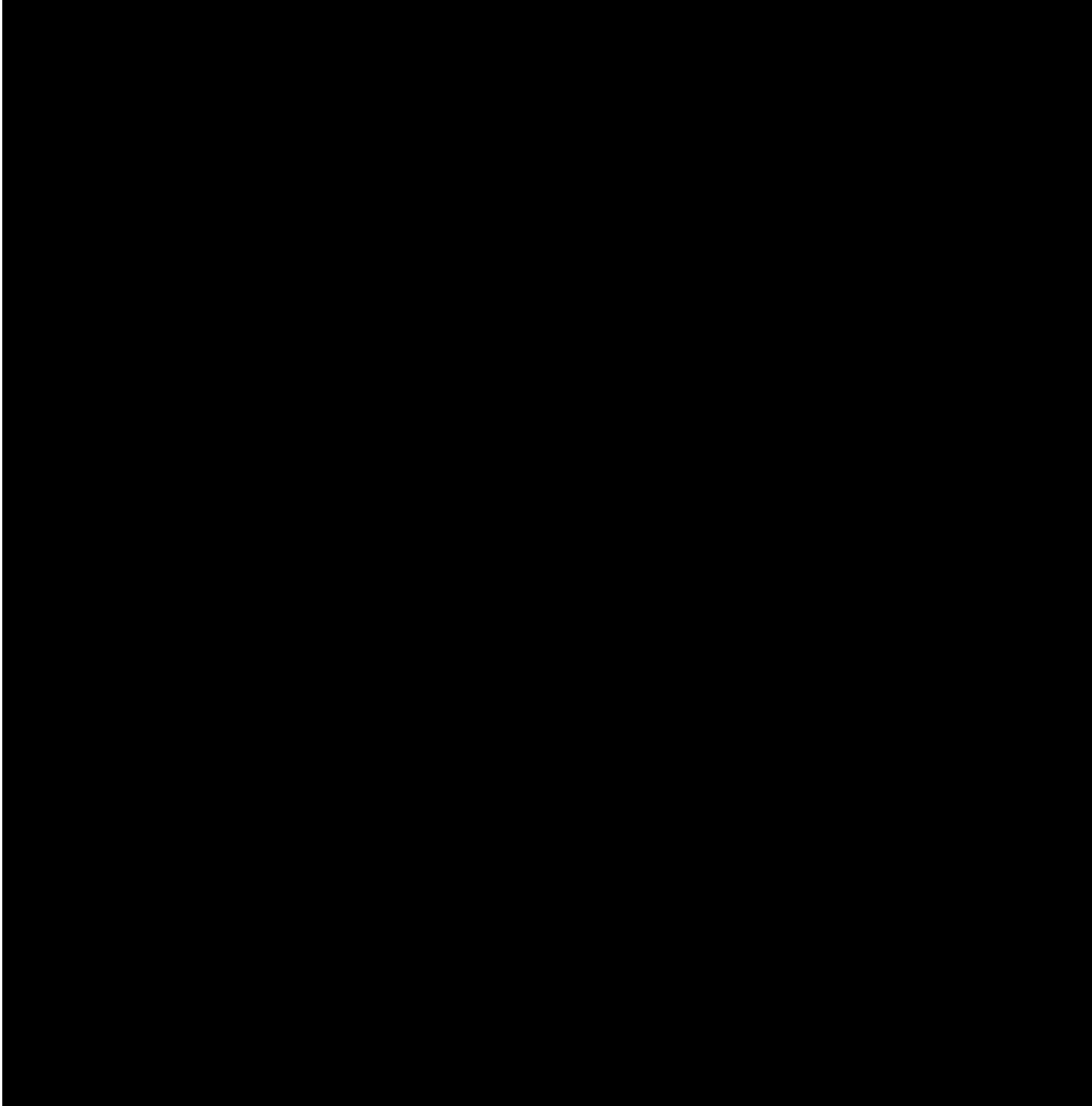


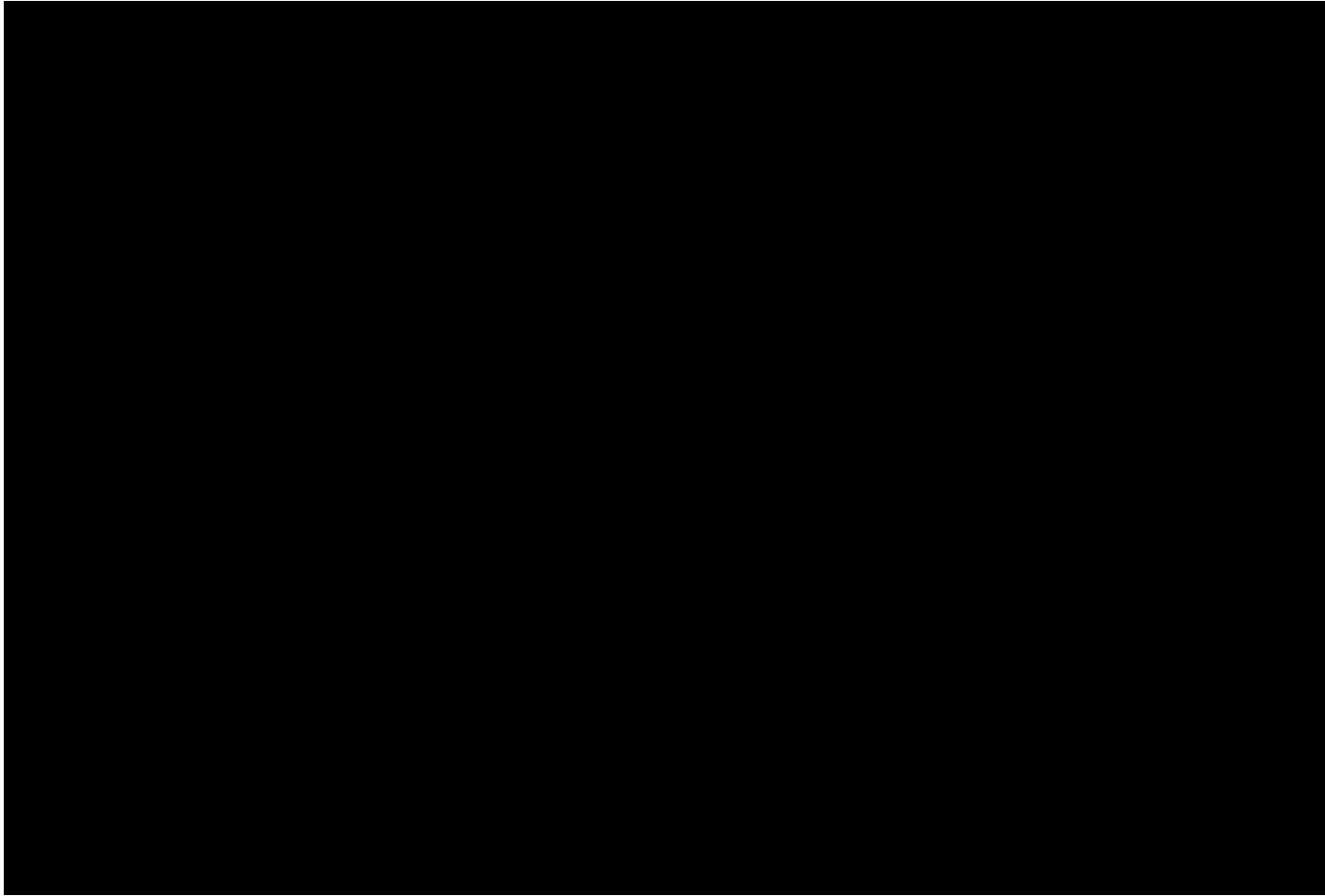




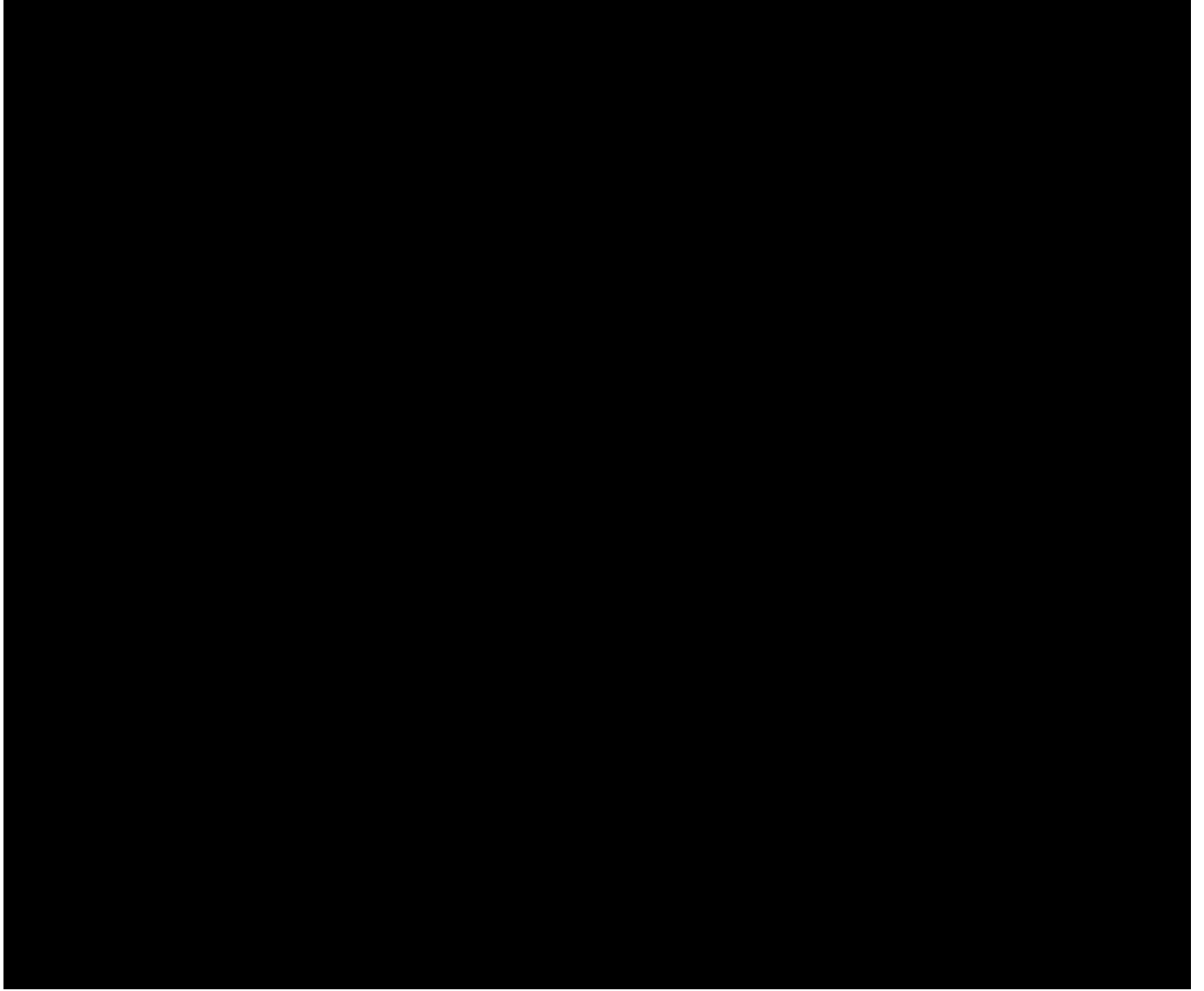


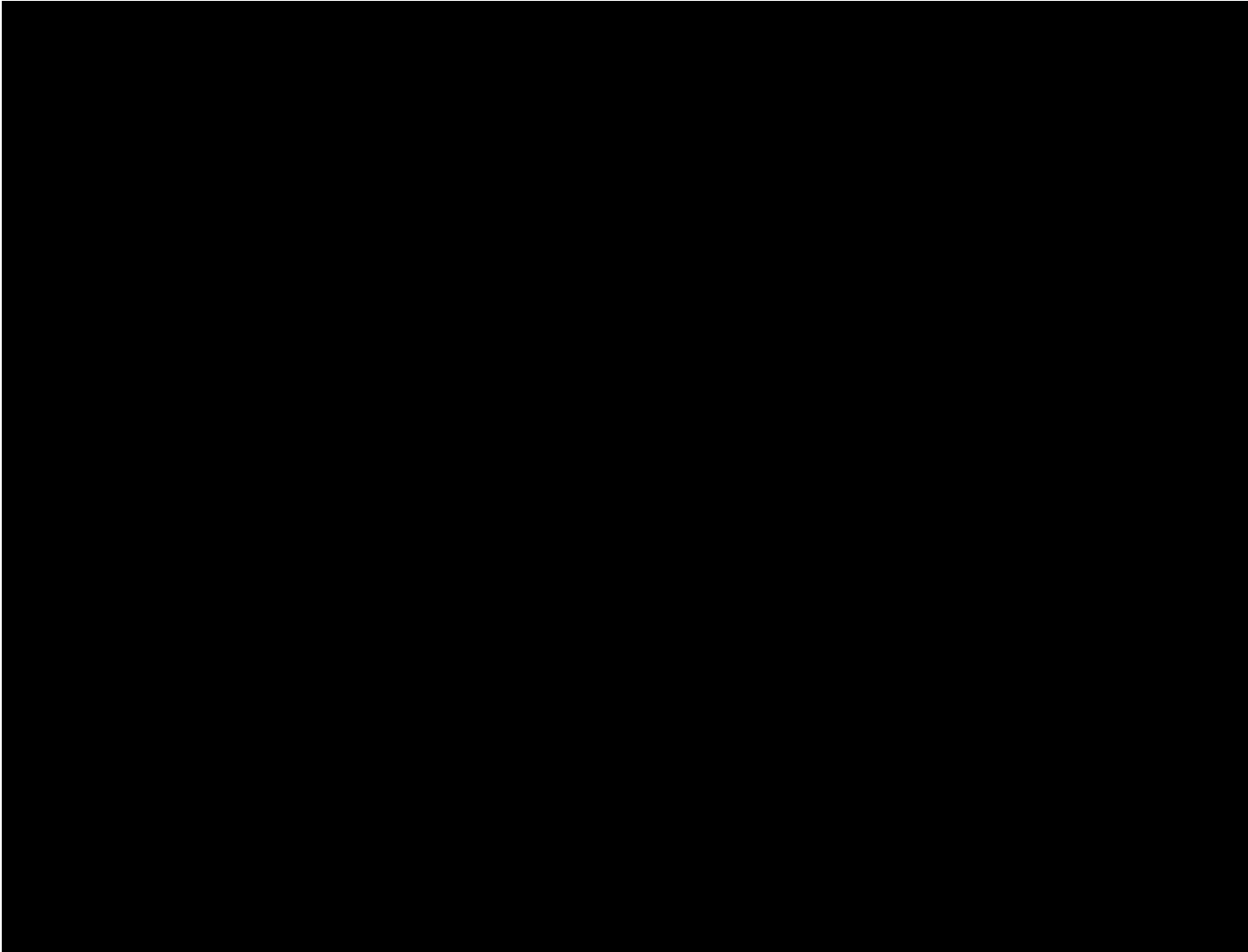


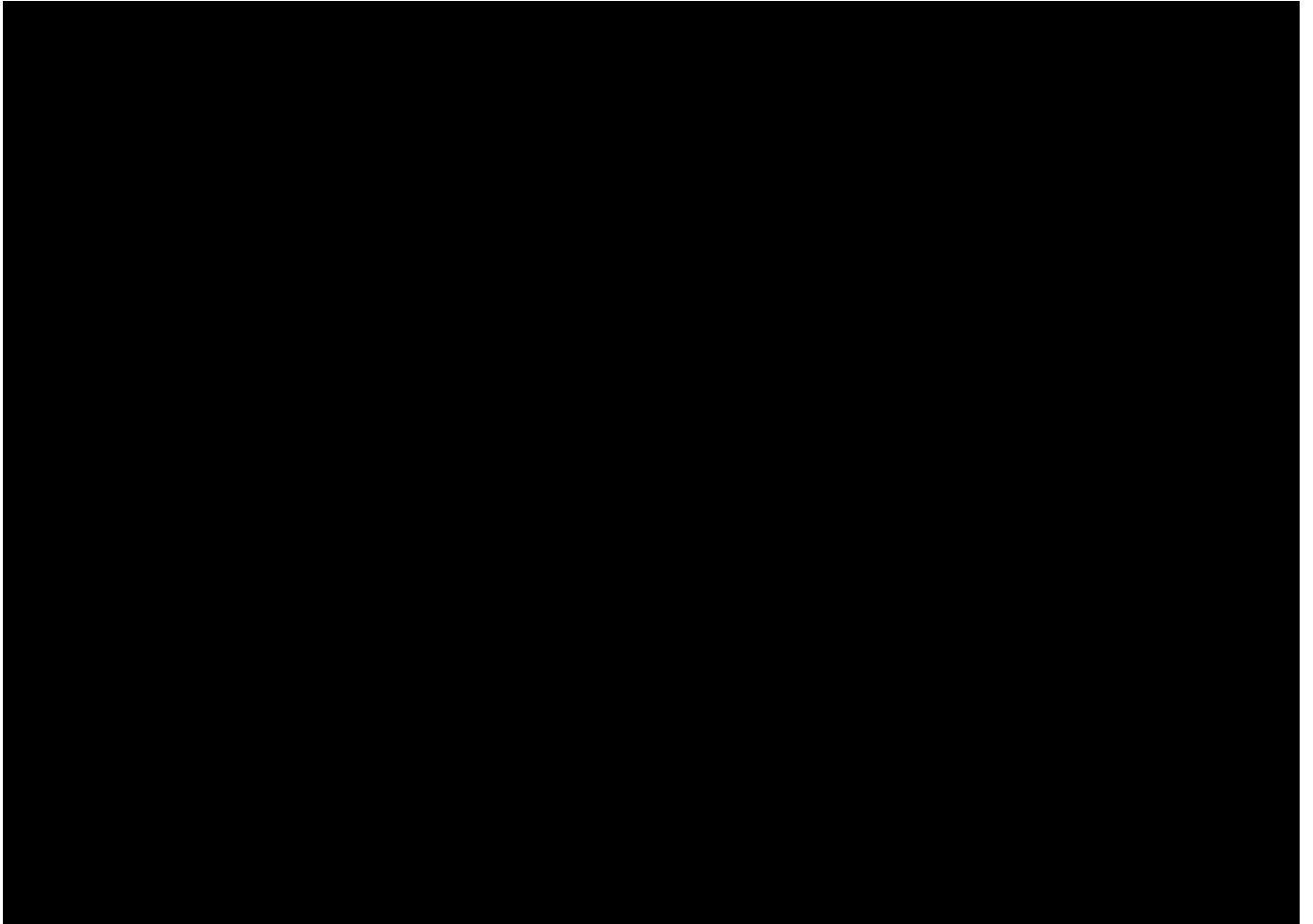


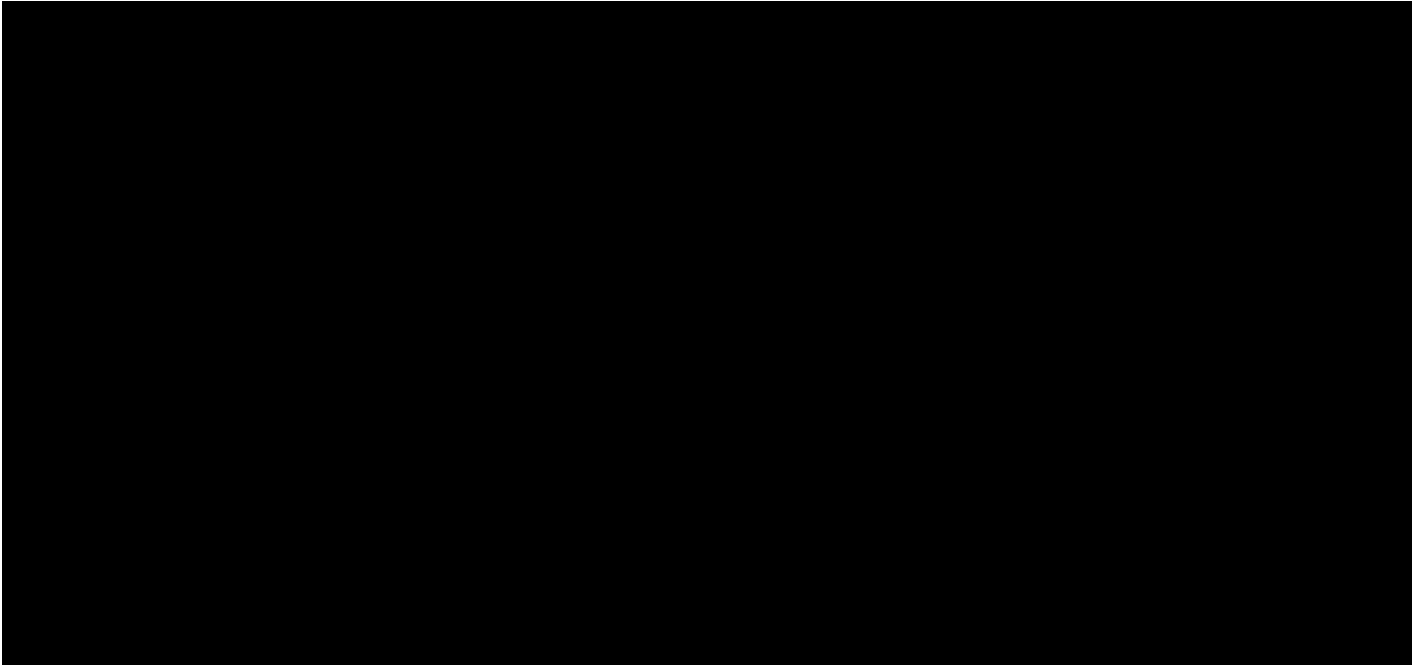






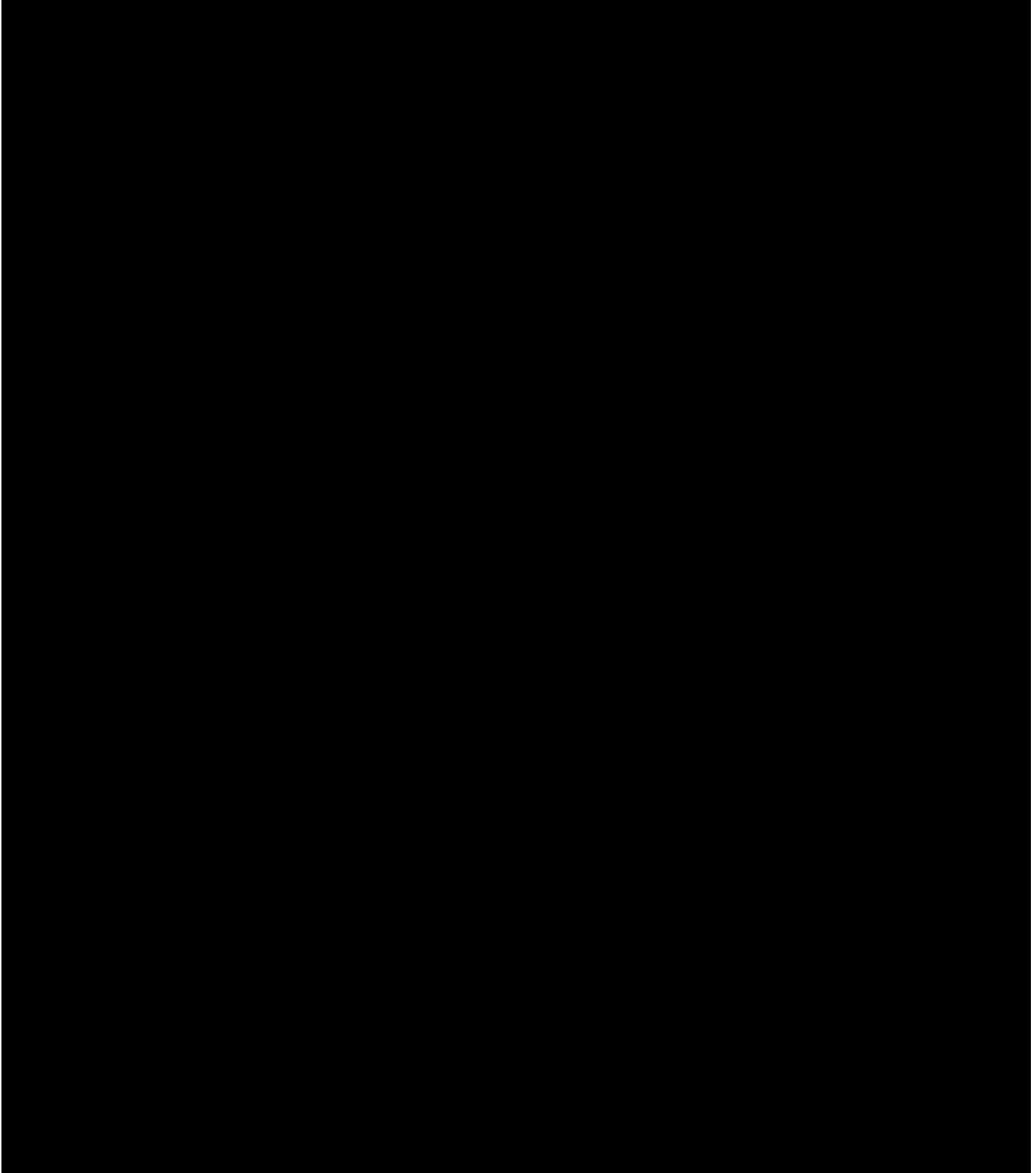


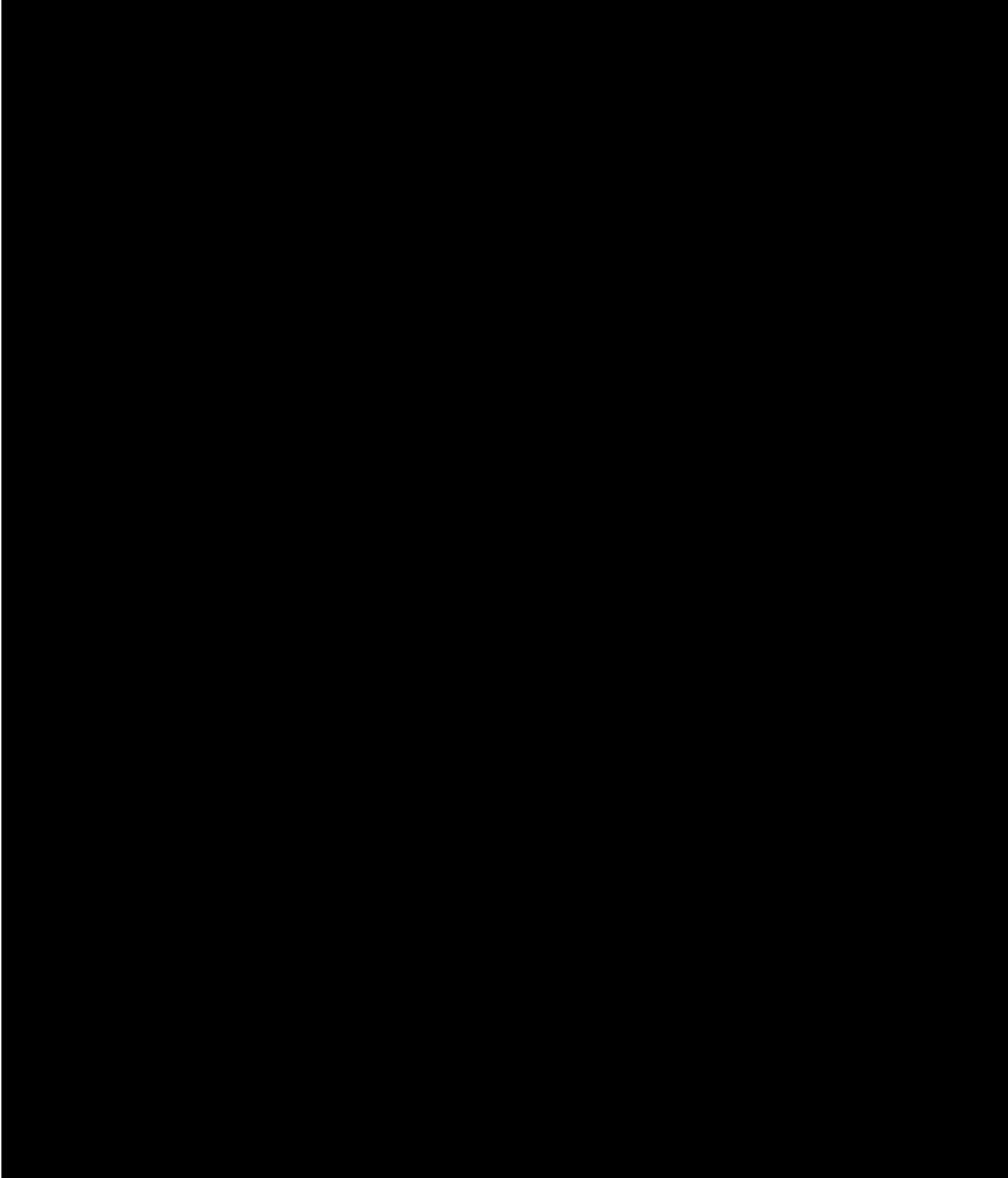


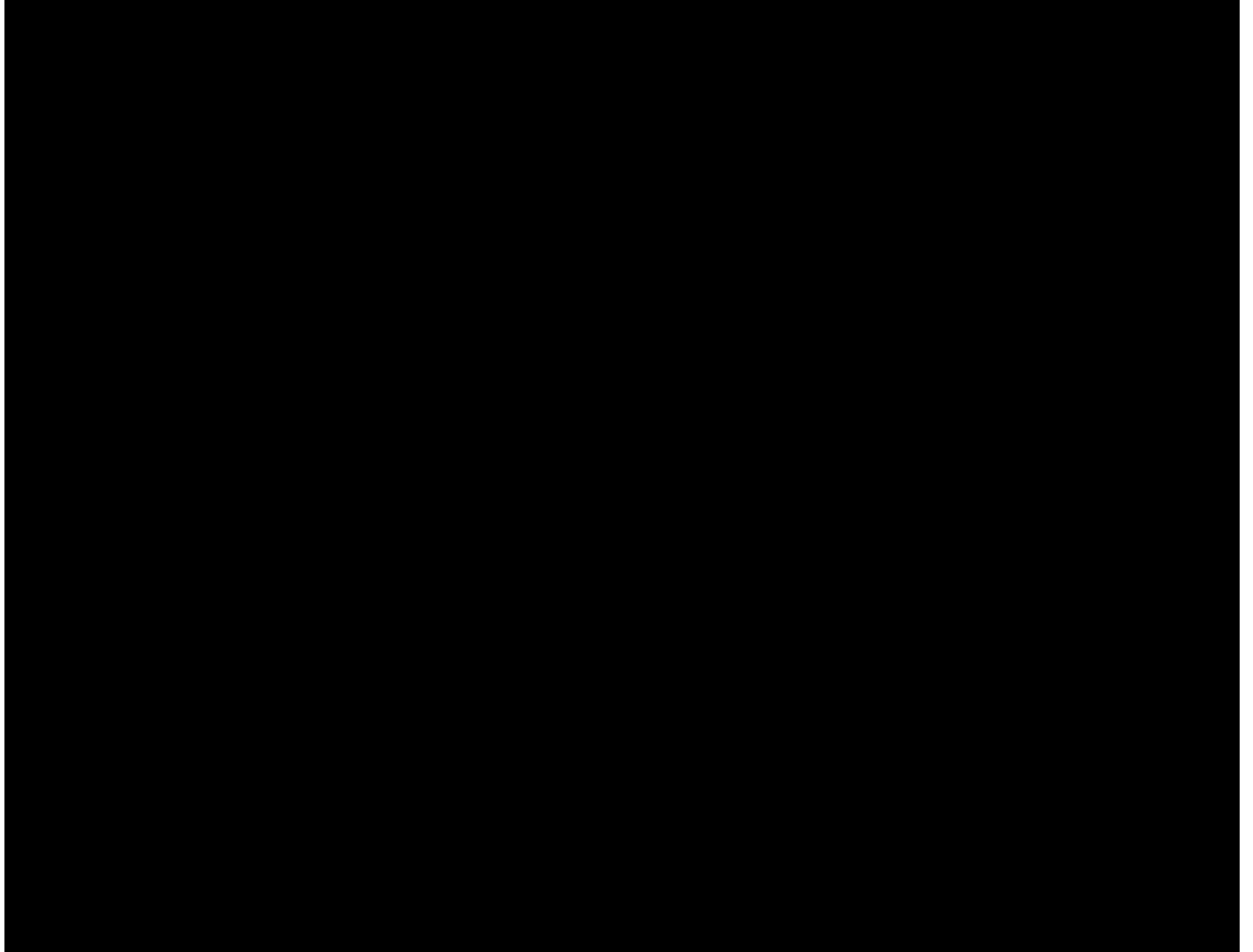


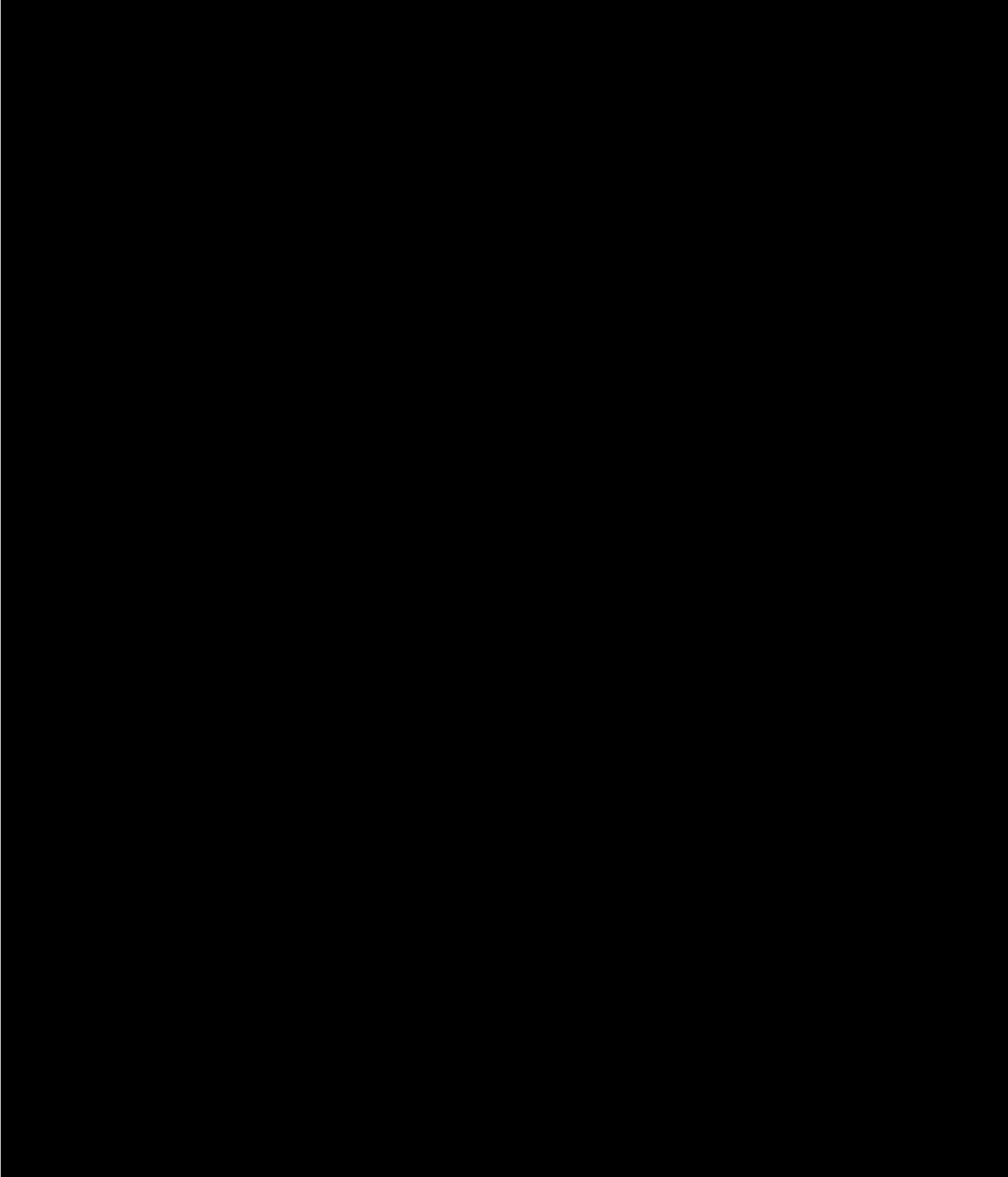


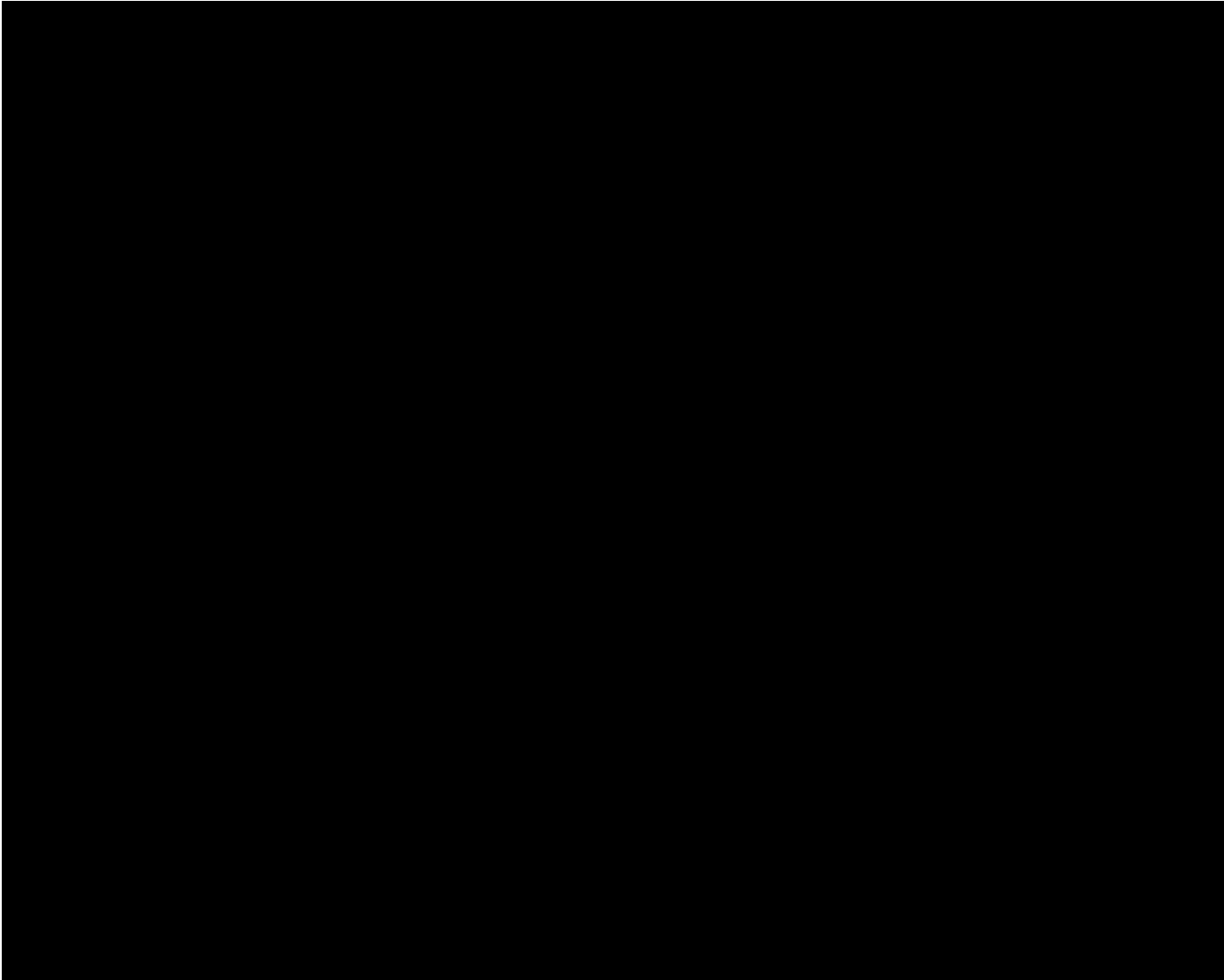
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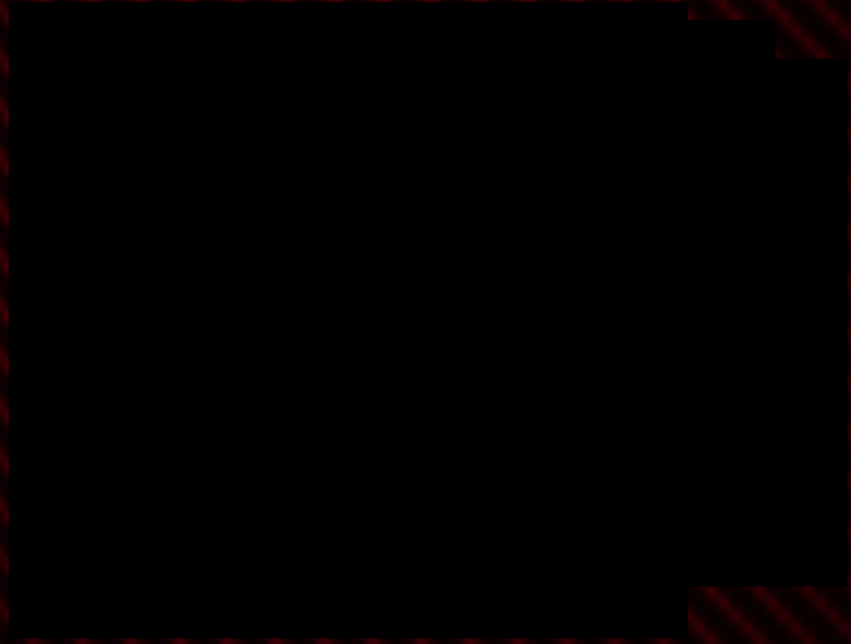




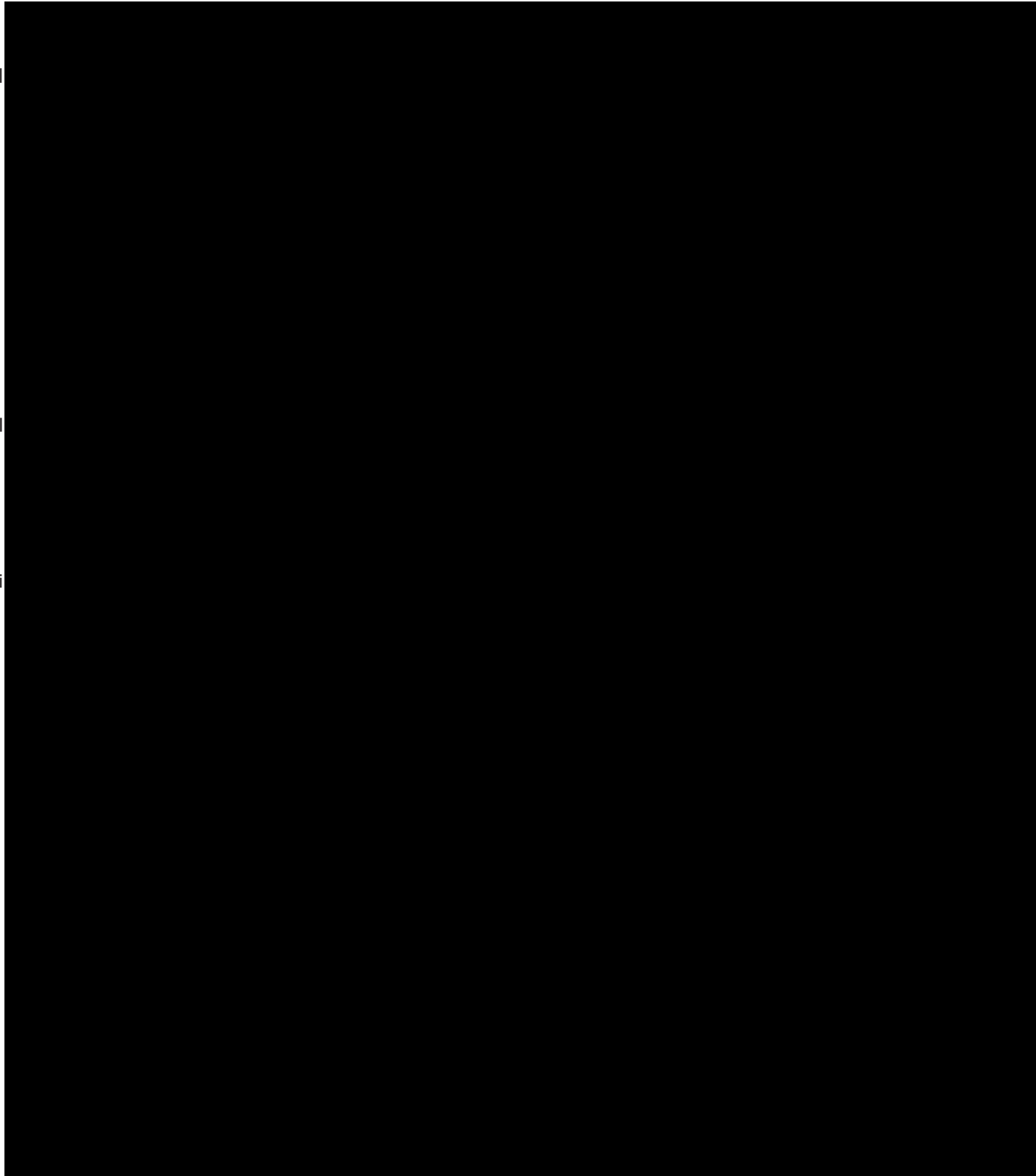


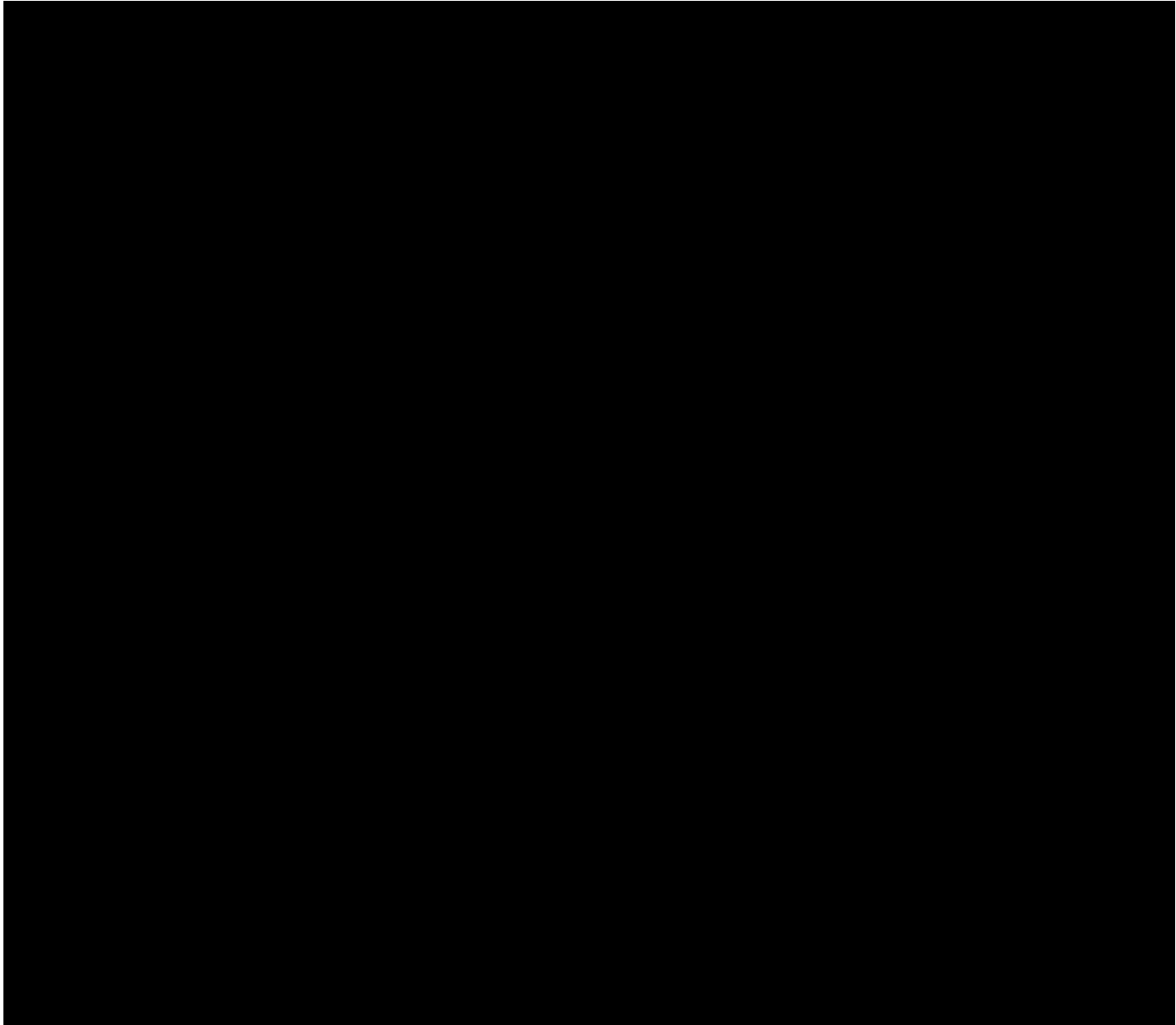


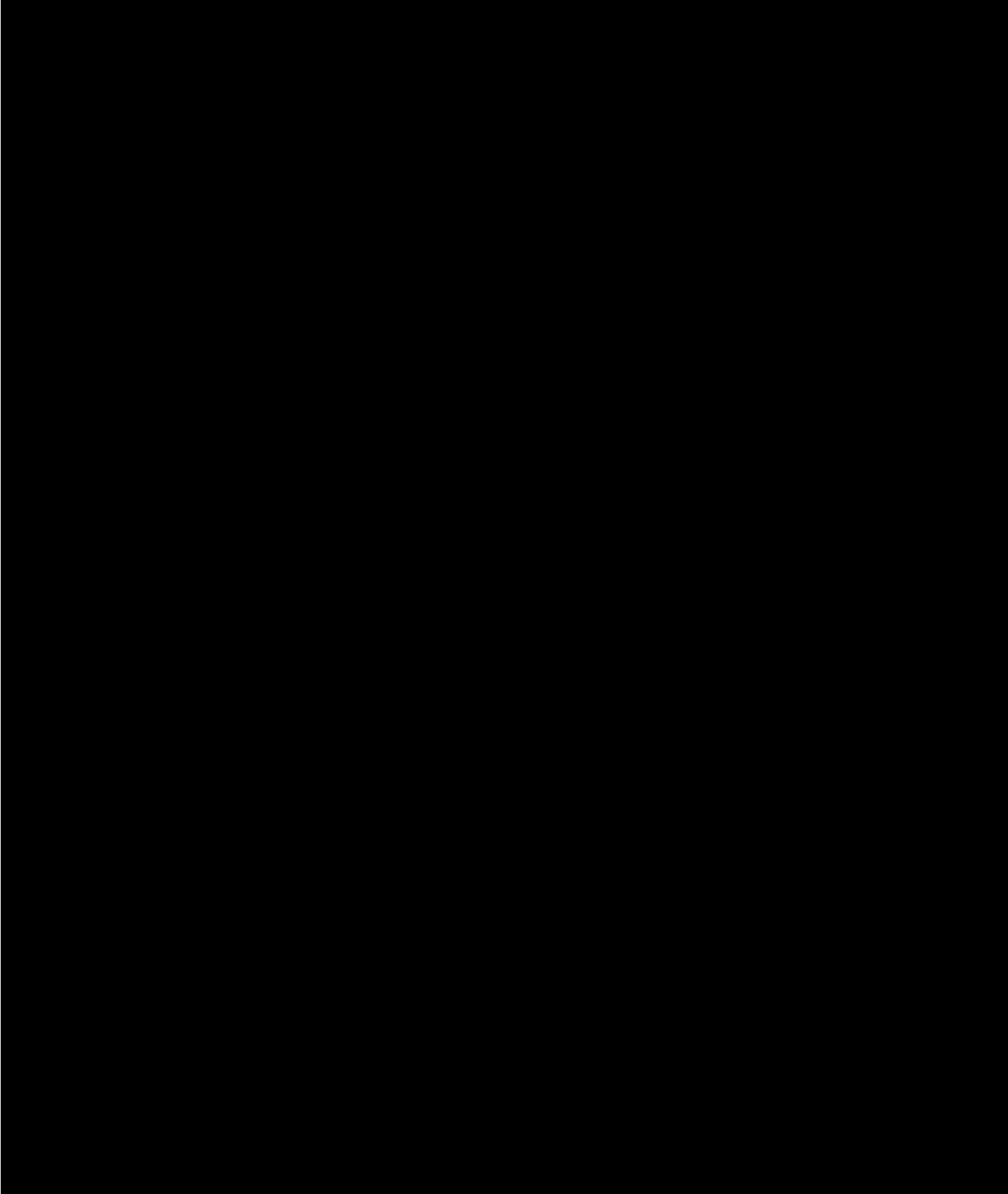


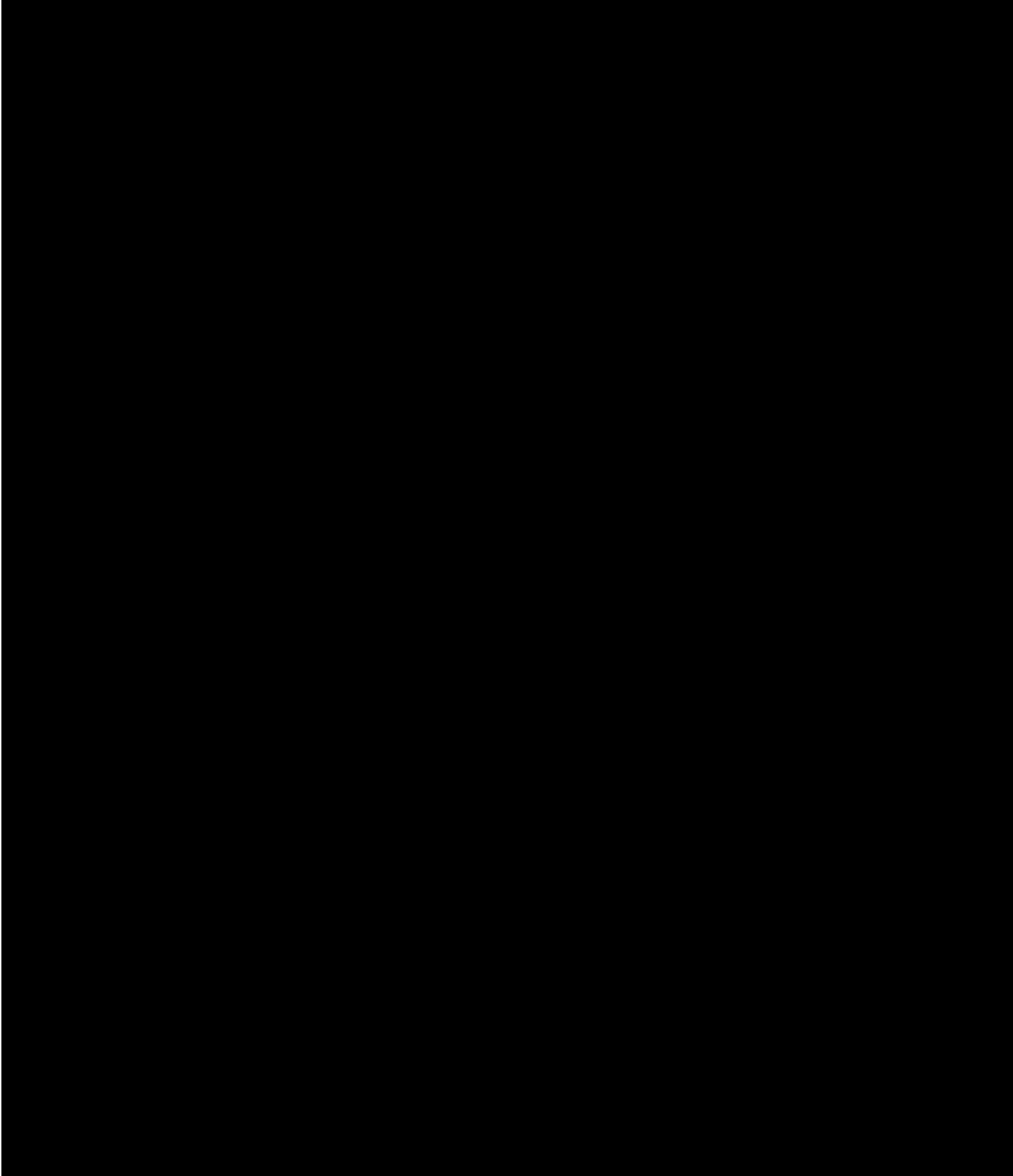


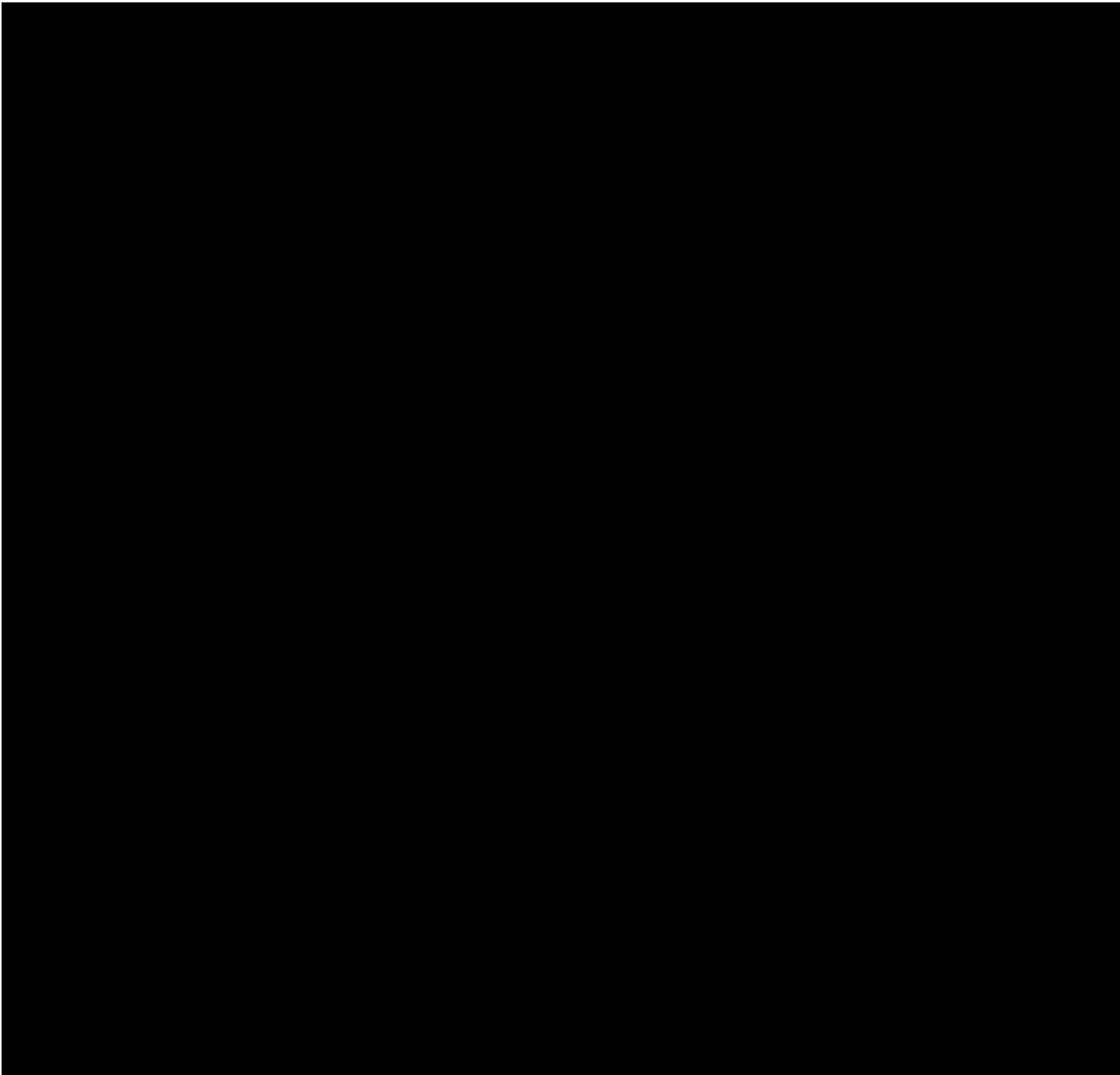
74. Service and Fieldwork Related Strengths (RFP 4.3(A)(1) (a)(13))





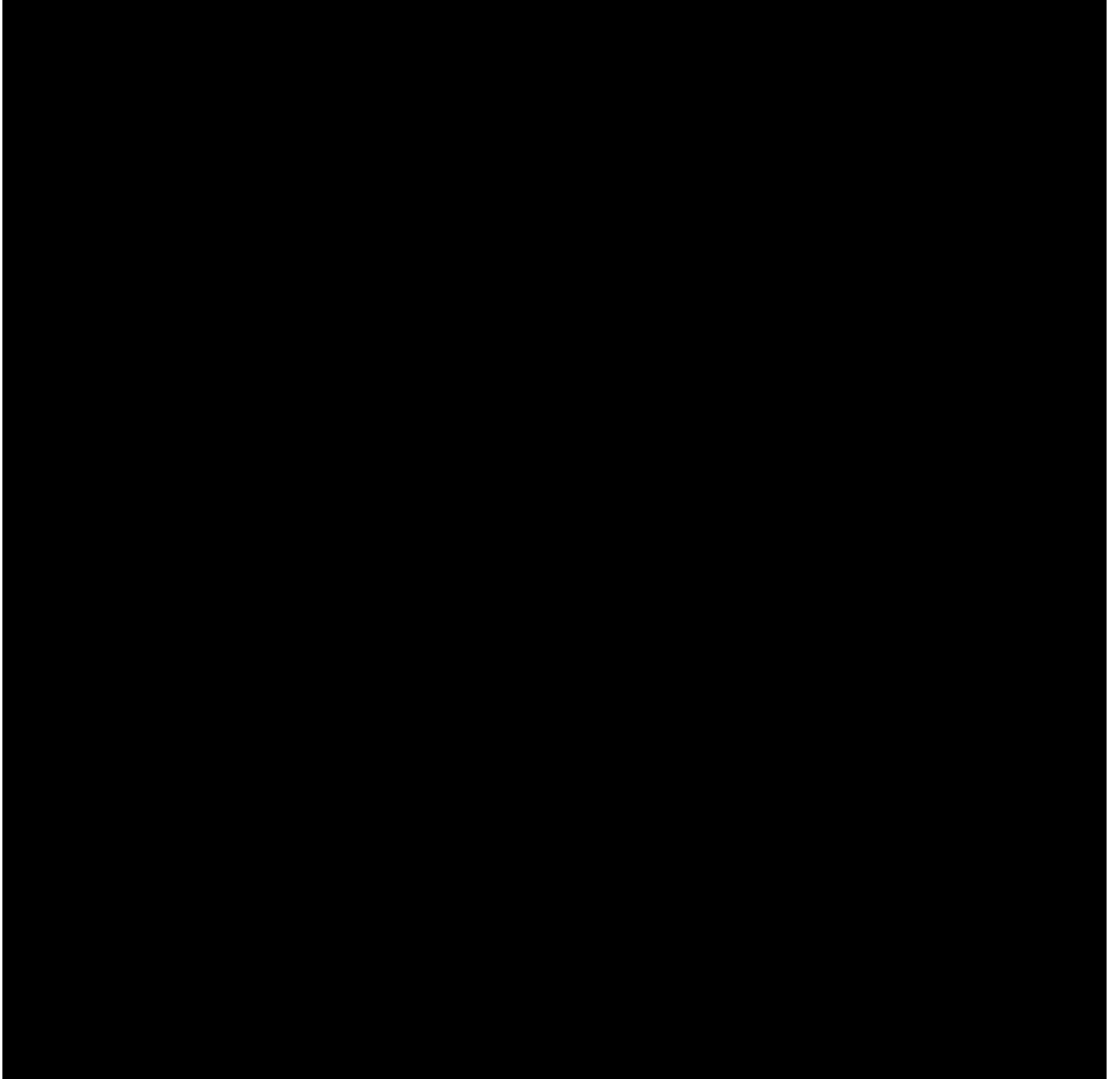


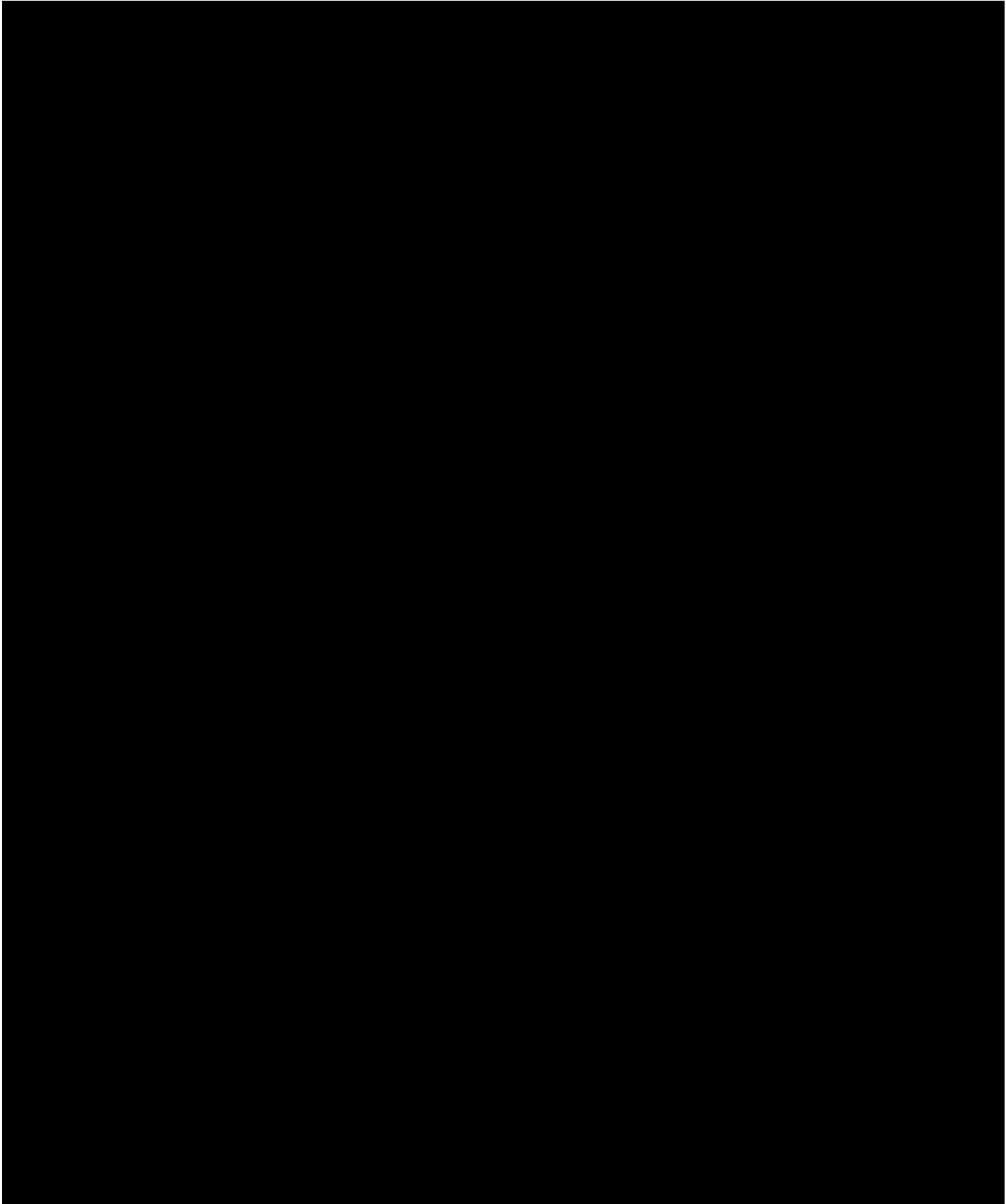


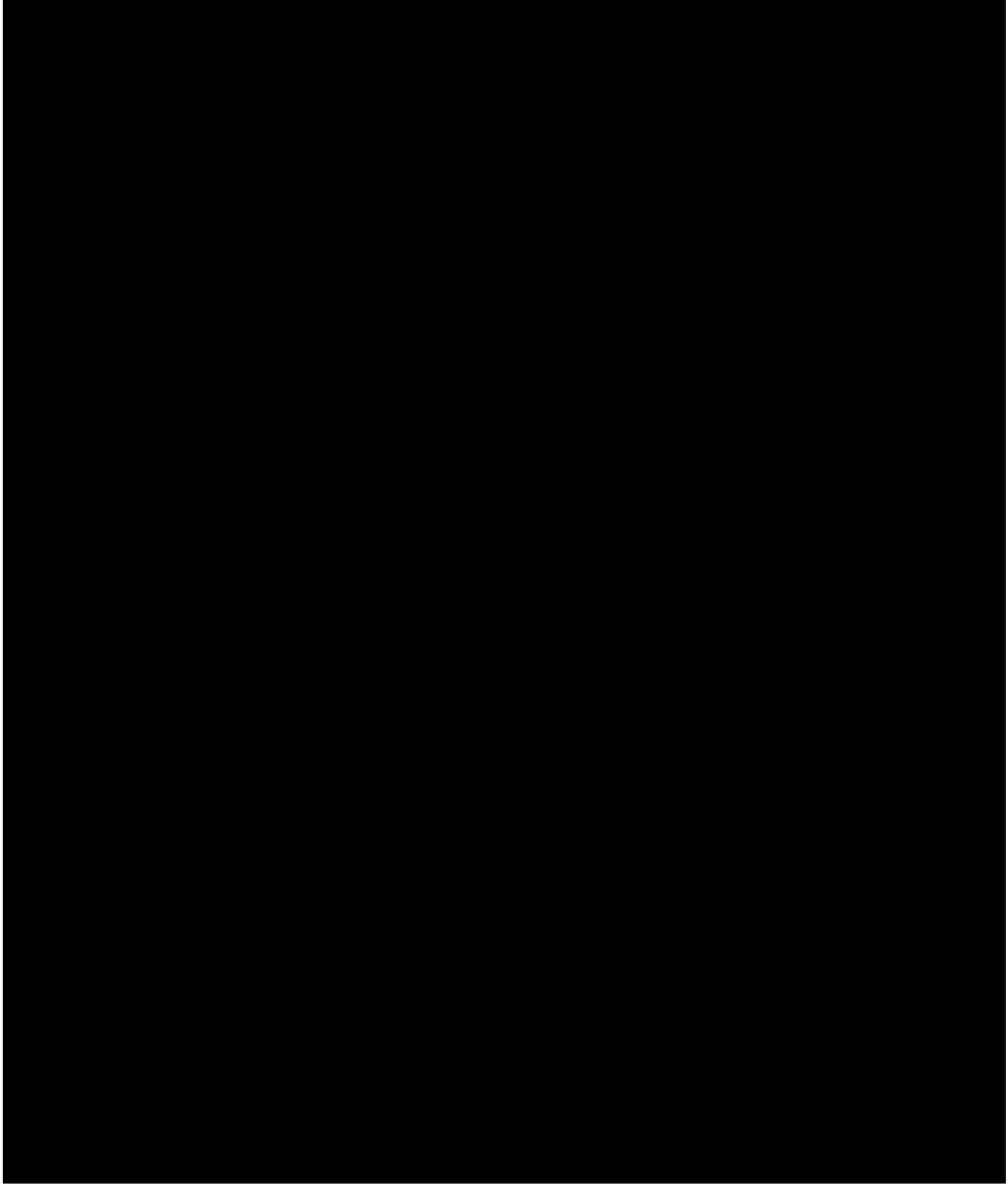


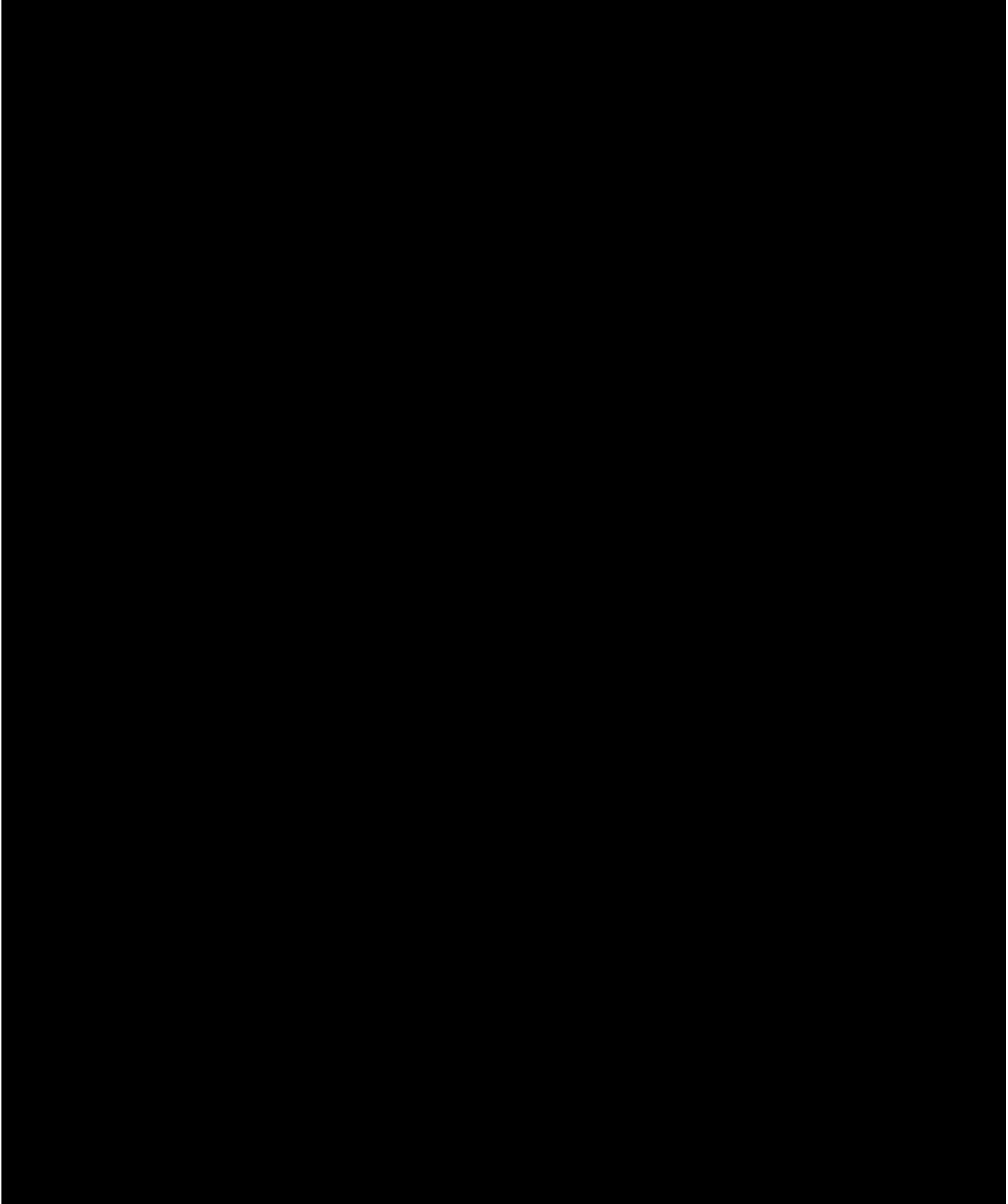


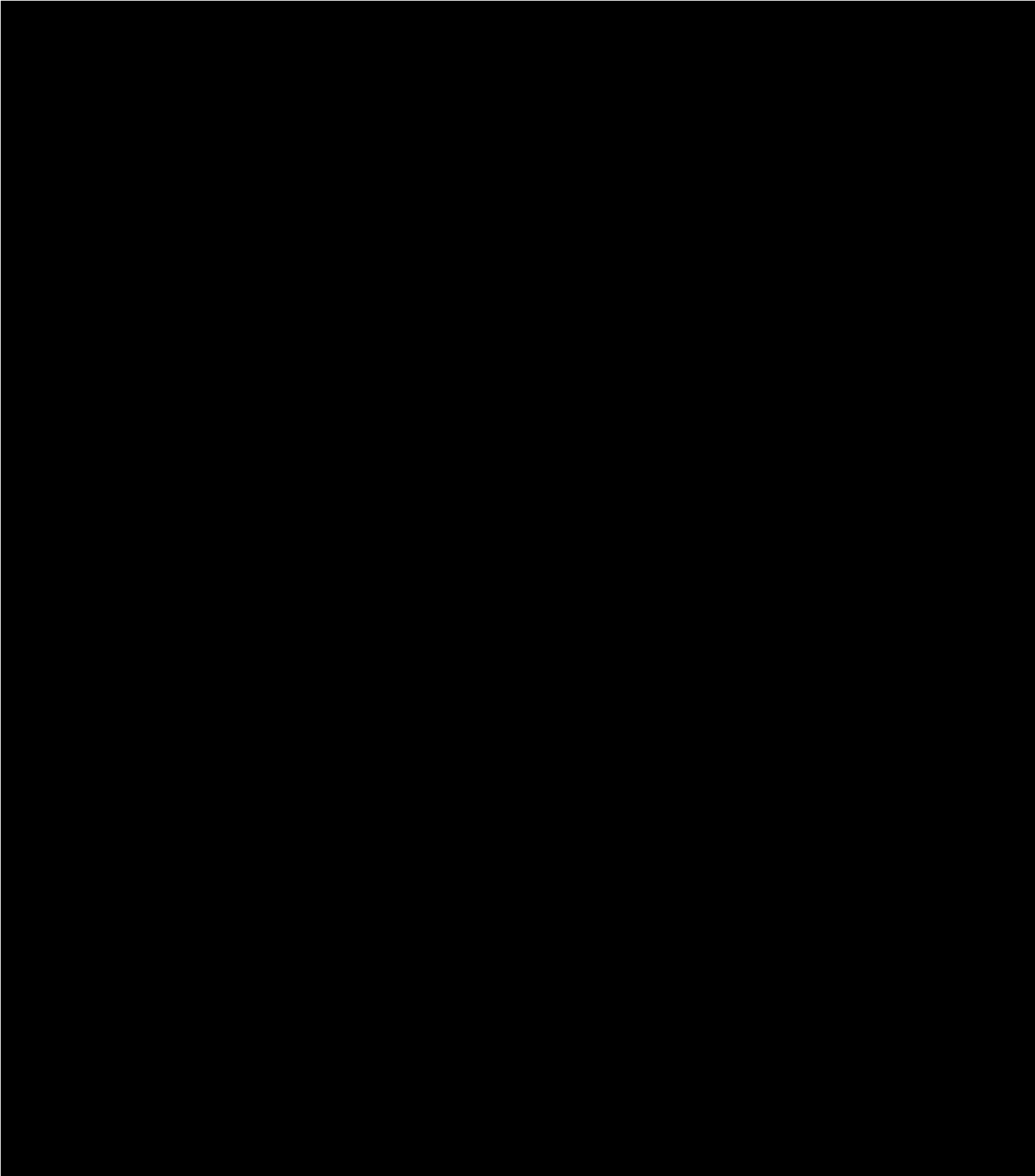
75. Manufacturing Strengths (RFP 4.3(A)(1)(a)(13))

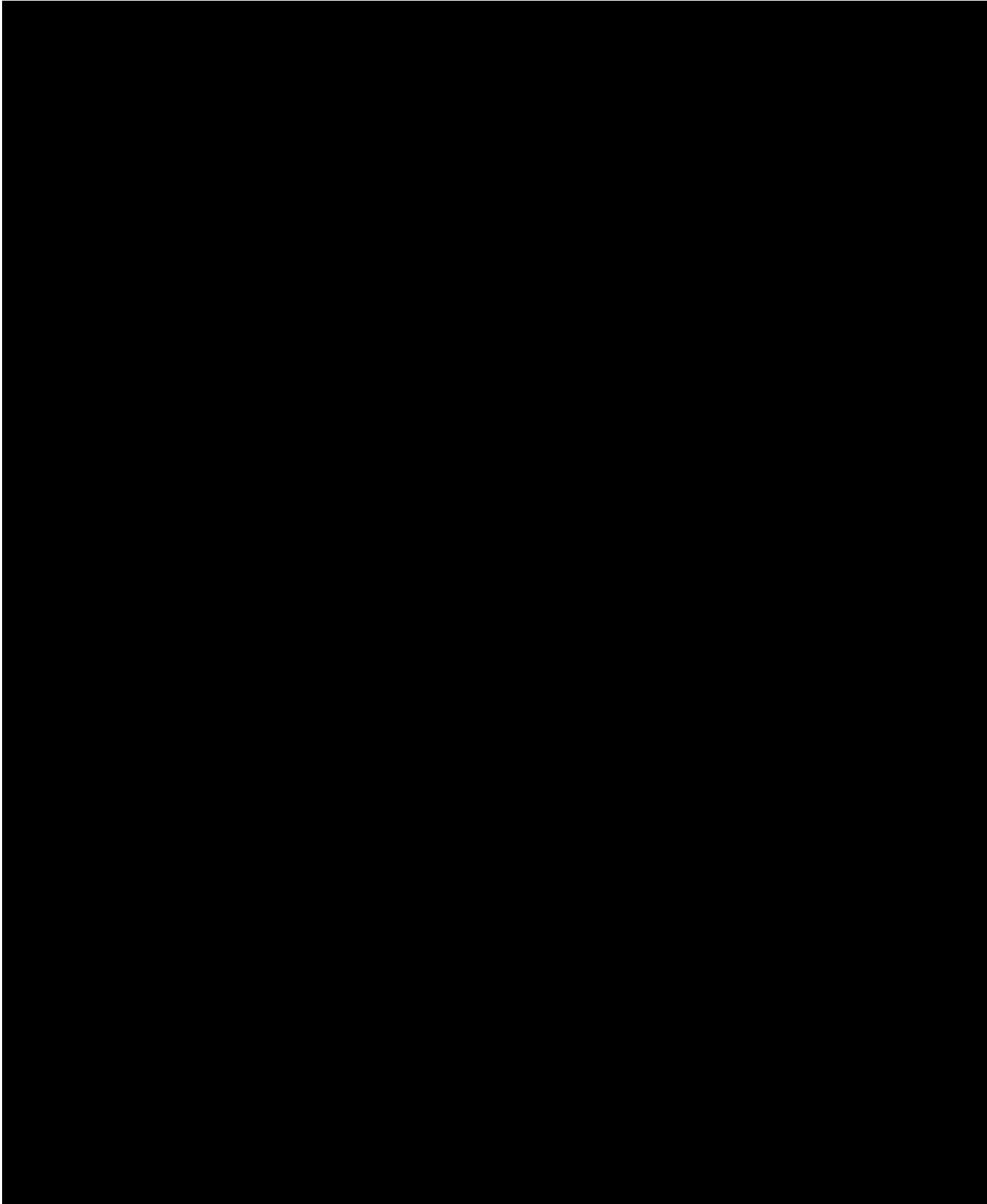


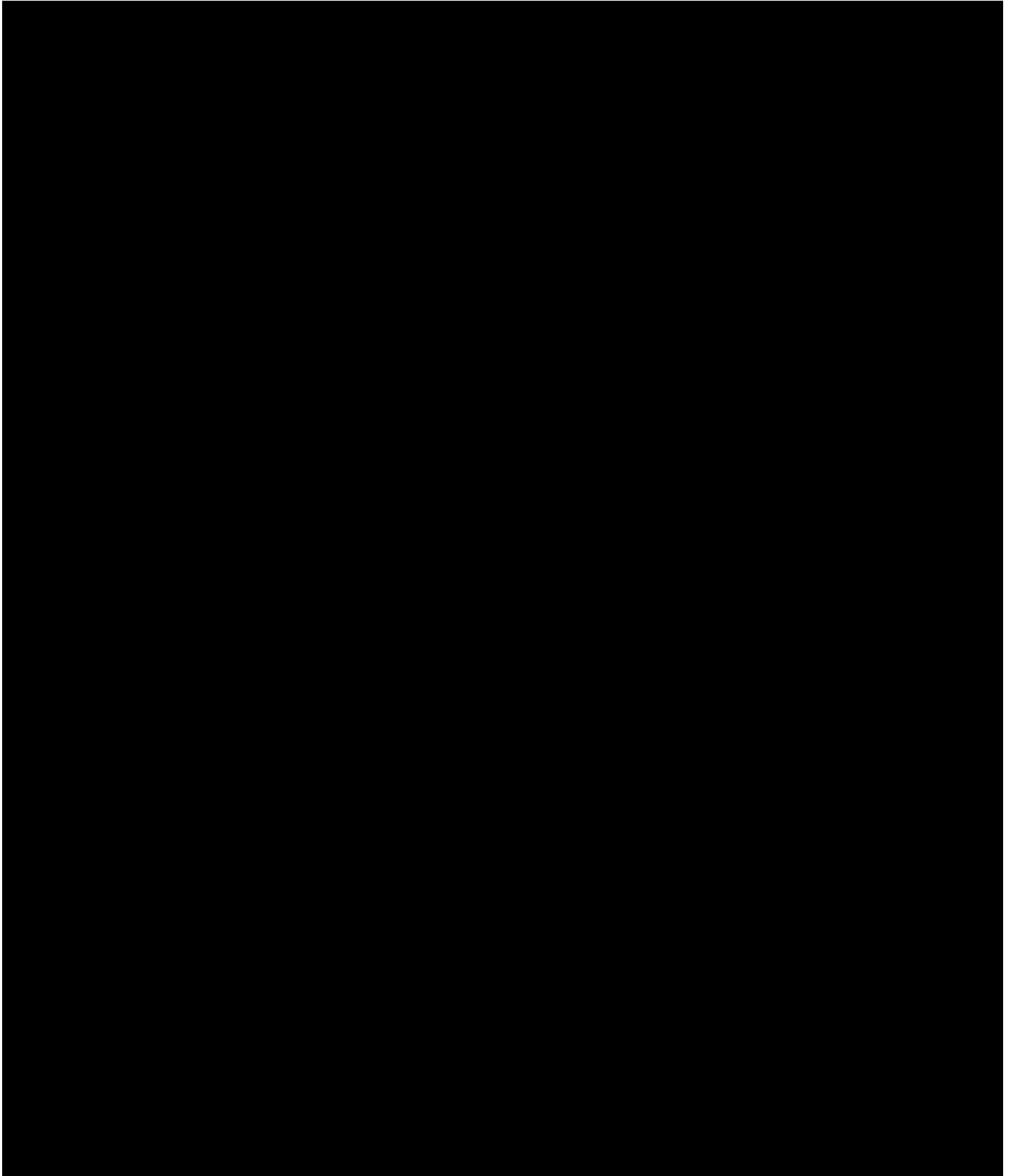


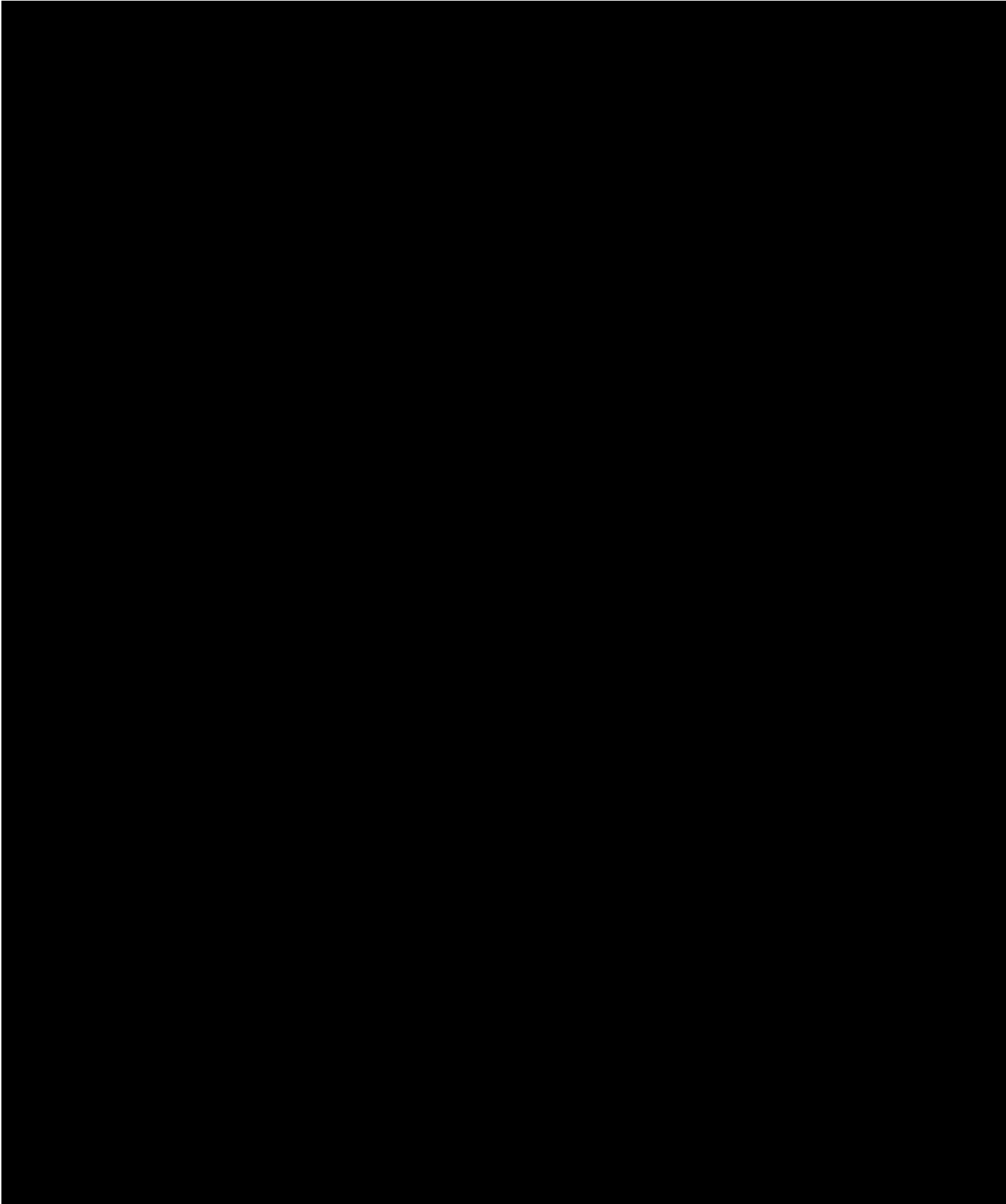


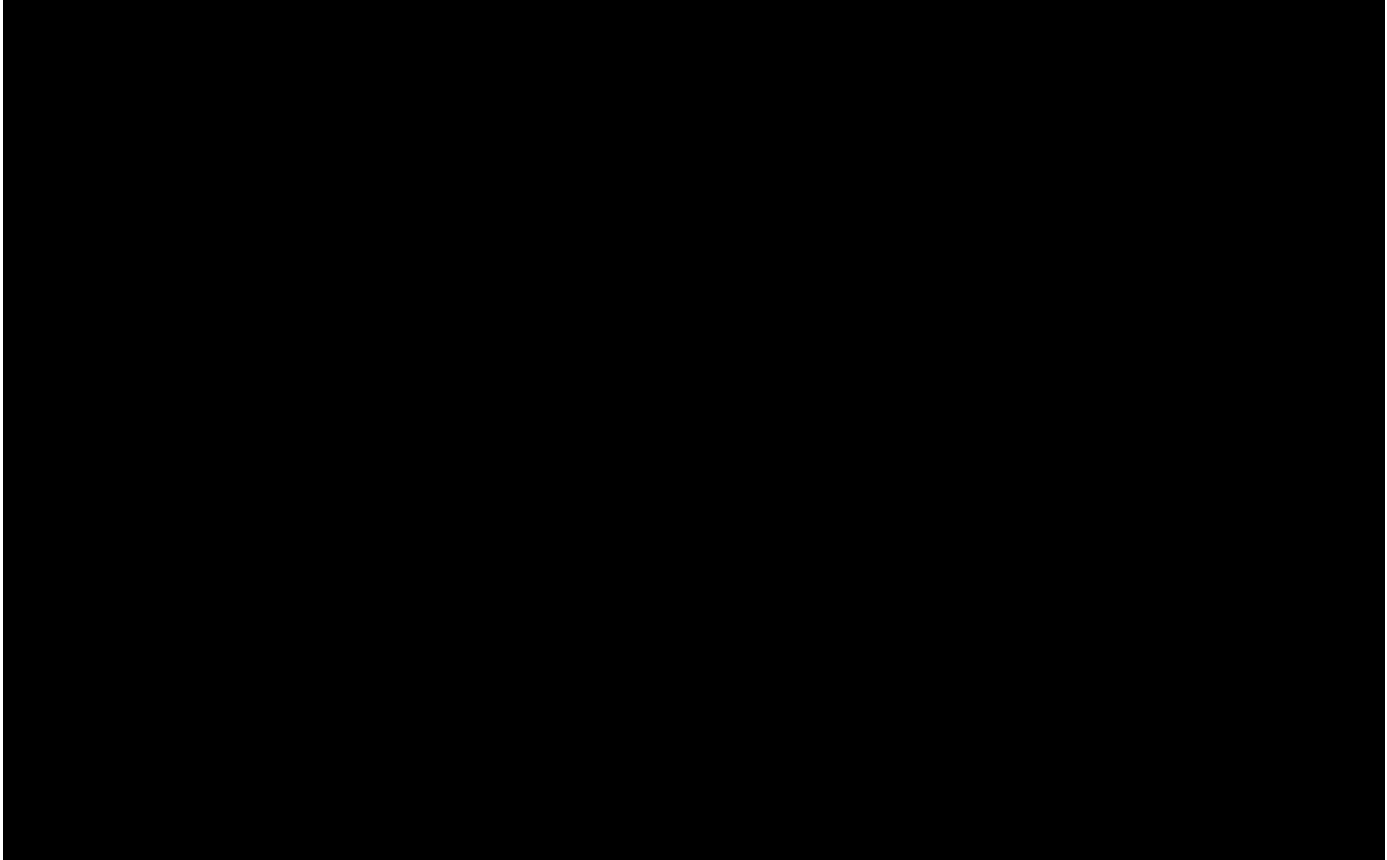






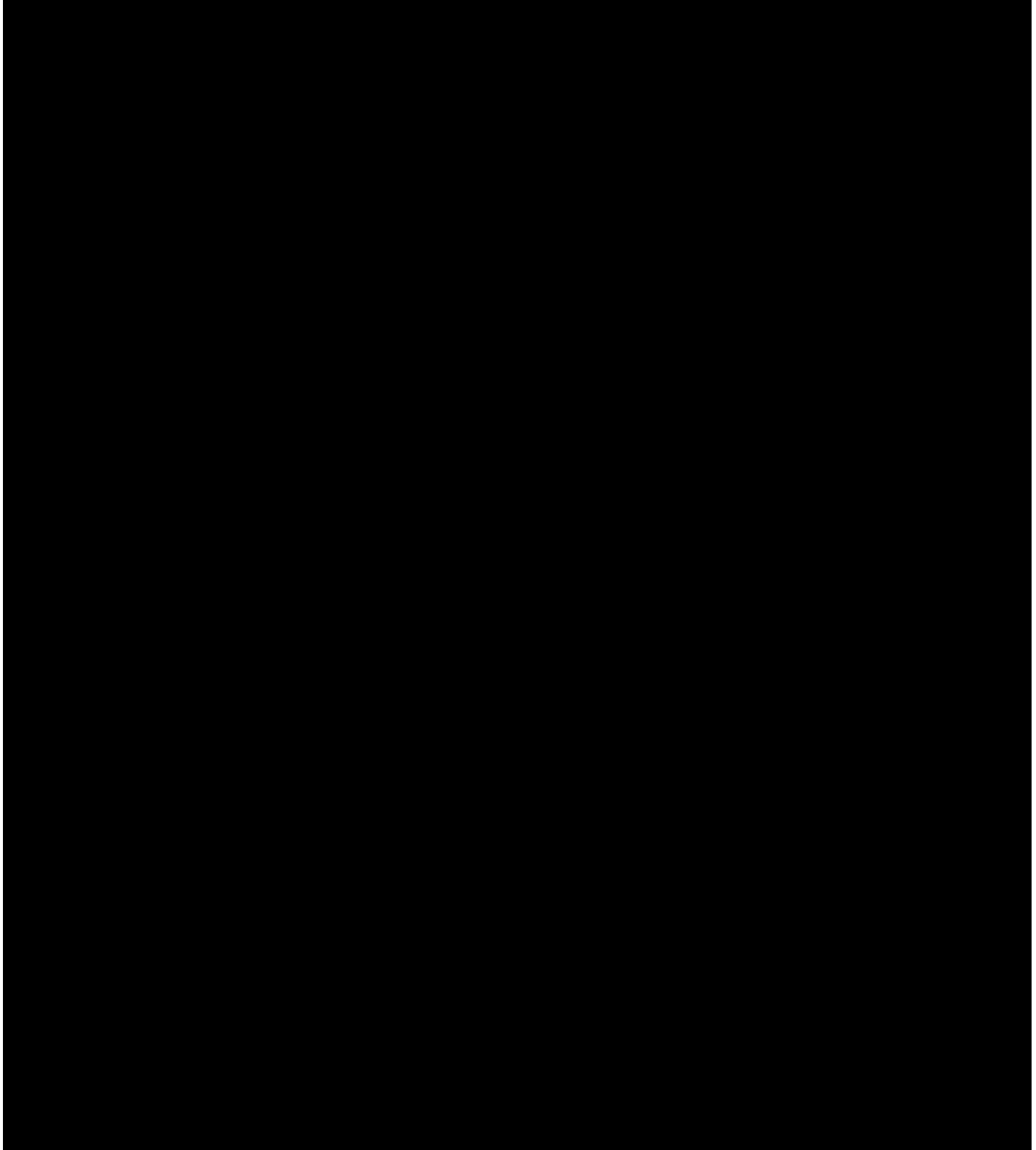


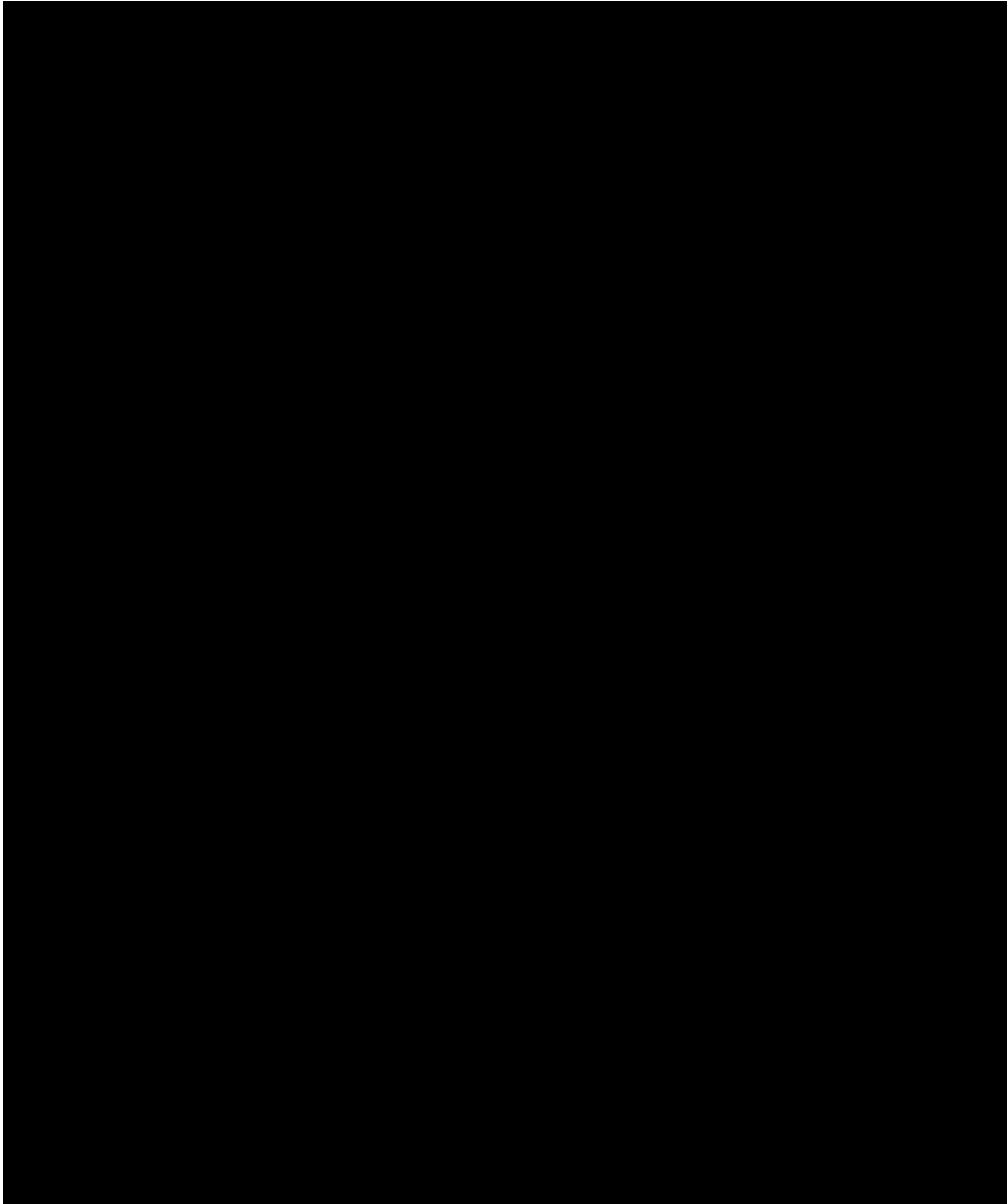


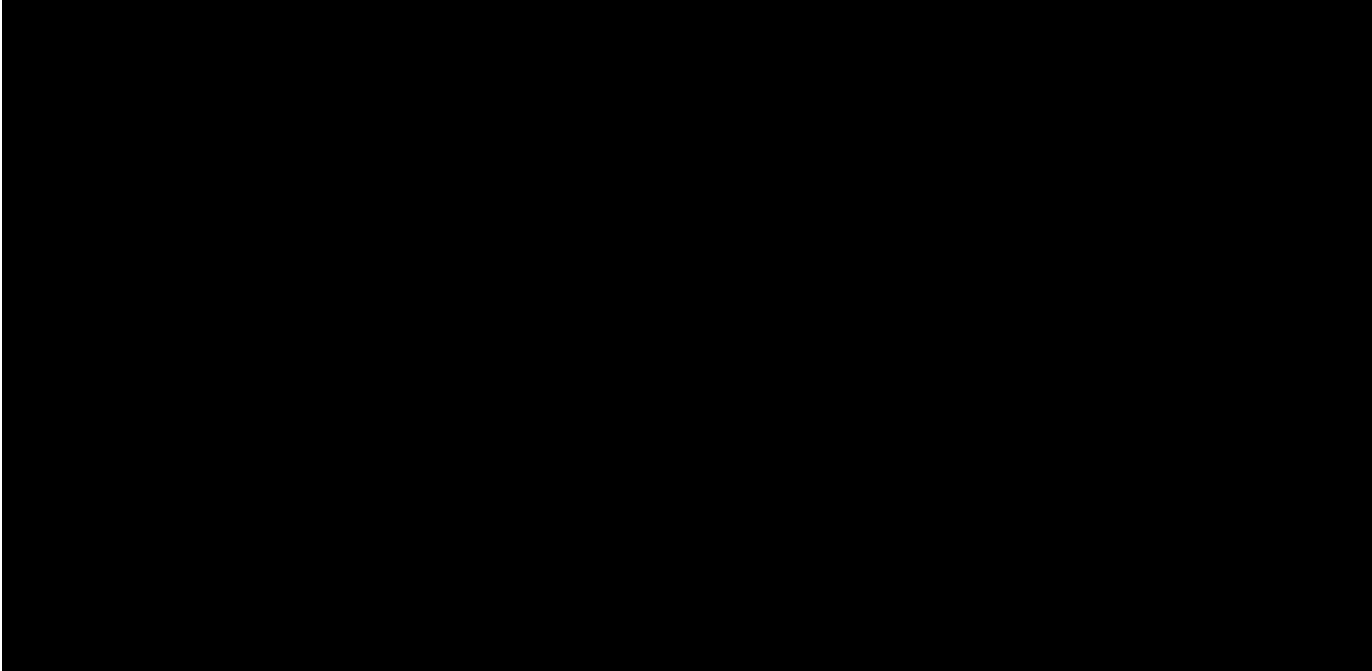




76. Bidder's Strengths – Regulatory Compliance (RFP 4.3(A) (1)(a)(13))

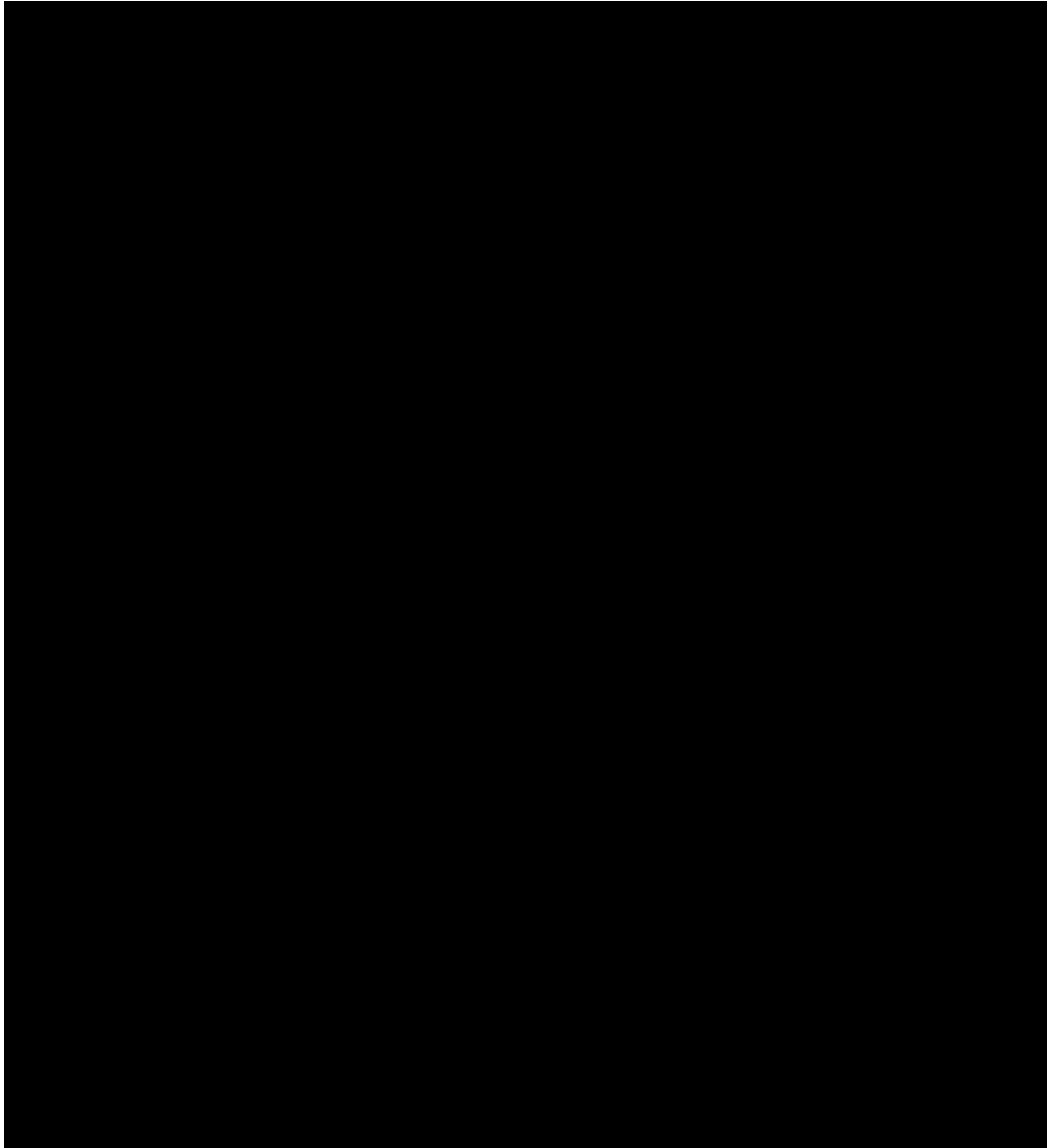


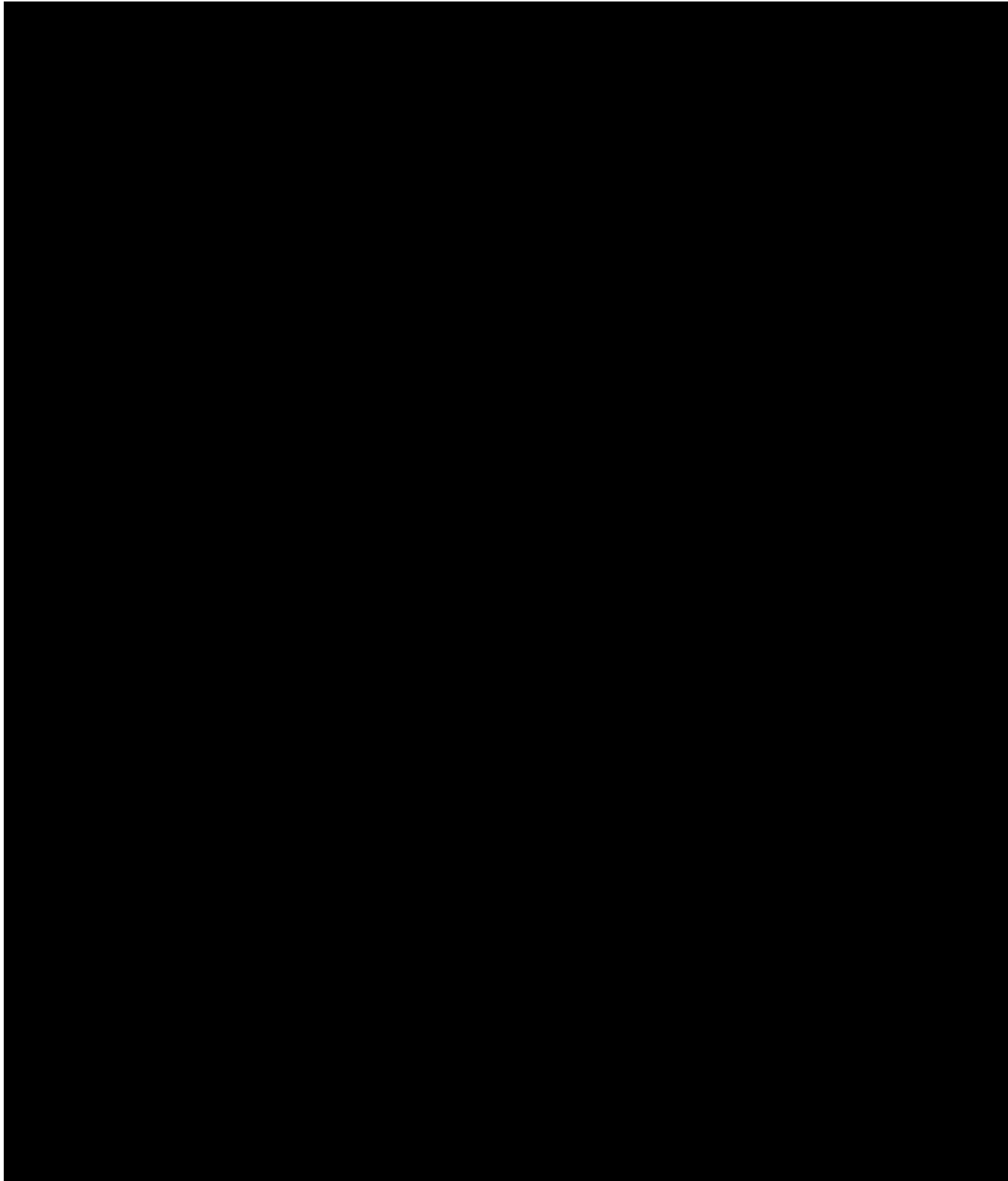




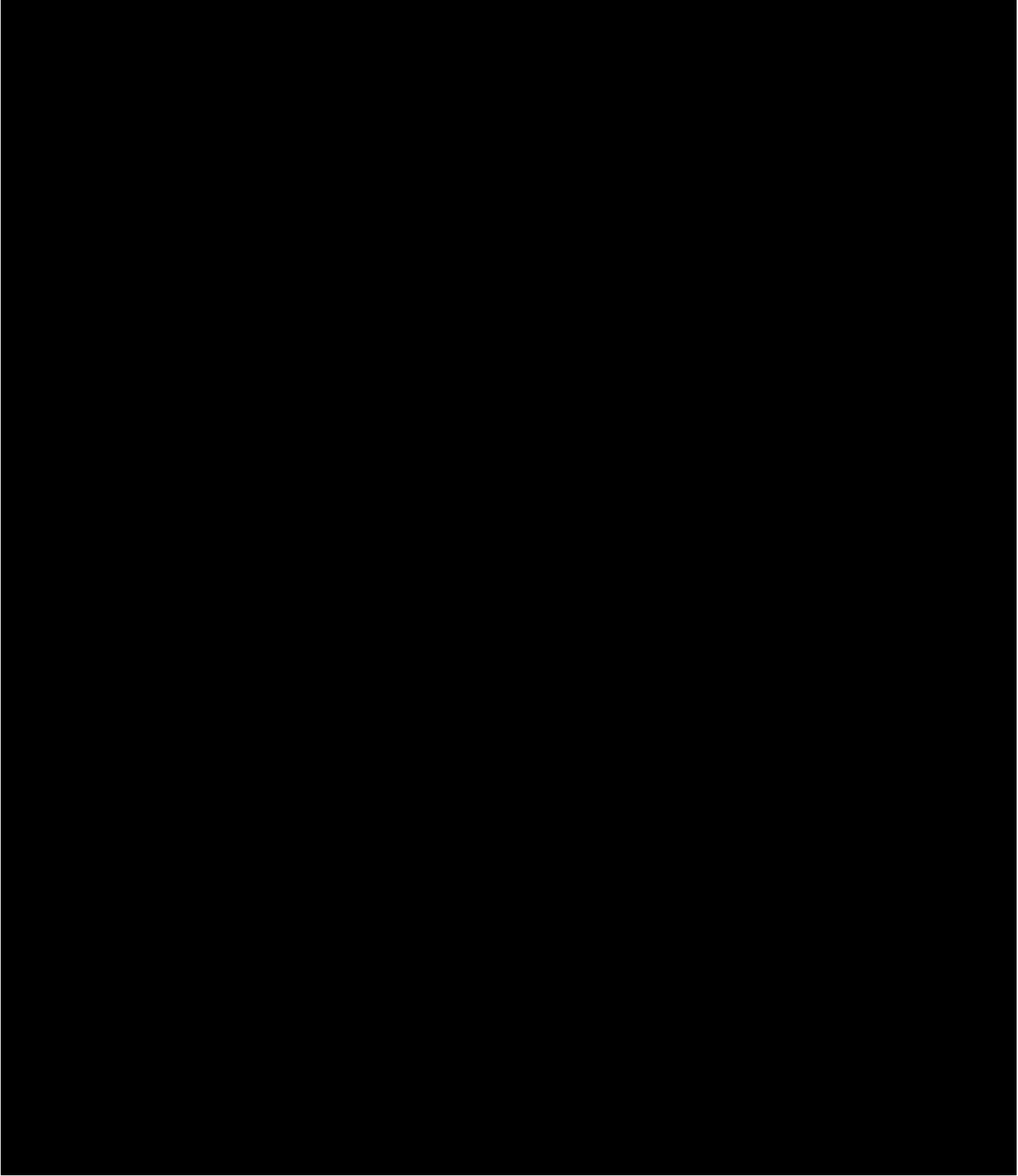
Accounts Lost or Resigned Over the Past Two Years

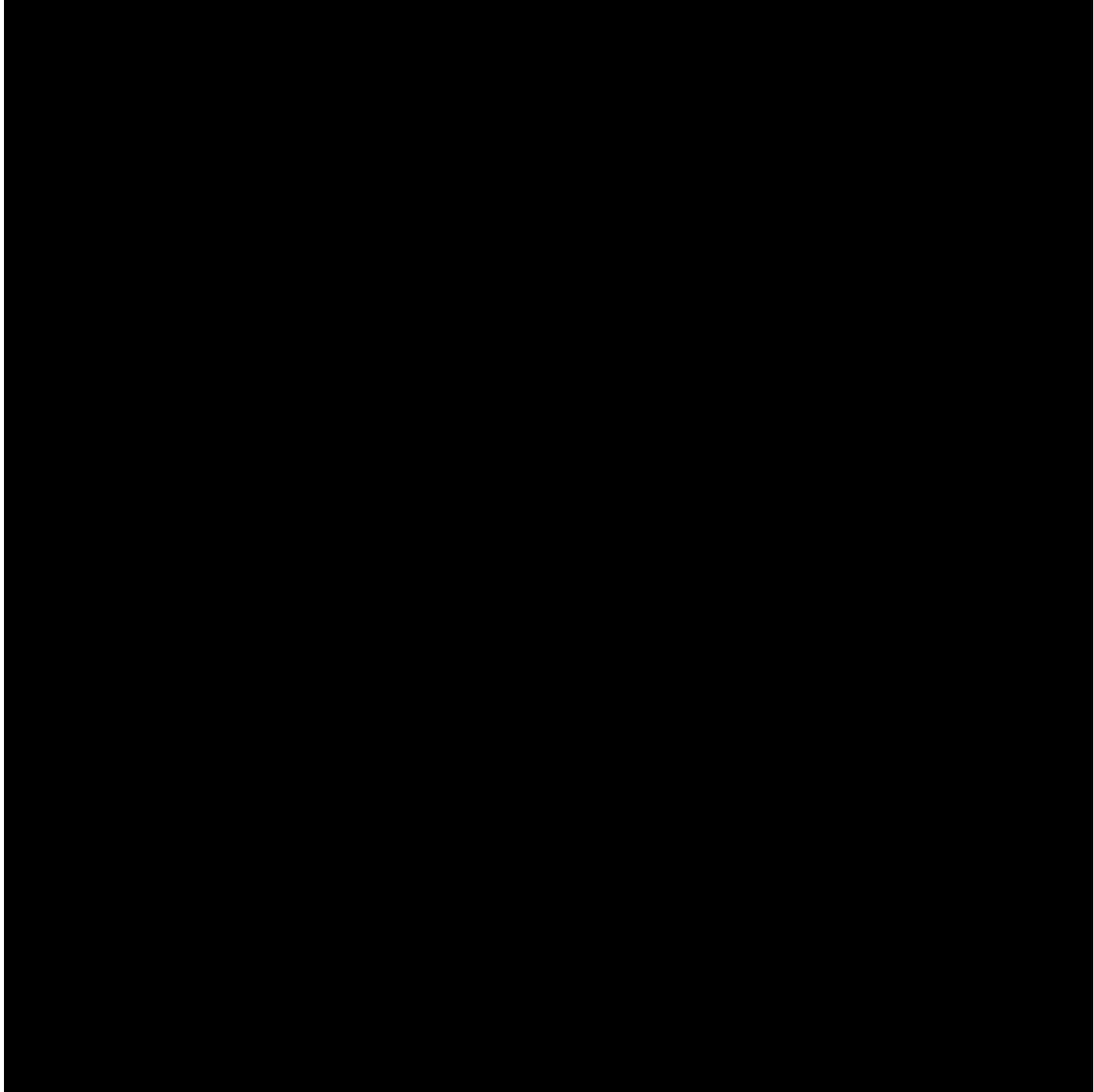
77. Accounts Lost or Resigned Over the Past Two Years (RFP 4.3(A)(1)(a)(14))





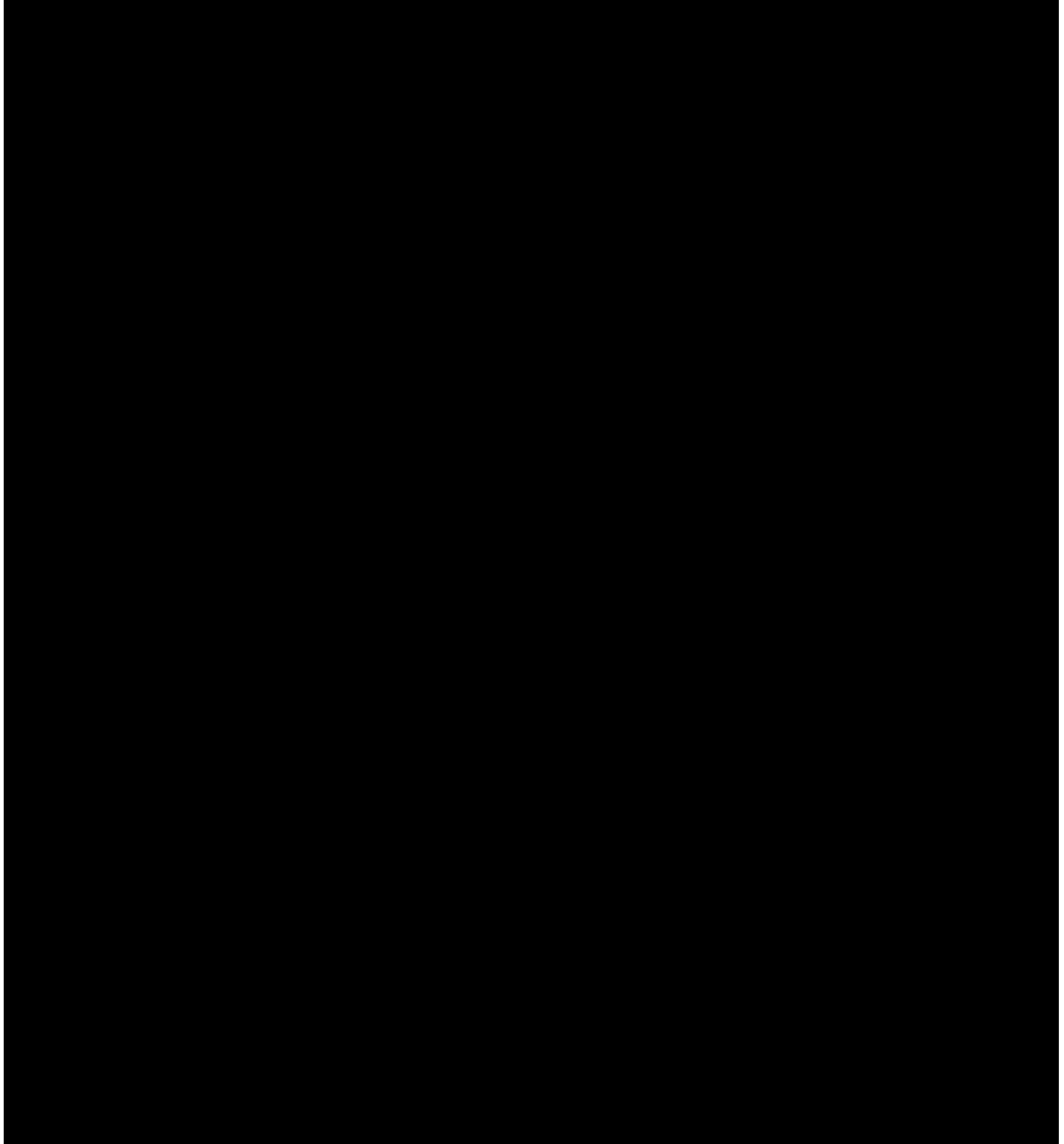
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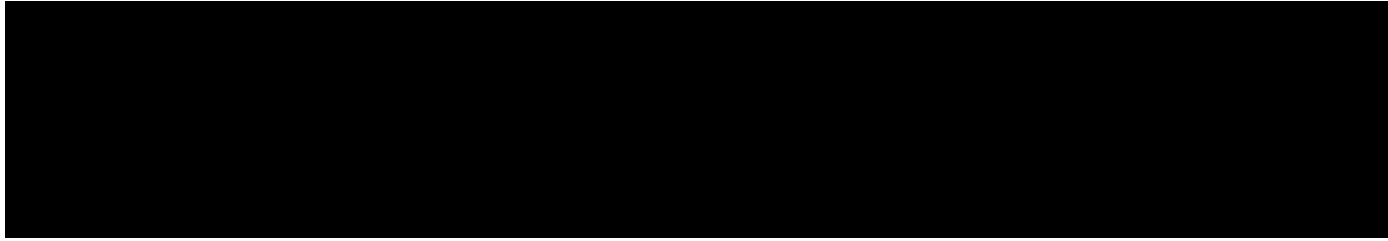




Penalties or Liquidated Damages Assessed

78. Penalties or Liquidated Damages Assessed (RFP 4.3(A) (1)(a)(15))



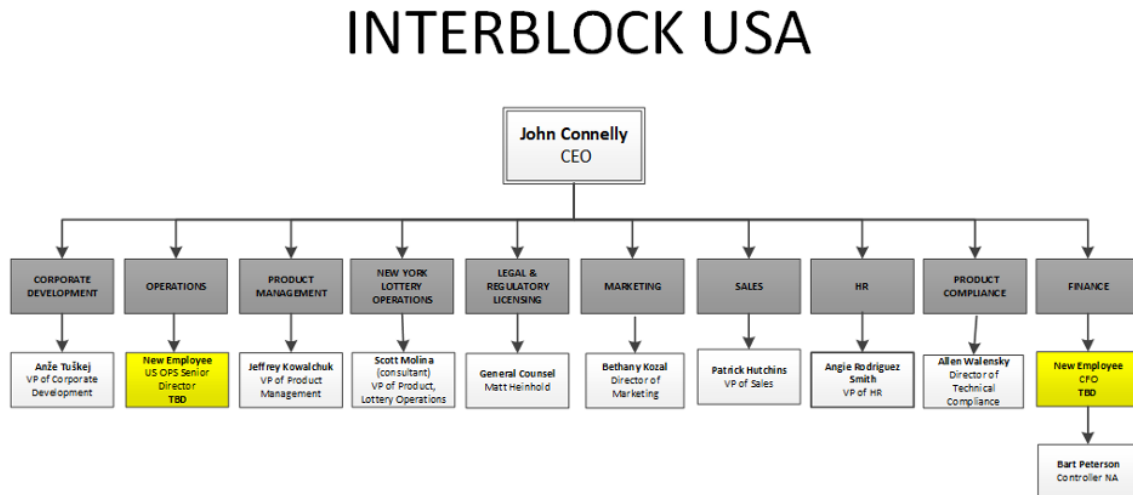


Corporate Personnel, Ownership Control, and Facilities

79. Corporate Personnel, Ownership Control, and Facilities (RFP 4.3(A)(1)(a)(16))

Bidder's Organizational Chart

Figure 79.1



Description of Key Corporate Personnel

John J. Connolly

CEO and Manager at Interblock USA

John Connolly is a highly respected and proven leader with more than 29 years of experience in gaming and a distinguished track record of business development, innovation and M&A. His extensive background with-in US and international markets has played a pivotal role in increasing Interblock's market share, innovation and profitability over the past six years. While the industry struggled with the effects of the unprecedented pandemic, he made health and safety a priority for his workforce while methodically ramping up R&D efforts to better serve customers and offer solutions that have aided in bringing players back to the casino floor safely. John's unwavering commitment will continue to blaze the trail not only for Interblock, but for the future of electronic table games.

John Connolly was appointed the Corporation's Chief Executive Officer effective January 2015. Before joining Interblock he was a member of Bally Technologies Executive Committee. In 2004 Mr. Connolly joined Bally Technologies as Vice President of Governmental Markets, but was quickly promoted in 2005 to Vice President of International. In 2011, John Connolly was named to the Executive Committee of Bally as the Vice President of M&A and Business Development, while in January of 2014 the Interactive Division was added to his list of responsibilities, along with a Senior Vice President title. Previous to Bally, he served as Vice President of Sales and Marketing for Automated Wagering International – now a part of Scientific Games – and as a Senior Account Executive for GTECH Corporation.

Prior to that, John held several high-level sales and marketing roles:

Senior Vice President of Sales for Oberthur Gaming Technologies Corporation, the world's largest printer of scratch-off lottery tickets, from 2001-2004.

Vice President of Sales and Marketing for Automated Wagering International, Inc. (AWI), a lottery systems provider, from 1995-1998,

Account Executive for GTECH Corporation from 1992-1995.

Mr. Connelly received a Bachelor of Science degree from Bryant College in 1992 and in November 2007 completed Harvard Business School's General Management Program, a seven-week Executive Education program for executives who have demonstrated capabilities and proven leadership potential.

Anže Tuškej

VP Of Corporate Development, NA

Anže Tuškej joined the Interblock group of companies in 2014 as Hotel Manager of Kongo Hotel & Casino in Grosuplje, Slovenia, where he was responsible for all day-to-day operations, and management of staff and guest services. Mr. Tuškej's successful efforts resulted in direct net operating profits increase. His achievements were quickly noticed by senior leadership, creating a new opportunity within the company. In 2015, Mr. Tuškej was transferred from Kongo Hotel & Casino to its parent company, Interblock d.d., to serve as the Company's Senior Data Analyst.

In that role, Mr. Tuškej oversaw the implementation of multiple software solutions, focusing on Business Intelligence (BI), Predictive Analytics, and Enterprise Resource Planning (ERP) on a global scale. In 2016, Mr. Tuškej was transferred to Interblock USA in Las Vegas, Nevada to serve as VP of Corporate Development.

In his current role as VP of Corporate Development, Mr. Tuškej is responsible for global budgeting, financial planning, and key performance indicators for all divisions of the company. To support the Company's global growth trajectory, he is overseeing the company's Service & Operation processes and Business Intelligence tools to ensure that there are adequate data driven tools for Interblock to deliver an exceptional customer experience for years to come. During his tenure at Interblock USA Mr. Tuškej has contributed to growing the company from 2,000 lease units to over 6,000 lease units in the United States over five years.

Jeffrey Kowalchuk

VP of Product Management

Jeffrey Kowalchuk is an innovative, strategic senior operations executive with more than 20 years of progressive casino experience that includes a unique, multifaceted operational and product background in multiple gaming markets worldwide. He has a proven career progression of increased leadership responsibility and a track record of delivering superior financial results, even in the most challenging economic environments and declining markets.

Jeffrey Kowalchuk was appointed the VP of Product Management at Interblock, effective November 2020. Before joining Interblock he served as Gaming Consultant to Viz Explorer where he managed a third-party relationship to integrate an electronic table games solution into the Viz Explorer platform and to Affinity Gaming, where he evaluated casino operations across the company's entire portfolio and provided EBIDTA enhancing recommendations for Table Games, Poker, and Electronic Table Games. Previous to Viz Explorer and Affinity Gaming, he had the role of Casino operations expert leading the acquisition and integration of a major casino industry table games player tracking system, and providing strategic oversight of the day-to-day operations and future development of the product at American Gaming Systems.

Prior to that, he served Caesars Entertainment first as Assistant Casino Manager at Harrah's Rio and Table Games Dual Rate Supervisor & Department trainer AT Harrah's. Then he progressed as Corporate Director of

Table Games & Technology where he led a centralized team of three directors and two managers supporting 35 properties on daily operations, revenue management, core systems, and poker. After that, he took on the role of Enterprise VP Table Games. Prior to that, Jeffrey Kowalchuk held several Gaming operations roles at Coastal Gaming Group:

- GM Casino Operations – Cruise ships, Casino Day Cruises, San Jose Palacio Costa Rica from 1995-2001
- Table Games Supervisor
- Dealing School Instructor

Scott Molina

VP of Product Lottery Operation (Consultant – Subcontractor)

Scott Molina is a confident leader with a strong background in casino operations, project management, strategic planning, and P&L oversight, who can meet and exceed expectations in challenging markets while managing risk and generating profitable returns. A relationship-oriented leader who can communicate effectively with peers, employees, regulators, sales representatives, union representatives, community leaders, and customers. Possesses an expert understanding of consumer behavior and the relationship between yield management and customer satisfaction. Routinely takes an active role in government relations, public relations, customer development, industry participation, and regulatory compliance. Worth mentioning is this accomplished executive's rich set of experience including managerial experience in the gaming industry, including one year as a Chief Operating Officer of Genting New York State, three years as President of Resorts World Casino New York City (RWCNYC), two years as Chief Operating Officer of RWCNYC, and over 17 years tenure in a senior executive role.

Scott has been appointed the Independent Consultant at Interblock, a subcontractor. He owns Molina Gaming Consulting which offers mainly accessing business needs and developing attainable goals for revenue generation and developing and maintaining productive client relationships. His last employer was Genting New York State where he acted as Chief Operating Officer. His main responsibilities were overseeing the operation and performance of Genting Americas' two casino properties in New York – Resorts World Casino New York City (RWCNYC) in Queens, NY, and Resorts World Catskills (RWC) in Monticello, NY. He also needed to manage a team of 2,000 employees in two different locations. There he also managed the merger of RWCNYC and RWC. Prior to joining Genting New York State, he had the role of President of Resorts World Casino NYC where he managed more than 1,000 staff members and other executives at the property. Last but not least, his job was to oversee all aspects of property business plan, encompassing financial, operational, and service objectives. In that time, he developed and accomplished short-term and long-term objectives that furthered the properties' growth. With his effort property achieved record annual gross gaming revenue and adjusted EBITDA every year during his tenure as president at RWCNYC. Before becoming President of Resorts, he acted as Chief Operating Officer and Vice President of Gaming Operations. His employers previous to Resort World Casino New York City were Trump Taj Mahal (Executive Director of Slot Operations), Trump Marina/Castle (Slot Performance Manager), and Claridge Hotel & Casino (Slot Technician Supervisor).

His education and professional development consist of General Education at Anza College Casino Management Strategies Certification (UNLV), Slot Leadership Program Certification (UNLV), Advanced Topics in Slot Operations Certification (UNLV), Gaming Management and Leadership Consortium, and Electronic Slot Machine Repair Certification.

Matt Heinhold

General Counsel

Matthew L. Heinhold is a general counsel and business executive who is a team-oriented leader and creative thinker with particular expertise in real estate development, business operations, risk management, employment, and intellectual property.

He joined Interblock in January 2021. He has the global function of General Counsel.

Besides his professional experience, he has many more important achievements. He is a holder of a Nevada non-restricted gaming license. He managed acquisitions of future development properties in Nevada (both Las Vegas and Reno) and California. Matthew also participated with a management team in the entry of a gaming company into the development and management of greenfield tribal casino gaming projects in California (Thunder Valley Casino Resort in Sacramento and Graton Casino Resort in Sonoma County) and Michigan (Gun Lake Casino near Grand Rapids). He also assisted outside counsel of a gaming company during complex corporate bankruptcy, including attending and participating in various court hearings, reviewing and approving filings, and related duties.

Matthew received a Bachelor of Arts (Cum Laude) in Business Management and a Master in Business Administration at the University of Utah. He earned a J.D. degree at the University of Michigan Law School.

Before joining Interblock he served as Associate Attorney at Schreck Morris, where he did legal research and writing, including contract drafting and review, for various corporate and real estate transactions. He was recruited from this position to join a client's in-house counsel office.

After serving at Schreck Morris he worked at Station Casinos (including Station Casinos, Inc., Fertitta Entertainment LLC, Station Casinos LLC and Red Rock Resorts, Inc.). His roles at Station Casinos were, at various times during his tenure, Senior Vice President, General Counsel, Secretary, Associate General Counsel, Senior Vice President, and Corporate Counsel. There he gained experience with managing all facets of lean corporate legal and risk management departments in many aspects of business operations including:

- Risk management across various operations including human resources, real estate development, gaming and hotel operations, including consulting with and advising heads of business units on issues of potential exposure
- Managed legal aspects of land acquisitions and property development
- Maintained working relationships with various elected officials and city, county, state and federal employees in order to secure various permissions and approvals for company activities in Nevada and elsewhere
- Supervised and coordinated with outside counsel regarding litigation against company

Bethany Kozal

Director of Marketing

Bethany Kozal is a highly organized, bilingual Marketing Communications professional with global experience and a diverse background in trade show management, digital and traditional media, internal and external communications, and public relations designed to enhance company's brand while communicating company message.

Bethany Kozal was appointed the Director of Marketing at Interblock, effective November 2020. She is responsible for the development and execution of integrated marketing communications, messaging, plans, and tracking associated budgets. Furthermore, she is developing Stadium Table Game Training division

within the company, beginning with domestic training for Stadium product launches. Finally, she oversees domestic and Latin America promotional activities, from casino-floor promotions to trade shows from inception to completion.

Before joining Interblock she served as Marketing Manager at Gaming Arts where she managed marketing budget, graphics team, and all corporate marketing functions, including brand management, product launch, advertising, marketing collateral, events, and social media. There she also coordinated with the CEO on the development and execution of marketing strategies, campaigns, and promotions.

Bethany graduated from the University of Nevada with a degree in Journalism and Media Studies – Integrated Marketing Communication. She participated in the National Student Advertising Competition as Account Services Lead and Keynote Presentation Creator.

Patrick Hutchins

VP of Sales

Patrick Hutchins is an individual with a wide range of work experience in the gaming industry.

He joined Interblock in January 2018 as Vice President of Sales West.

After Patrick finished his formal education, which includes graduation from the US Nuclear Weapons Handling school, graduation from the US Naval Basic Point Defense Surface Missile System, graduation from the US Naval Electronics and Electricity Technical School, completing the US Naval Recruit Training Program, and receiving a High School Diploma, he started his professional career serving in the US Navy as an E-4 Fire Control Technician.

Soon after that, his career took him into the gaming industry. First, he worked for Ramada Express Hotel & Casino as Slot Manager where he gained experience related to slot games as he, among other responsibilities, managed the Slot department with 1,550 machines, 120 employees, and an Arcade with six employees. Then he started working for River Palms Resort & Casino, first as Assistant General Manager and then as Director of Slot Operations. His scope of work included overseeing Resort Operations during the absence of the CEO, managing a huge Slot department, developing new casino promotions to increase slot win, and restructuring the Slot Database comp guidelines. He was also responsible for departmental budgets and providing month and year to date financial reviews. The next step of his career was also in the field of gaming, at Tropicana Resort & Casino as Vice President of Slot Operations/Casino Marketing. In subsequent years before joining Interblock, he served other gaming companies including Bally Technologies (Account Executive), C2 Gaming (Executive Vice President of Sales), Snoqualmie Casino (Executive Director of Slot Operations), and Aruze Gaming (Director of Sales).

Angie Rodriguez Smith

VP of HR

Angie Rodriguez-Smith is a Human Resources leader with over 13 years' experience in several large organizations such as hospitality, e-commerce, and technology. She has a proven track record in executing successful human relations strategies and programs. She is a leader with high integrity best known for providing guidance in people matters and building human resources talent. Her areas of expertise include employee relations, compensation, conflict resolution, self-management (Holacracy), training, ADA/FMLA, business acquisitions, engagement and culture, and many more. In addition to English, she is also fluent in Spanish.

She joined Interblock in January 2021. She leads the Human Resources function to support our employees based in the Americas, curating a culture that drives the mission and goals of the company while providing strategies for employees to reach their full potential. She partners closely with the CEO in transformative business initiatives and how we leverage employees to accomplish these goals. Importantly, she is designing and implementing a diversity and inclusion plan, coaching and facilitating leadership goal development and discussion. She is also planning and executing employee engagement activities.

Before joining Interblock she worked as Head of Human Resources at Zappos.com INC from 2014-2020, where she developed a people-centric culture while delivering on business needs for corporate and remote locations, prioritizing and balancing the demands of employees at all levels while providing support and guidance for the human resources team. She was accountable for maintaining the relationship with the parent company Amazon.

Prior to that, she served as Senior Human Resources Business Partner at Aristocrat Technologies where her main assignment was to support assigned business leaders with performance management, compensation, immigration, succession planning and team culture. She was also responsible for upholding the integrity of the company through human resources policies and leading investigations.

She was previously Human Resources Generalist at Caesars Entertainment Corporation. There she was responsible for addressing union and non-union employee concerns with grievances, arbitrations and investigations. Angie promoted the culture of Caesars Entertainment by supporting leaders with key service and department initiatives.

Angie served on the L.V.M.P.D. Citizen Review Board (Community Service) for more than 2 years, where her mission was to serve as an independent civilian oversight agency to review complaints of misconduct against Metro peace officers and to review internal investigations done by L.V.M.P.D.

Angie received a Bachelor of Arts degree specialized in Human Development and also an Associate of Arts degree specialized in Liberal Studies.

Allen Walensky

Director of Technical Compliance

Allen Walensky is a bilingual, hardworking, intelligent, and enthusiastic individual who started serving at Interblock in May 2016. His work duties include managing the completion of all product submission packages to the governmental gaming authorities and independent test labs, including, but not limited, to completing detailed forms, writing letters, reproducing software, firmware, and documentation, and advocating on behalf of the company regarding submissions. He innovated an industry-first solution with Nevada Gaming Control Board to bring simultaneous slot and live dealer-assisted play in accordance with various regulations and standards, leading a cross-functional team of employees from research and development, QA testing, technology services, and product engineer.

Allen ensures the efficient, effective, and timely preparation, lodging, and follow-through of gaming solutions, including software, hardware, firmware, mathematics configurations, and artwork submissions to regulatory agencies. This includes leading a cross-functional team of employees from research and development, technology services, manufacturing, and sales for major submission projects, including but not limited to new products and technical platforms. He also prepares approval, revocation, and rescinded notifications for company wide distribution. He has expertise in the functionality and/or bug modifications from version to version to ensure each jurisdiction has the correct product version available and compliant. He represents

the main point of contact to coordinate all responses should regulators have issues with gaming products or current submissions.

Previously, he worked for Galaxy Gaming as Compliance Manager, where he gained experiences such as managing the completion of all product submission packages to the governmental gaming authorities and independent test labs, including, but not limited, to completing detailed forms, writing letters, and advocating on behalf of the company regarding submissions. There he also prepared shipping notifications per regulatory guidelines and maintained an up-to-date list of requirements in the company's enterprise management system for various jurisdictions.

Prior to joining Interblock, he had the role of Test Engineer at Gaming Laboratories International. His duties were to complete test plans in an ISO certified test lab to ensure jurisdictional compliance and long-term reliability of electronic gaming machines. He also generated and compiled all technical data for certification reports following strict version control to maintain proper records of new and modified software and hardware. He also worked with manufacturers to ensure the proper functionality of complex gaming systems and managed large projects to expedite testing and approval of software and hardware packages. Furthermore, he assisted in modifying existing internal tracking software (issue/bugs) to conform to GLI needs, utilizing his knowledge of the LAMP stack to help develop internal tracking systems.

Allen's skills include HTML, PHP, C, C++, Java, Visual Basic.Net, Database Design and UI (SQL, Access), and NetSuite record maintenance, Microsoft Office Suite, and Command line execution and scripting. He has depth knowledge of regulatory requirements for various jurisdictions around the world. He graduated from college with Highest Honors and had a GPA score of 3.36.

Bart Peterson

Controller NA

Bart Peterson has over 20 years of work experience in the field of finance. In addition to this experience, he also received a certificate for Certified Public Accountant – Nevada License #5242.

After Bart finished formal education at the University of Nevada where he received a Master's of Science (specialized in Accounting), he started working as a Loan Officer at America First Credit Union. He continued at the Las Vegas Hilton Hotel where he had the role of Senior Accountant responsible for performing month-end journal entries, preparing monthly reconciliations for all assigned accounts, and other ad hoc reports. After that, he served Ernst & Young, LLP as Senior Auditor. There he gained experience with overseeing the day-to-day audits of both public and non-public companies, performing quarterly reviews, annual audits, and Sarbanes-Oxley compliance testing for airline, gaming, and biotech industries. There he also researched accounting and financial statement presentation issues and advised on appropriate courses of action, researching and writing memoranda on various issues related to Generally Accepted Accounting Principles.

At Ernst & Young, he also maintained client relations by providing clear and timely communication as well as completing tasks effectively and efficiently. His responsibilities included establishing and implementing budgets and monitoring engagement economics, overseeing staff auditors during daily audit duties, preparing audit committee presentations and helping to deliver communications to clients. He had similar assignments at McGladrey & Pullen and PricewaterhouseCoopers.

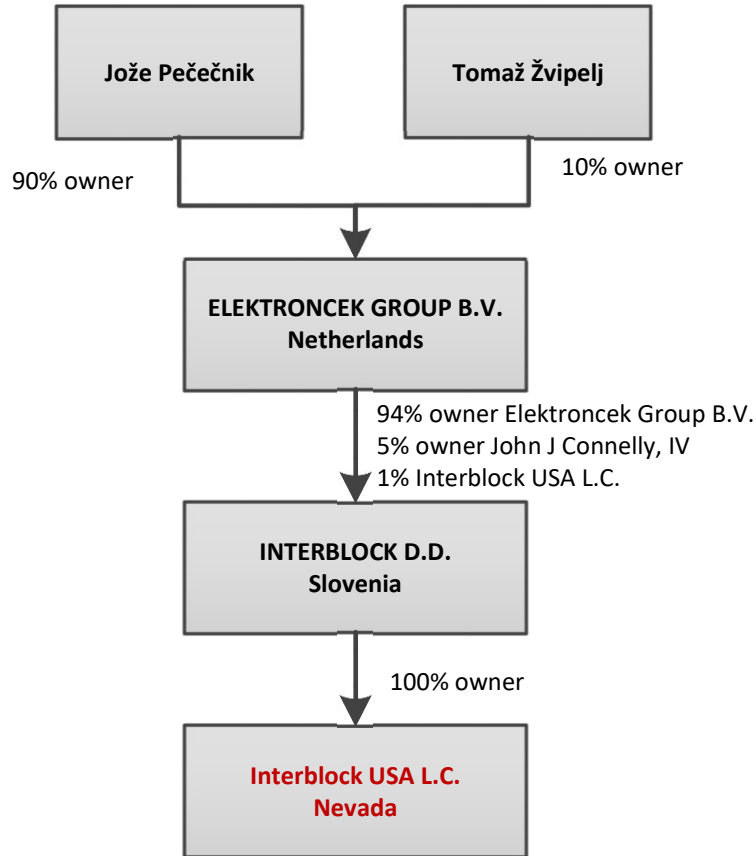
In 2012 his career continued at Station Casinos, where he worked as Senior Controller – Ledger Services. His work responsibilities included overseeing day-to-day general ledger accounting for 17 properties, super-

vising a team of 25 staff accountants, preparing month-end journal entries for sensitive accounts such as payroll and benefits accruals, reviewing over 1,000 reconciliations each month in Black Line, reviewing final financial statement packages each month for all 17 properties, researching accounting topics and proper accounting treatment, and responsibility for the accounting of an equity investment. Before joining Interblock he was Controller at Marshall Retail Group.

Bart joined Interblock in December 2020. He is responsible for overseeing the day-to-day accounting, payroll, accounts payable, and accounts receivable of the Interblock USA office and all its leased and shared revenue gaming machines. He oversees the yearly audit of the financial statements and 401k, and supervises a staff of finance professionals.

Bidder's Ownership Control

Figure 79.2



INTERBLOCK USA L.C.

Address: 1106 Palms Airport Drive, Las Vegas, Nevada 89119-3730

Function: Bidder
1% owner of Interblock d.d.

Form of organization: Limited Liability Company

Type of Business: Distribution of gaming devices in USA

Phone: +1 702 260 1384

Key Personnel: John J. Connelly, IV is CEO and Manager
Tomaz Zvipelj is Manager and Secretary
Rok Uhan is Manager and Treasurer

OWNERSHIP CONTROL – DETAILS

Joze Pececnik

Function: 90% owner of Elektroncek Group B.V.
Chairman of Board of Directors at Interblock d.d.

Phone: +386 41 676 451

Tomaz Zvipelj

Function: 10% owner of Elektroncek Group B.V.
Member of the Board of Directors at Interblock d.d.,
Executive Director at Interblock d.d.
Manager and Secretary at Interblock USA

Phone: +386 41 602 666

ELEKTRONCEK GROUP B.V.

Address: Scheepmakershaven 32 d, 3011 VB Rotterdam, The Netherlands

Function: 94% owner of Interblock d.d.

Form of organization: Dutch Private Limited Liability Company

Type of Business: Holding Company

Phone: +31 10 669 08 84

Key Personnel: Joze Pececnik is Director A and President
Andrej Zupancic is Director B

JOHN J. CONNELLY IV

Function: CEO of Interblock USA (Bidder)
5% owner of Interblock d.d.

Phone: +1 702 234 3531

INTERBLOCK D.D.

Address: Gorenjska cesta 23, 1234 Menges, Slovenia

Function: 100% owner of Interblock USA L.C.

Form of organization: Joint-stock company (d.d.)

Type of Business: Manufacturing, development and distribution of gaming devices

Phone: +386 1 724 77 12

Key Personnel: Tomaz Zvipelj is Executive Director
Rok Uhan is Executive Director of Finance
Joze Pececnik is Board of Directors, Chairman

Joze Pececnik

Chairman of Board of Directors at Interblock d.d., 90% Owner of Elektroncek Gorup B.V.

After Joze Pececnik finished formal education at Secondary School for Electrotechnics as Electrotechnician, he founded Elektroncek d.o.o. in December 1989. At the beginning of the nineties, when his successful business path began, his Company imported and serviced computers but later in the mid-nineties he as a pioneer started a revolution in the shops and bars, as he equipped many restaurants and bars with computer cash boxes (Point of Sale Systems). The turning point was the year 1997 when he combined extensive

experience from our previous computer business, together with proactive thinking and a professional work approach, and re-positioned activities into the gaming industry. The result was a breakthrough product: A fully automated electronic roulette product named Princess. Princess made her grand debut in January 1997 at the London Casino Exposition to widespread acclaim. The year 1997 also marked the introduction of our first generation of multi-player gaming machines: Megastar roulette, dice and video. In years that followed, Joze Pececnik with his passionate leadership of the R&D department introduced many innovations to the gaming industry for which numerous awards were granted worldwide. In 2005 Joze Pececnik handed over the position of CEO at Interblock to Tomaz Zvipelj, so as to pursue his business career in the field of football and real estate investments. In 2006 he founded his personal company GSA d.o.o. (renamed to Elektroncek d.o.o. in 2016), invested and took over a football club and renamed it INTERBLOCK (which was handed over in 2012 due to lack of time). However, Joze Pececnik is still closely connected with Interblock d.d. where he acts as the Chairman of the Board of directors.

In 2013 he started in the area of video and casino games development with his company IBX (former IBZoot and before that Brjago d.o.o.) which was sold and merged with Interblock d.d..

One of the biggest Joze Pececnik's personal success is establishment of a charitable foundation called Red Ball in 2009. It is a non-profit and non-governmental charitable organization designed to help socially endangered families and for active inclusion of individuals into sports, sports promotion and associated activities throughout Slovenia.

Joze Pececnik is also founder and owner of many other companies and he holds many other responsibilities and positions.

Tomaz Zvipelj

Member of the Board of Directors at Interblock d.d., Executive Director at Interblock d.d., Manager and Secretary at Interblock USA, 10% owner of Elektroncek Group B.V.

Tomaz Zvipelj has nearly 20 years of experience in the gaming industry, serving in various finance, sales, and management roles in both the gaming equipment and casino operations sides of the business. He has a keen understanding of the product identification and development processes within the gaming industry, the players' gaming motivations and behavioral trends, and the importance of collaborating with customers to identify mutually beneficial strategic partnerships. Tomaz has been a great leader and believer in creating an employee-first team culture and realizing company's global vision. He brought vision, focus and a wealth of experience to Interblock's story of success.

As a student of management and organization in University of Ljubljana, Faculty of Economics – Management and Organization, Tomaz Zvipelj started to work at Elektroncek d.o.o and Interblock d.o.o. in 2000. Tomaz Zvipelj was very quickly acquainted with individual tasks and company's organization and because of his skills and abilities he was named Sales Manager at Interblock d.o.o.. Tomaz was Sales Manager at Interblock d.o.o. from December 2001 to end of March 2005. In April 2005 Joze Pececnik promoted him to the position of CEO of Elektroncek and Interblock. After the two companies were merged to Elektroncek in March 2007, he continued to be employed as a CEO at Interblock d.d..

Under his leadership Interblock d.d. (Elektroncek d.d. untill 04/02/2014) has received many prestige awards like the Golden Gazelle Award 2007, an IGWB – International Gaming & Wagering Business award at ICE in London, recognizing Organic Card Blackjack as one of the twenty most innovative and state of the art products of the year 2007.

He is also founder and owner of many other companies and he has taken over many duties and positions. Besides his current position of Executive Director of Interblock, he is also a Compliance Committee member, Manager and Secretary of Interblock USA LC, Director, President and Treasurer of Interblock Canada Inc., Director of Interblock Asia Pacific Pty Ltd., Director of TZ Investicije d.o.o. and Director in Interblock Spain SLU.

Rok Uhan

Member of the Board of Directors at Interblock d.d., Executive Director of Finance at Interblock d.d., Manager and Treasurer at Interblock USA

Rok Uhan started his first employment as a student of University of Ljubljana, Faculty of Economics – Management and Organization.

Mr. Uhan has a proven track record of, and accountability for, financial control and reporting, accounting, tax, M&A, investor relations, risk and compliance, and audit, in his Slovenian and international roles. He is a highly experienced finance leader having held a number of executive director roles in the financial services sector. He has been co-designing the future of Interblock in realizing its strategic goals and vision.

After his graduation on February 2002 he was employed in Finance department as Financial Analyst and Planner at Interblock d.d. (Elektroncek d.d. at that time). Due to exceptional working performance and company loyalty, Rok Uhan was been promoted to be Head of Finance department in July 2005, got nominated as Supervisory board member in 2007 and to Board of Directors member in 2010. Due to his working skills, experience and reliabilities, he was nominated to various executive positions in the Interblock Group of companies

Available Facilities

Name: Interblock USA L.C.
Address of business: 1106 Palms Airport Drive, Las Vegas, Nevada 89119
Ownership status: Rent
Area of facilities: 38,174 square feet
On-Site Activities: US headquarters: sales, marketing, finance, product refurbishment, field service & support, warehouse, gaming operations, regulatory & technical compliance, legal, HR

Name: Interblock d.d. (Bidder parent company)
Address of business: Gorenjska cesta 23, 1234 Menges, Slovenia
Ownership status: Owned
Area of facilities: 1841 m2 (568 m2 per floor) + 3500 m2 (57.500 square feet)
On-Site Activities: Europe headquarters: R&D, manufacturing, technical support, field service & support, sales, marketing, purchase, finance, regulatory & technical compliance

Name: American Gaming and Electronics (Subcontractor)
Address of business: 223 Pratt St. Hammonton, NJ 08037
On-Site Activities: Warehouse

Bidder Financial Viability

80. Bidder Financial Viability (RFP 4.3 (A)(1)(b))

As noted in the Bidder's response to the introduction to RFP Section 4.3, the Bidder will forgo submitting with its Proposal a Video Lottery Gaming Application for Agent/Vendor (RFP Appendix S) as it has been granted a Video Lottery Gaming Vendor License with an expiration date of January 2025 (see the guidance provided by Q&A Number 276). In order to provide the Commission with information concerning the Bidder's financial viability in the absence of a Video Lottery Gaming Vendor Application, the Bidder is providing with this Proposal the Bidder's consolidated (with Interblock d.d., the Bidder's parent company) 2019 audited financial statements. A copy of such audited consolidated financial statements is provided as Addendum 1.6.

Threshold Experience

81. Threshold Experience (RFP 4.3(A)(1)(c)(1))

The Bidder is a key component of the Interblock Group, the worldwide leader in the ETG industry. To fully appreciate the experience of the Bidder, the benefits of the Bidder being part of the Interblock Group must be addressed.

The Interblock Group has over 30 years of experience in the gaming industry, more than 41,000 ETG's in operation worldwide, and offers a broader product line of high quality ETGs than any other competitor in the ETG industry. Additionally, as part of the Interblock Group, the Bidder is able to provide more variations and product flexibility than all other global competitors combined. When coupled with the Interblock Group's unrelenting commitment to customer success and superior technical support, it is no surprise that the Bidder can proudly promote its excellent reputation in the US ETG market, nor is it difficult to see why the Interblock Group has achieved global recognition as the leading provider of ETGs.

To understand the Bidder's experience and growth, it is necessary to start with Nevada which granted the Bidder a non-restricted gaming license in 2008. Since then, the Bidder's business has grown across legalized gaming jurisdictions in the US exponentially, and now can boast that it currently has gaming terminals in operation in every 'Major gaming jurisdiction' in the United States including New York, Nevada, New Jersey, Maryland, Pennsylvania, Massachusetts, Mississippi, Ohio, Louisiana, Missouri, Iowa, Illinois, Indiana, California, and Colorado.

Figure 81.1.: Threshold Experience



The Bidder has never been stronger than it is today. We continue to grow by number of employees, and we continue to invest in R&D and infrastructure.

Interblock’s Relationship with New York State

Interblock ETG’s have been a staple in New York State since 2011 when Resorts World first opened. Through an agreement with Scientific Games, Interblock now has over 1100 ETGs installed in New York State casinos - primarily at Resorts World, Empire City and Jake’s 58. Players have gravitated to the Interblock product over the years as the ETG of choice for every type of Interblock’s table game offerings including Baccarat, Blackjack, Roulette, Craps, Big 6 and Sic Bo.

Over the past 10 years, Interblock ETGs have produced revenue results for the State of New York that are unrivaled by any other ETG vendor. Through the end of 2019, Interblock products produced the following for the State of New York:

- Over \$1.5 BILLION in Revenue
- Over \$75 BILLION in Wagers

These results are simply staggering as Interblock ETG’s have consistently produced average Win Per Unit Per Day (WPUPD) results up to 79% higher than the results produced by VLTs. To put this into perspective, some of the best VLTs in New York are averaging approximately \$400-\$600 WPUPD while Interblock ETG’s are averaging at some gaming venues up to \$900 WPUPD.

Clearly, the Bidder’s experience has proved to be extraordinarily valuable to New York State in the past, and we look forward to continuing to serve the New York State ETG market with our high-quality products and maintenance that have earned Interblock the reputation, and rightly so, as the ETG market leader.

Qualifications – Five Most Comparable Accounts

82. Qualifications – Five Most Comparable Accounts (RFP 4.3(A)(1)(c)(2))

CAESARS ENTERTAINMENT

- Caesars Entertainment is the largest and most diverse casino company in the United States
- Over 50 properties across the U.S. including Northeast casinos in NJ and PA
- Prestigious gaming brands include Caesars Palace, Harrah’s, Horseshoe, Eldorado, Tropicana
- Interblock has 384 machines installed across the company
- Interblock average WPUPD across all installations is ~ [REDACTED]

ETG GAMES PROVIDED

All	StarBar
Baccarat	Mechanical Card Generator
Baccarat	Live Baccarat Table
Baccarat	Live Baccarat Table: PULSE ARENA
Baccarat	Hi-Ti
Baccarat	Super 6
Baccarat	Any Pair
Baccarat	Lucky Nines
Big Six	Diamond Big Six
Big Six	Diamond Big Six Super Spin
Blackjack	Mechanical Card Generator
Blackjack	Mechanical Card Generator: PULSE ARENA
Blackjack	Diamond Video Blackjack
Blackjack	21 + 3
Blackjack	Lucky Lucky
Blackjack	Lucky Aces
Blackjack	Mechanical Card Generator
Blackjack	Live Blackjack Table

Blackjack	Live Blackjack Table PULSE ARENA
Craps	Lucky Shooter
Craps	Diamond Dice
Craps	Automated Diamond Craps
Craps	Automated Diamond Craps: PULSE ARENA
Craps	Dealer Assist Craps Table
Craps	Live Craps Table: PULSE ARENA
Craps	Live Craps Table
Craps	Diamond Big Dice
Craps	Craps Universal Cabinet
Roulette	Diamond Roulette
Roulette	MiniStar Roulette
Roulette	Automated Diamond Roulette
Roulette	Automated Diamond Roulette: PULSE ARENA
Roulette	Dual Roulette
Roulette	Live Roulette Table
Roulette	Live Roulette Table: PULSE ARENA

MGM RESORTS INTERNATIONAL

- MGM Resorts International is a global casino company with national and international locations
- 29 unique hotel and destination gaming offerings in the United States (including New York) and Macau
- Recognizable resort brands include Bellagio, MGM Grand, ARIA and Park MGM
- Interblock has 426 machines installed across the company
- Interblock average WPUPD across all installations is ~ [REDACTED]

ETG GAMES PROVIDED

Island	Organic Island	Blackjack	Mechanical Card Generator
Stadium	Diamond Stadium	Blackjack	Organic Video Blackjack
Baccarat	Any Pair	Craps	Automated Diamond Craps
Baccarat	Hi-Ti	Craps	Craps Universal Cabinet
Baccarat	Live Baccarat Table	Craps	Diamond Big Dice
Baccarat	Lucky Nines	Craps	Diamond Dice
Baccarat	Live Baccarat Table	Craps	Lucky Shooter
Baccarat	Mechanical Card Generator	Craps	Organic Dice
Baccarat	Organic Video Baccarat	Roulette	Automated Diamond Roulette
Baccarat	Super 6	Roulette	Diamond Roulette
Big Six	Diamond Big Six	Roulette	Dual Roulette
Big Six	Diamond Big Six Super Spin	Roulette	Live Roulette Table
Blackjack	21 + 3	Roulette	MiniStar Roulette
Blackjack	Blackjack Universal Cabinet	Roulette	Golden Ball Roulette
Blackjack	Diamond Video Blackjack	Roulette	Organic Roulette
Blackjack	Live Blackjack Table	Roulette	Roulette Universal Cabinet
Blackjack	Lucky Aces	Sic Bo	Diamond Dice
Blackjack	Lucky Lucky		

THE GENTING GROUP

- The Genting Group is involved in leisure and hospitality across the globe
- Genting operates over 40 casinos in Malaysia, Singapore, Indonesia, India, China, the United States (including New York), the Bahamas, the United Kingdom and Egypt
- Premier brands include Genting, Resorts World, Genting Grand, Genting Club, Crockfords, Maxims, Crystal Cruises, Dream Cruises and Star Cruises
- Interblock has 1140 machines installed across the company
- Interblock average WPUPD across all installations is [REDACTED]

ETG GAMES PROVIDED

Baccarat	Any Pair	Blackjack	Organic Video Blackjack
Baccarat	Diamond Video Baccarat	Craps	Automated Diamond Craps
Baccarat	Lucky Nines	Craps	Diamond Dice
Baccarat	Mechanical Card Generator	Craps	Lucky Shooter
Baccarat	Organic Video Baccarat	Craps	MiniStar Dice
Baccarat	Super 6	Craps	Organic Dice
Big Six	Diamond Big Six	Roulette	Automated Diamond Roulette
Big Six	Diamond Big Six Super Spin	Roulette	Diamond Roulette
Blackjack	21 + 3	Roulette	MiniStar Roulette
Blackjack	Diamond Video Blackjack	Roulette	Organic Roulette
Blackjack	Lucky Aces	Stadium	Diamond Stadium
Blackjack	Lucky Lucky	Island	Organic Island
Blackjack	Mechanical Card Generator		

DELAWARE NORTH

- Delaware North is one of the most innovative gaming operators in the United States
- Over a dozen gaming venues in New York, Illinois, Florida, West Virginia, Arizona, Arkansas and Ohio
- Popular casino destinations include Jake’s 58, Southland, and Wheeling Island
- Interblock has 121 number of machines installed across the company
- Interblock average WPUPD across all installations is ~ [REDACTED]

ETG GAMES PROVIDED

Stadium	Diamond Stadium
Baccarat	Any Pair
Baccarat	Hi-Ti
Baccarat	Lucky Nines
Baccarat	Super 6
Big Six	Diamond Big Six
Big Six	Diamond Big Six Super Spin
Blackjack	21 + 3
Blackjack	Diamond Video Blackjack
Blackjack	Lucky Aces
Blackjack	Lucky Lucky
Craps	Automated Diamond Craps
Craps	Lucky Shooter
Roulette	Automated Diamond Roulette
Roulette	Diamond Roulette
Roulette	Diamond Video Roulette
Roulette	MiniStar Roulette

FOXWOODS

- Foxwoods is one of the largest casinos in the United States with more than 344,000 sq ft of gaming space
- Foxwoods offers more than 3400 slot machines and over 300 Table Games in 7 different casino venues
- One of the Northeast’s premier gaming destinations
- Interblock has 109 machines installed across the company
- Interblock average WPUPD across all installations ~ [REDACTED]

ETG GAMES PROVIDED

Stadium	Diamond Stadium
Stadium	Pulse Arena
Baccarat	Any Pair
Baccarat	Baccarat
Baccarat	Hi-Ti
Baccarat	Super 6
Big Six	Diamond Big Six
Big Six	Diamond Big Six Super Spin
Blackjack	21 + 3
Blackjack	Diamond Video Blackjack
Blackjack	Lucky Aces
Blackjack	Lucky Lucky
Roulette	Automated Diamond Roulette
Roulette	MiniStar Roulette

Joint Proposal References

83. Joint Proposal References (RFP 4.3(A)(1)(d)(1))

Section 4.3(A)(1)(d)(1) of the RFP is not applicable as the Bidder is not submitting a joint proposal.

Client References

84. Client References (RFP 4.3(A)(1)(d))

In accordance with this section the Bidder has provided four (4) relevant references to Interblock's LOT 3 bid proposal relevant to Bidder services stated in the Proposal, along with attached reference letters.

The Bidder acknowledge that Commission reserves the right to contact provided references and to contact as additional references as necessary to obtain a complete understanding of the Bidder's performance and experience. Further the Bidder acknowledge that references may be used to substantiate the Technical Proposal.

Customer Reference Letters are disclosed in Addendum 1.4.

Customer Reference #1: GENTING NEW YORK LLC

Company Address 110-00 ROCKWAY BLVD., JAMAICA, NY 11420

Contact Person [REDACTED]

Title SVP OF OPERATIONS

Contact telephone [REDACTED]

Contact e-mail [REDACTED]

Brief Description of Engagement: current customer with installed ETG products. Product portfolio includes Interblock Stadiums along with a wide variety of stand-alone products offering Blackjack, Roulette, Craps, Baccarat, Big Six and Sic Bo content in mechanical and video formats.

Figure: 84.1



Customer Reference #2: THE VENETIAN RESORT

Company Address 3355 S LAS VEGAS BLVD, LAS VEGAS, NV

Contact Person [REDACTED]

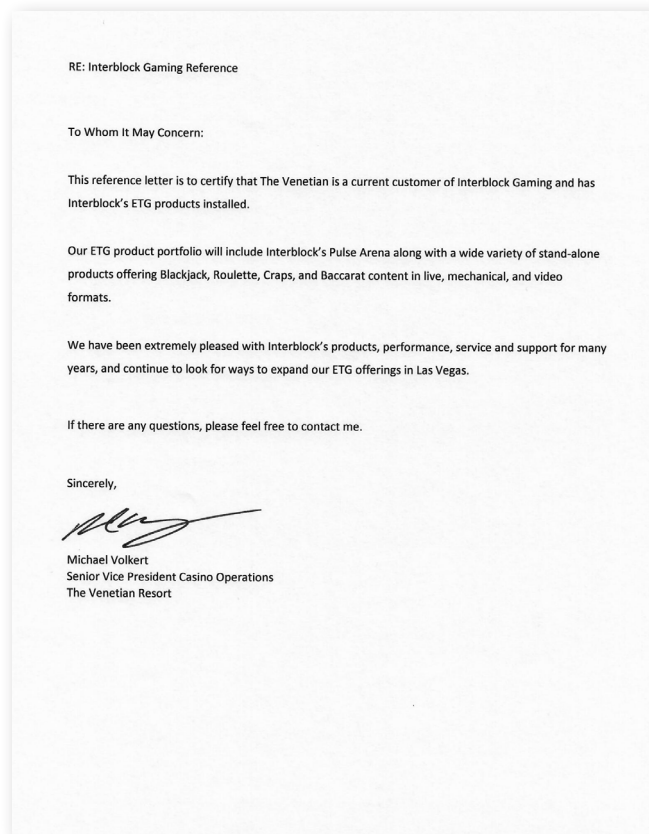
Title SENIOR VICE PRESIDENT CASINO OPERATIONS

Contact telephone number [REDACTED]

Contact e-mail [REDACTED]

Brief Description of Engagement: current customer with installed ETG products. ETG product portfolio includes Interblock Pulse Arena along with offering Blackjack, Roulette, Baccarat content in live and video formats.

Figure: 84.2



Customer Reference #3: FOXWOOD RESORT & CASINO

Company Address 350 TROLLEY LINE BLVD, LEDYARD, CT 06338

Contact Person [REDACTED]

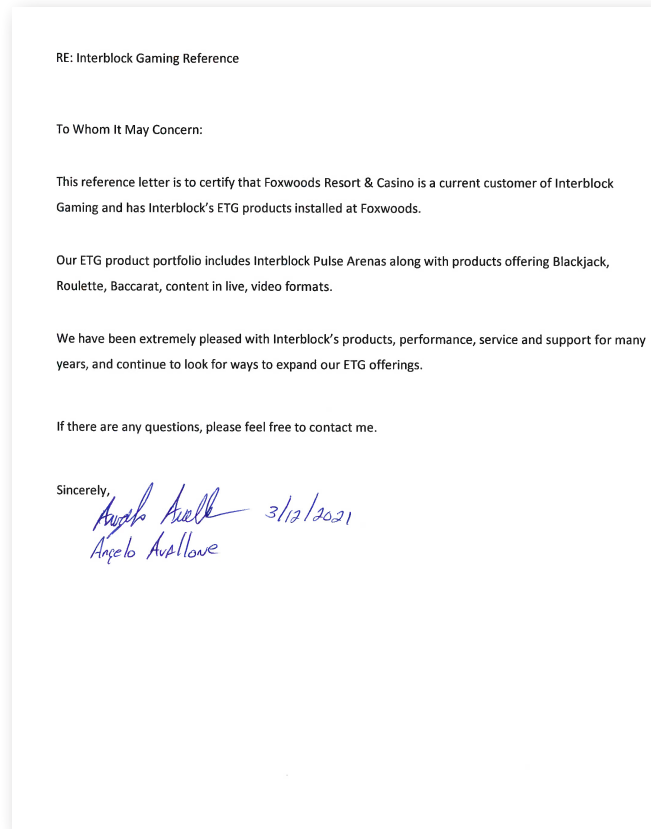
Title EXECUTIVE DIRECTOR, SLOT OPERATIONS & ARCADE

Contact telephone [REDACTED]

Contact e-mail [REDACTED]

Brief Description of Engagement: current customer with installed ETG products. ETG product portfolio includes Interblock Pulse Arena along with a wide variety of stand-alone products offering Blackjack, Roulette, Craps and Baccarat content in live, mechanical and video formats.

Figure: 84.3



Customer Reference #4: GILA RIVER GAMING ENTERPRISES

Company Address 5040 WILD HORSE PASS BLVD, CHANDLER, AZ 85226

Contact Person [REDACTED]

Title CORPORATE DIRECTOR OF SLOTS

Contact telephone [REDACTED]

Contact e-mail [REDACTED]

Brief Description of Engagement: current customer with installed ETG products since 2011 in 3 properties. Interblock has an exclusive room with product portfolio includes Interblock Stadiums along with a wide variety of stand-alone products offering Blackjack, Roulette, Craps, Baccarat and Big Six content in mechanical and video formats.

Figure: 84.4



Subcontractor References

85. Subcontractor References (RFP 4.3(A)(1)(d)(2))

In accordance with this section the Bidder has provided two (2) requested references per subcontractor. The Bidder acknowledges that the Commission reserves the right to contact provided references as well as additional references as necessary to obtain a complete understanding of the Bidder's performance and experience. Further the Bidder acknowledges that references may be used to substantiate the Technical Proposal.

A signed Appendix M Vendor Assurance of No Conflict of Interest or Detrimental Effect Form for all subcontractors is located in the Appendices section of this Volume 1.

SUBCONTRACTOR: ARISTOCRAT TECHNOLOGIES, INC.

Company Address 10220 Aristocrat Way, Las Vegas, NV 89135

Contact Person Max Skaare

Title Vice President Technology Services

Contact Telephone Number(s) 702-270-1334

Contact email address max.skaare@aristocrat.com

Brief Description of Engagement - Subcontractor

- Installation, set up and testing of various types of products and networking systems.
- Diagnosis and Repair of products.
- Trouble shoot and make necessary repairs to electrical, electronic and mechanical assemblies.

Aristocrat Technologies reference 1:

Company Name OREGON STATE LOTTERY

Company Address 500 Airport Road SE, Salem, Oregon 97301

Contact Person Lyndsey Peterson

Title Manager, Gaming Products Portfolio

Contact Telephone Number(s) 503-856-6841

Contact e-mail address Lyndsey.Peterson@lottery.oregon.gov

Brief Description of Engagement: Oregon State Lottery contacted Aristocrat Gaming to participate in their RFP process for new production introduction. Aristocrat Gaming has entered into a 10-year Master Agreement with Oregon State Lottery. Aristocrat Gaming currently has sold (400) terminals into Oregon State Lotteries (12,000) terminals distributed network with another (770) terminals to deliver within the next six months.

Aristocrat Technologies reference 2:

Company Name DELAWARE NORTH CORPORATION

Company Address 250 Delaware Avenue, Buffalo NY14202

Contact Person David Frankhouser

Title Chief Operating Officer

Contact Telephone Number(s) 716-491-6017

Contact e-mail Address dfrankho@dncinc.com

Brief Description of Engagement: Aristocrat Gaming actively engage with properties to manage lease unit fleet across three wholly owned Delaware North Corporation subsidiaries

SUBCONTRACTOR: AMERICAN GAMING AND ELECTRONICS

Company Address Corporate Headquarters: 223 Pratt St., Hammonton, NJ 08037 , Office: 3250 W. Ali Baba Lane Suite B, Las Vegas, NV 89118

Contact Person Tony Tomasello

Title President and Chief Executive Officer

Contact Telephone Number(s) 609-704-3000

Contact e-mail Address tony@agegaming.com

Brief Description of Engagement - Subcontractor

- Install/move/removes, configuration, game changes/updates, preventative maintenance

American Gaming and Electronics reference 1

Company name Hollywood Casino

Company Address Chesapeake Overlook Pkwy, Perryville, MD 21903

Contact Person Matthew Heiskell

Title Vice President of Operations at Gaming and Leisure Properties Inc

Contact Telephone Number(s) 410-378-8500

Contact e-mail Address [linkedin.com/in/matthew-heiskell-1463ab](https://www.linkedin.com/in/matthew-heiskell-1463ab)

Type of engagement: customer; technical support for daily slot operations since 2010

American Gaming and Electronics reference 2

Company name Diamond Game Enterprises

Company Address 6100 NW 2nd, Building 1600 OKC OK 73127

Contact Person Bill Breslo

Title President

Contact Telephone Number(s) 405-789-5800

Contact e-mail Address diamondsales@diamondgame.com

Type of engagement: Service and Support

SUBCONTRACTOR: IMAGE POWER INC

Company Address 95 West Street, Annapolis, Maryland 21401

Contact Person Carroll H. Hynson Jr,

Title President and Chief Executive Officer

Contact Telephone Number(s) 410-269-8888

Contact e-mail Address CH1942@aol.com

Brief Description of Engagement: Subcontractor

- Installation, set up and testing of various types of gaming products and networking systems.
- Diagnosis and Repair gaming products.
- Trouble shoot and make necessary repairs to electrical, electronic and mechanical assemblies.

Image Power Inc reference 1

Company Name Hollywood Casino

Company Address Chesapeake Overlook Pkwy, Perryville, MD 21903

Contact Person Matthew Heiskell

Title Vice President of Operations at Gaming and Leisure Properties Inc

Contact Telephone Number(s) 410-378-8500

Contact e-mail Address [linkedin.com/in/matthew-heiskell-1463ab](https://www.linkedin.com/in/matthew-heiskell-1463ab)

Type of engagement: Image Power is a slot technical provider

Image Power Inc reference 2

Company name -Diamond Game Enterprises

Company Address 6100 NW 2nd, Building 1600 OKC OK 73127

Contact Person Bill Breslo

Title President

Contact Telephone Number(s) 405-789-5800

Contact e-mail Address diamondsales@diamondgame.com

Type of engagement: Service and Support

SUBCONTRACTOR: ABOVE AND BEYOND TALENT ACQUISITION INC

Company Address 48 Wall Street, 5th Floor, New York, NY 10005

Contact Person Keith Harper

Title CEO

Contact Telephone Number(s) 646-779-5260

Contact e-mail Address Keith@AandBTalent.com

Brief Description of Engagement: Subcontractor –

- Field Service Staffing and Support for Installation, set up and testing of gaming products

Above and Beyond Talent Acquisition Inc reference 1

Company Address Dynamic Social Gaming

2900 Fire Road, Suite 102, Egg Harbor Township, NJ 08234

Contact Person Charles Barksdale

Title CEO

Contact Telephone Number(s) 609 568-6329

Contact e-mail Address [linkedin.com/in/charles-barksdale-bb10752a](https://www.linkedin.com/in/charles-barksdale-bb10752a)

Type of engagement: customer - recruitment against a wide range of positions at Dynamic Social Gaming

Above and Beyond Talent Acquisition Inc reference 2

Company name SUEZ WTS

Company Address 461 From RD #400, Paramus, NJ 07652

Contact Person Jeff Turnage

Title Category Manager – Purchased Services

Contact Telephone Number(s) 609-238-9440

Contact e-mail Address jeff.turnage@suez.com

Type of engagement: Business Services and Support

SUBCONTRACTOR: INTEGRATED STAFFING

Company Address 463 Maple Avenue, Saratoga Springs, NY 12866

Contact Person Dhianna Yezzi

Title Owner and President

Contact Telephone Number(s) 518-583-7823 ext. 3931

Contact e-mail Address dyezzi@integratedstaffingcorp.com

Brief Description of Engagement: Subcontractor

- Field Service Staffing and Support for Installation, set up and testing of gaming products

Integrated Staffing reference 1

Company name NYRA (New York Racing Association)

Company Address 110-00 Rockaway Blvd, South Ozone Park, New York, 11420

Contact Person Julie Levine
Title Director of Recruitment
Contact Telephone Number(s) 718-659-2379
Contact e-mail Address JLevine@nyrainc.com
Type of engagement: Sole/Preferred Supplier of Staffing Services

Integrated Staffing reference 2

Company name: ConferenceDirect
Company Address 54 Van Dorn St, Saratoga Springs, NY 12866
Contact Person Mame Noonan
Title Director of Human Resources
Contact Telephone Number(s) 518-339-2362
Contact e-mail Address: mame.noonan@conferencedirect.com
Type of engagement: Resource Management

SUBCONTRACTOR: CS1 TRANSPORTATION USA LLC

Company Address US Corporate Office – 955 W. Chandler Blvd, Suite #12, Chandler, AZ 85255
Contact Person Jeff Sulick
Title CEO
Contact Telephone Number(s) 877-746-4271
Contact e-mail Address jeff.sulick@shipcs1.com
Brief Description of Engagement: Subcontractor
• Providing transportation and delivery of gaming product equipment for New York Lottery

CS1 Transportation USA LLC reference 1

Company Name Evelast Logistics
Company Address 399 Mill Rd, Edison, NJ 08837
Contact Person Steve Franzini
Title Owner/President
Contact Telephone Number(s) 732 727 0634
Contact e-mail Address - linkedin.com/in/steve-franzini-2623b155
Type of engagement: Freight, Delivery, and Transport

CS1 Transportation USA LLC reference 2

Company Name Team Worldwide
Company Address 3217 Broadway, Cheektowaga, NY 14227
Contact Person Tom Callahan
Title President
Contact Telephone Number(s) 716-839-1411
Contact e-mail Address teambuff@teamww.com
Type of engagement: Freight, Delivery, and Transport

SUBCONTRACTOR: STUDIO37 D.O.O.

Company Address Dunajska 119 Ljubljana , Slovenia
Contact Person Jurij Korenc
Title CEO & CREATIVE DIRECTOR
Contact Telephone Number(s) +386 40 293 857
Contact e-mail Address JurijKorenc@studio37.si
Brief Description of Engagement: Subcontractor

- Technical support for multimedia integrations for Bidder's Pulse Arenas and Stadiums (video walls) installations

Studio37 d.o.o. reference 1:

Company Name Studio Arkadena d.o.o.
Company Address Brodišče 23, 1236 Trzin, Slovenia
Contact Person Janez Kovic
Title CEO
Contact Telephone Number(s) +386 1 562 1627
Contact e-mail Address jani@arkadena.com
Type of engagement: customer, Studio37 is providing technical services and support for 25 years

Studio37 d.o.o. reference 2:

Company Name Office of President of the Republic Slovenia
Company Address Erjavčeva 17, 1000 Ljubljana, Slovenia
Contact Person Nataša Kovac
Title Secretary General
Contact Telephone Number(s) +386 1 478 12 03
Contact e-mail Address Natasa.Kovac@up-rs.si
Type of engagement: Customer – Studio37 is providing creative solutions for events, technical services and support

SUBCONTRACTOR: THOMAS SCOTT MOLINA

Company name N/A - person

Title Independent Consultant

Address 1212 Shore Road, Linwood, New Jersey 08221

Contact Telephone Number(s) 718-496-4058

Contact e-mail Address tscottmolina50@gmail.com

Brief Description of Engagement: Subcontractor

- Mr. Molina is, and will continue to, provide various consulting services for Interblock in New York State and will be managing Bidder's New York operations.

Scott Molina reference 1:

Company name Multimedia Games (a subsidiary of Everi Inc.)

Company Address 4 Teal Lane, Marmora, NJ 08233

Contact Person David C. Hartman

Title VP Game Sales

Contact Telephone Number(s) 609-412-7-4807

Contact e-mail Address David.hartman@everi.com

Type of engagement: Game Sales vendor for a number of different slot machine manufacturers including Multimedia Games, GTECH, and Atronic Gaming

Scott Molina reference 2:

Company name Resorts World Catskills

Company Address 888 Resorts World Drive, Monticello, NY 12701

Contact Person Randy Netter

Title Senior Vice President of Operations at Resorts World Catskills

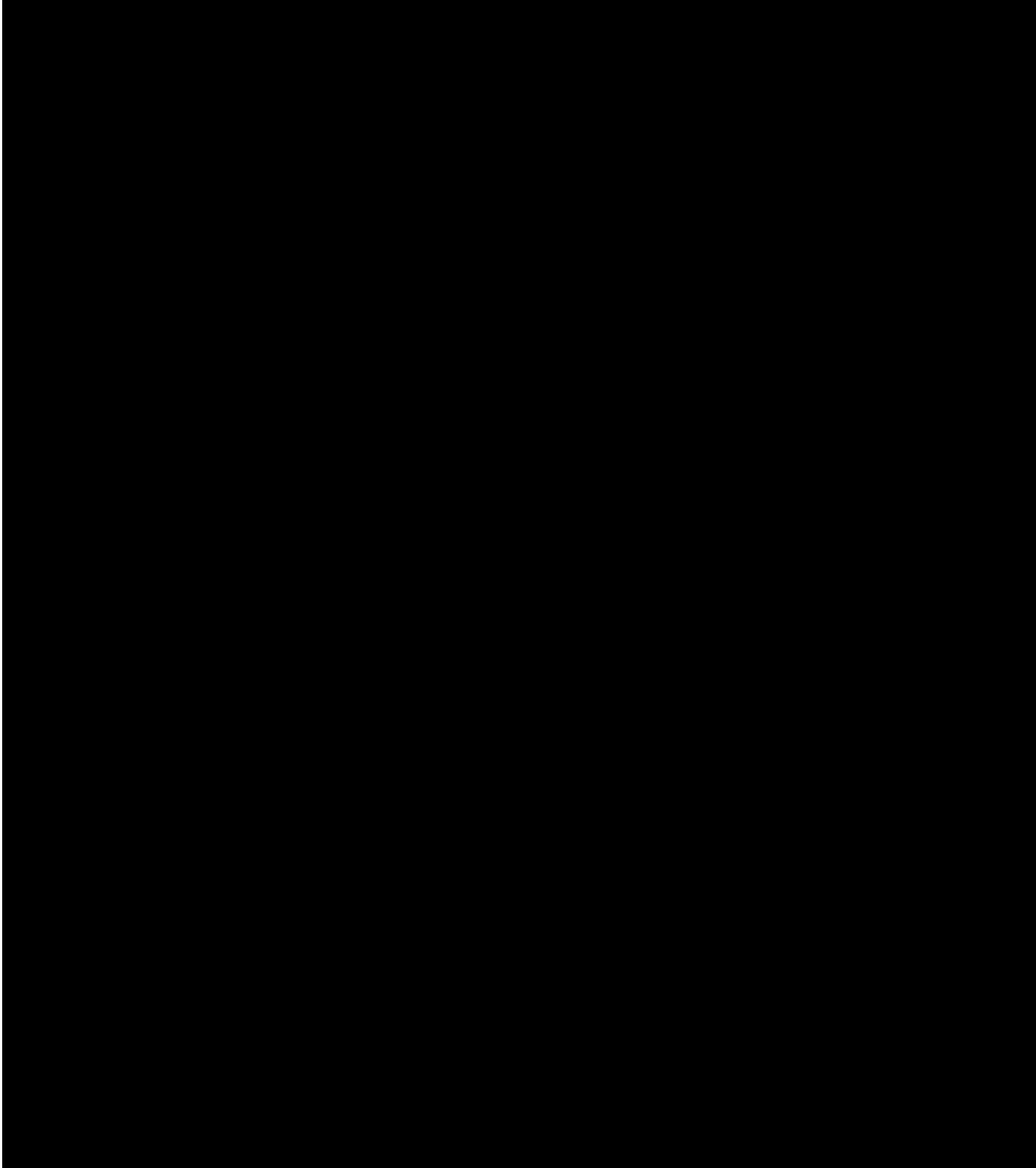
Contact Telephone Number(s) 718-496-4240

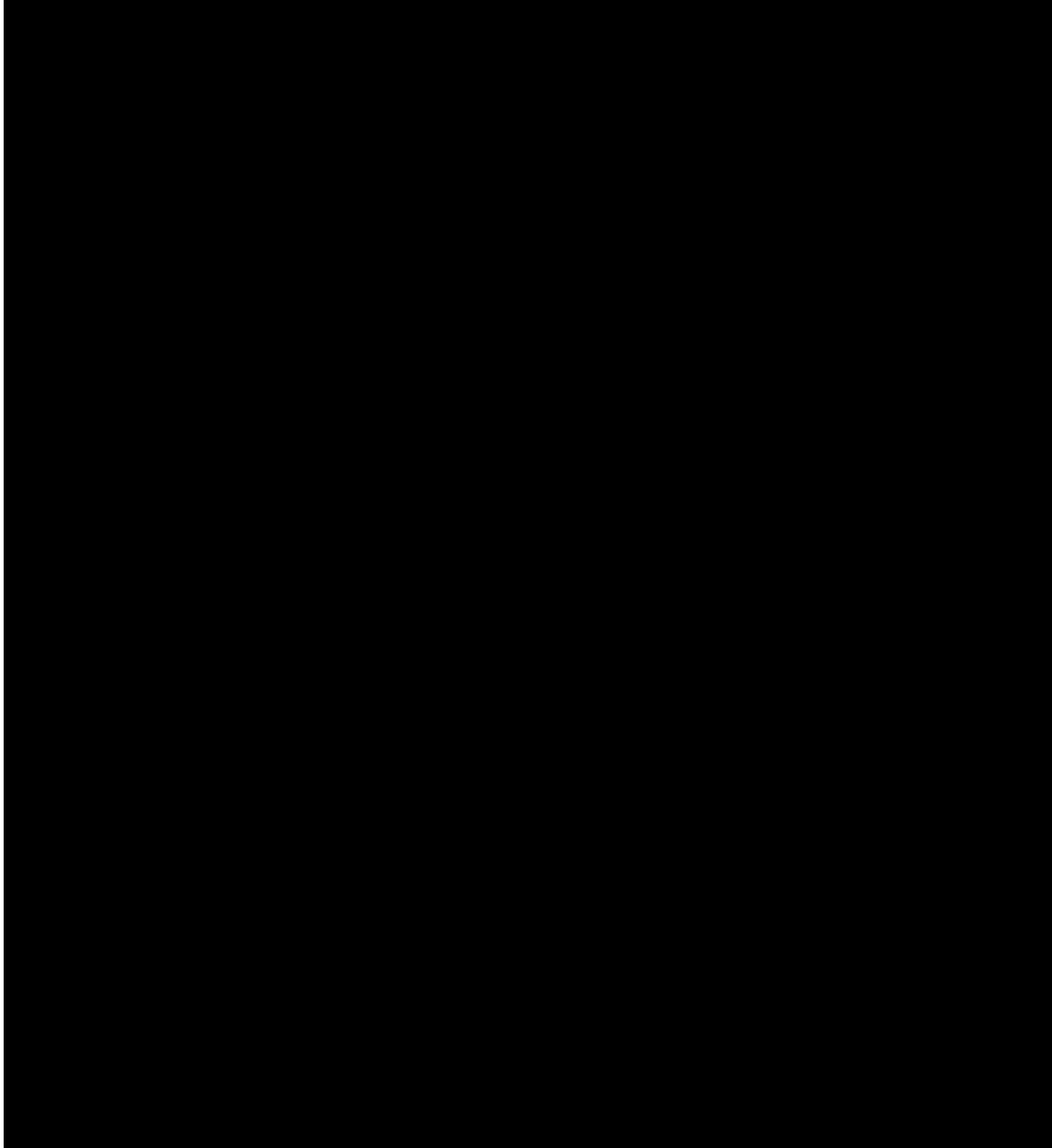
Contact e-mail Address randy.netter@rwnewyork.com

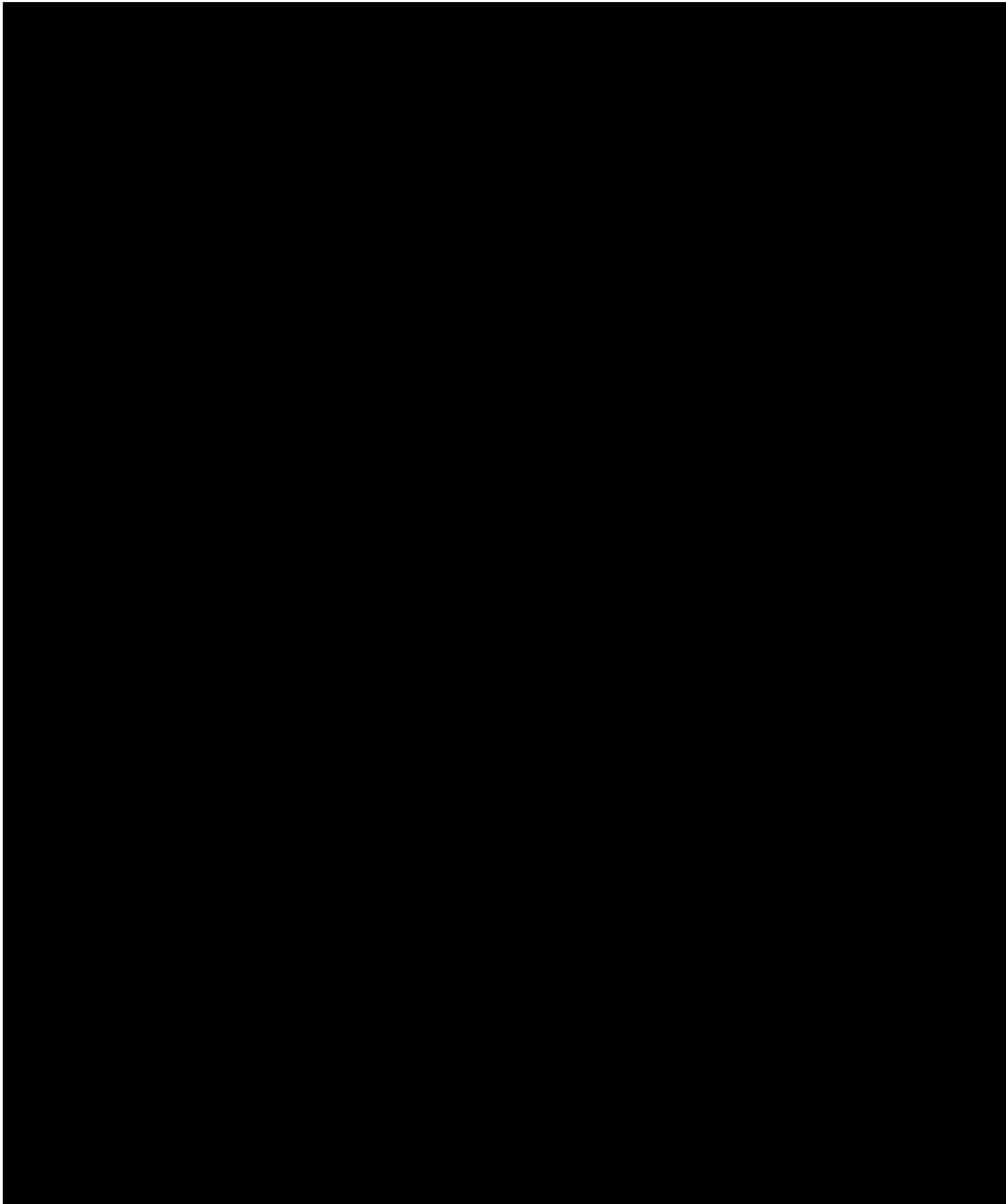
Type of engagement: Former coworker

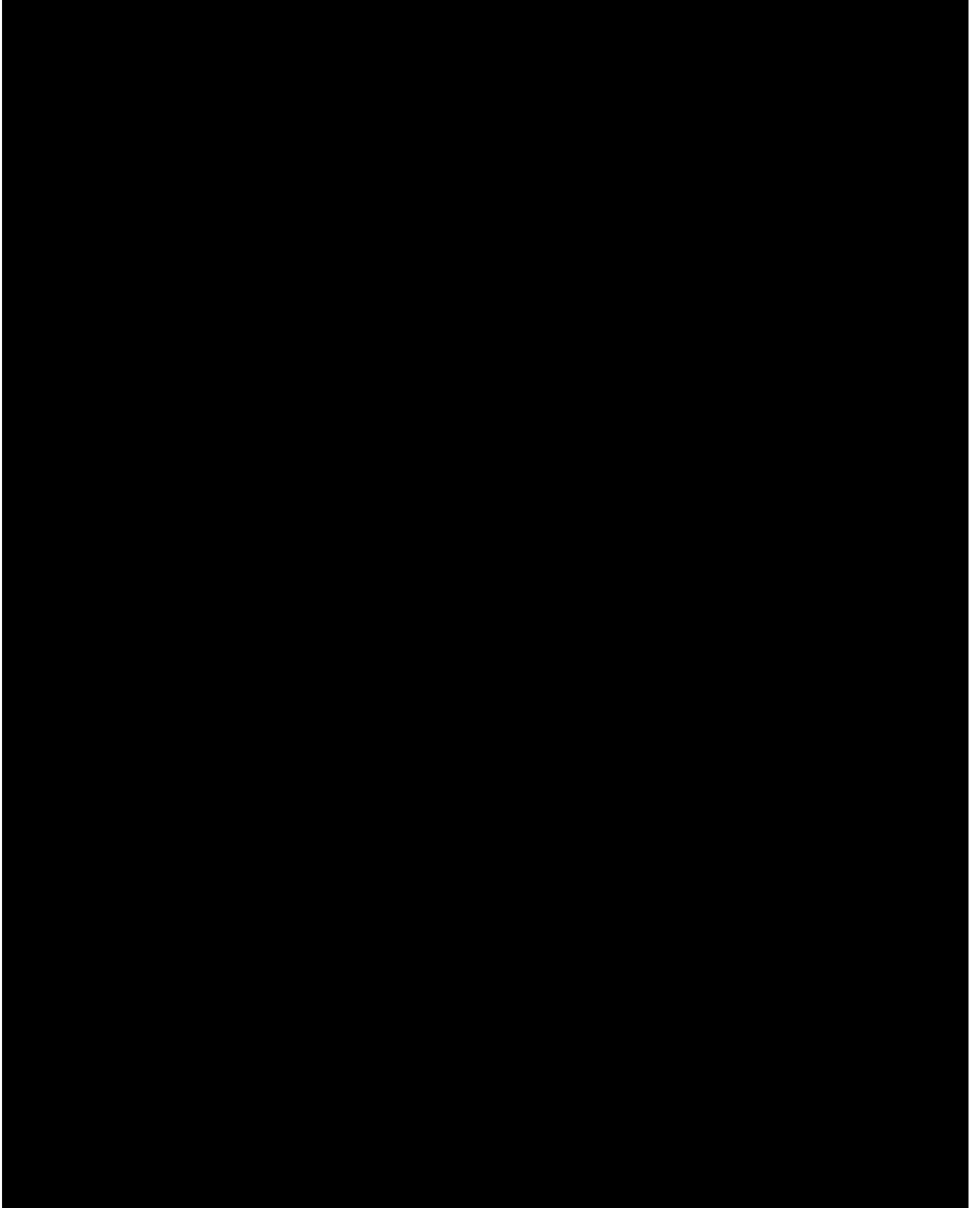
Project Management and Staffing

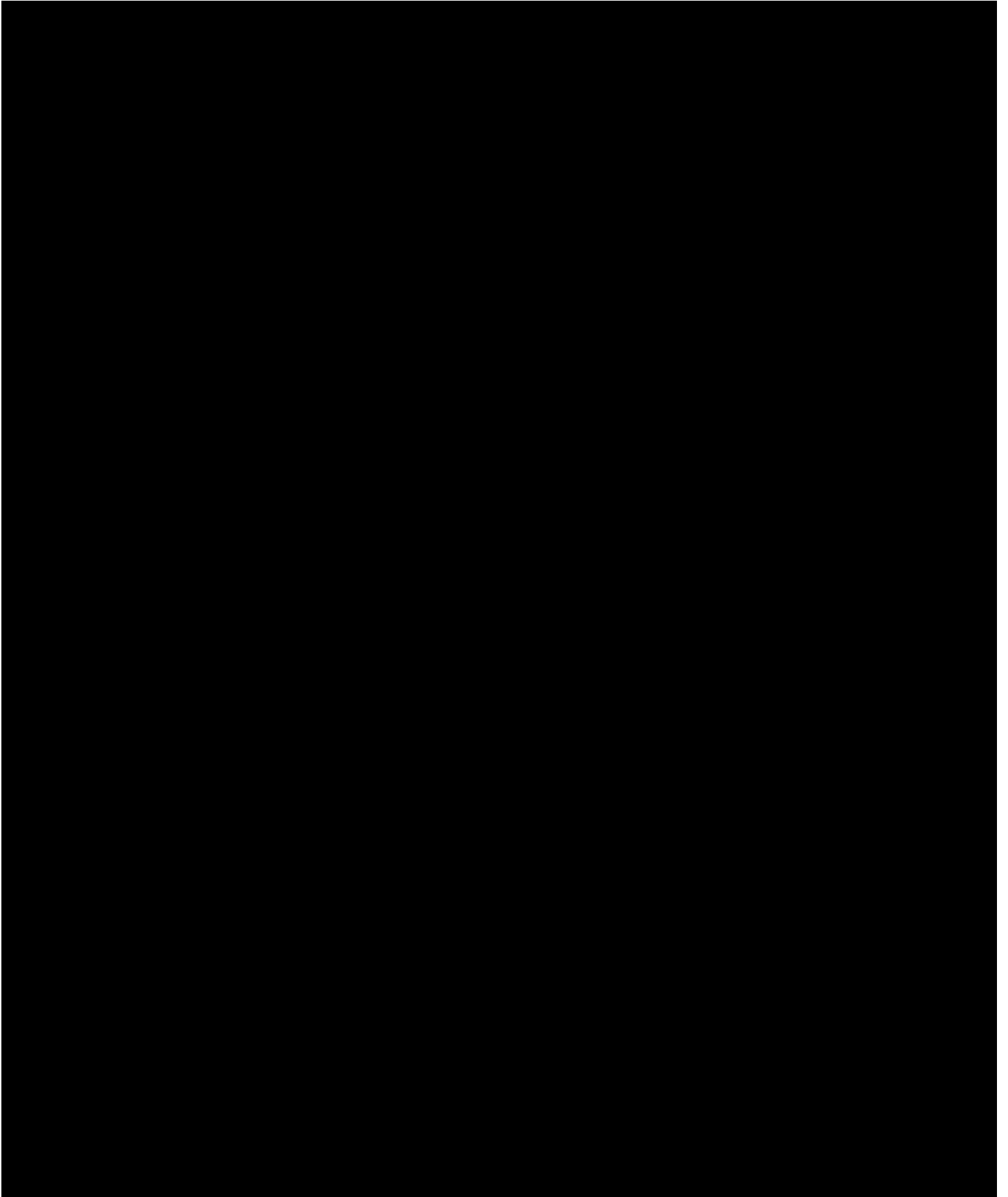
86. Project Management and Staffing (RFP 4.3(A)(1)(e))

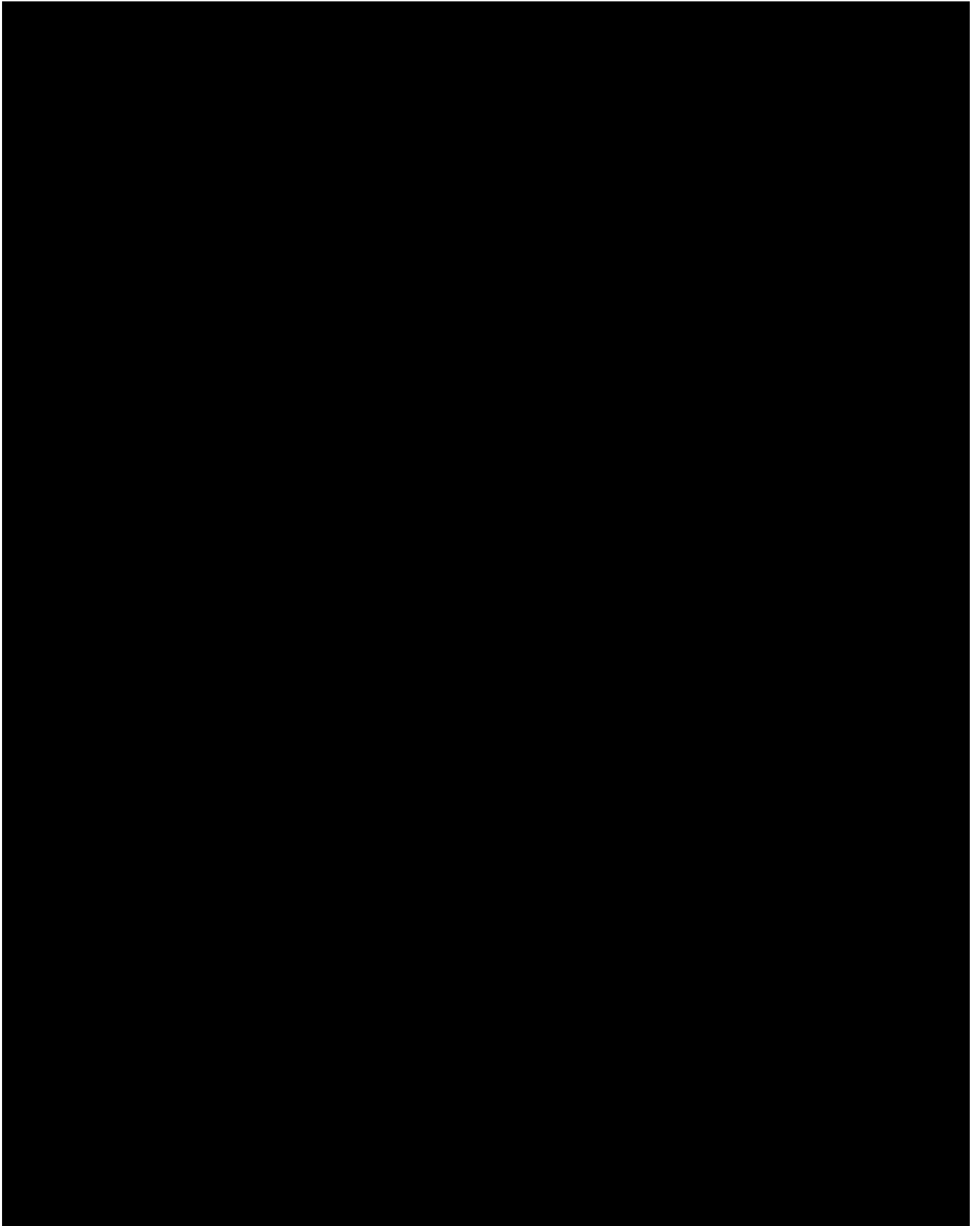


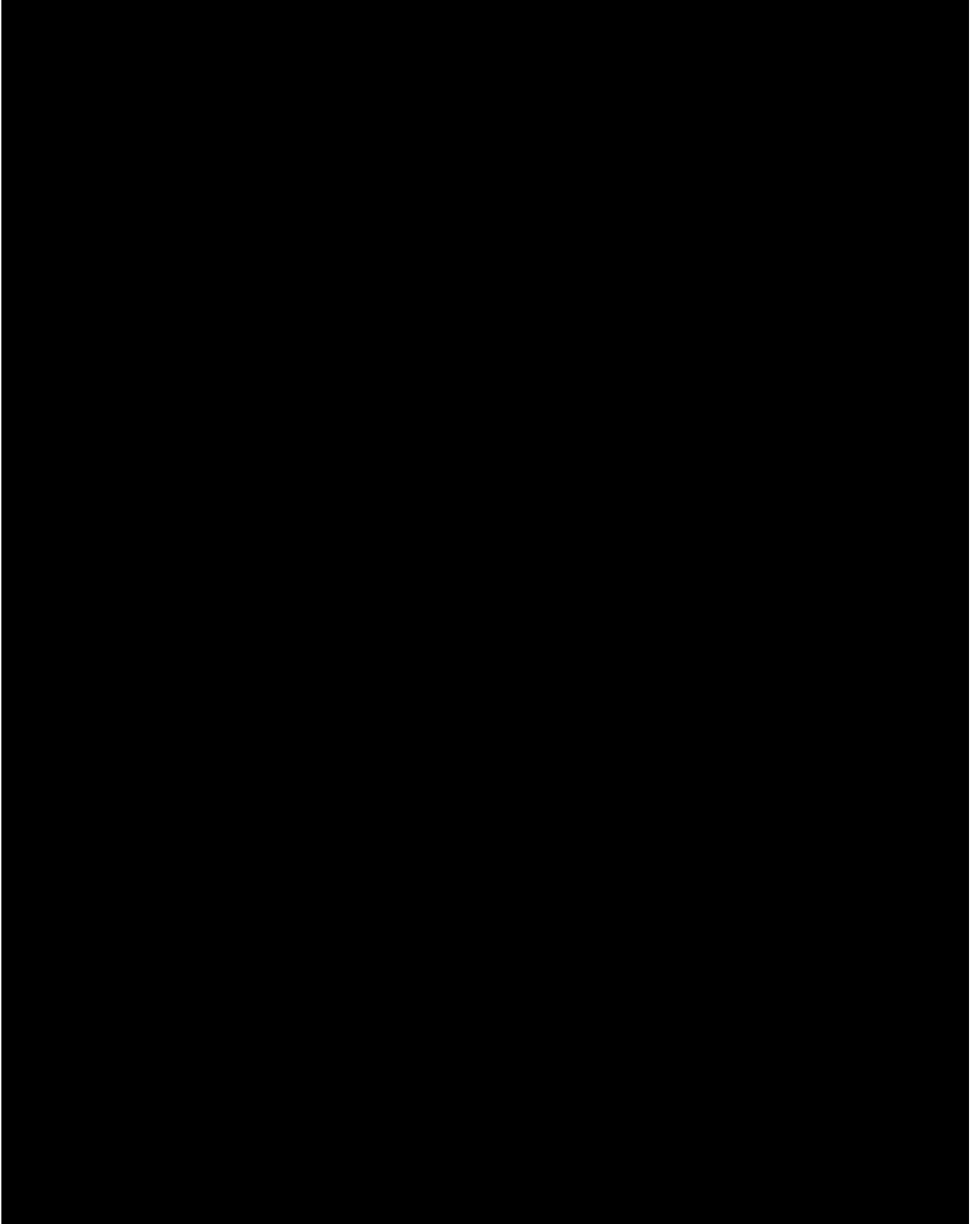


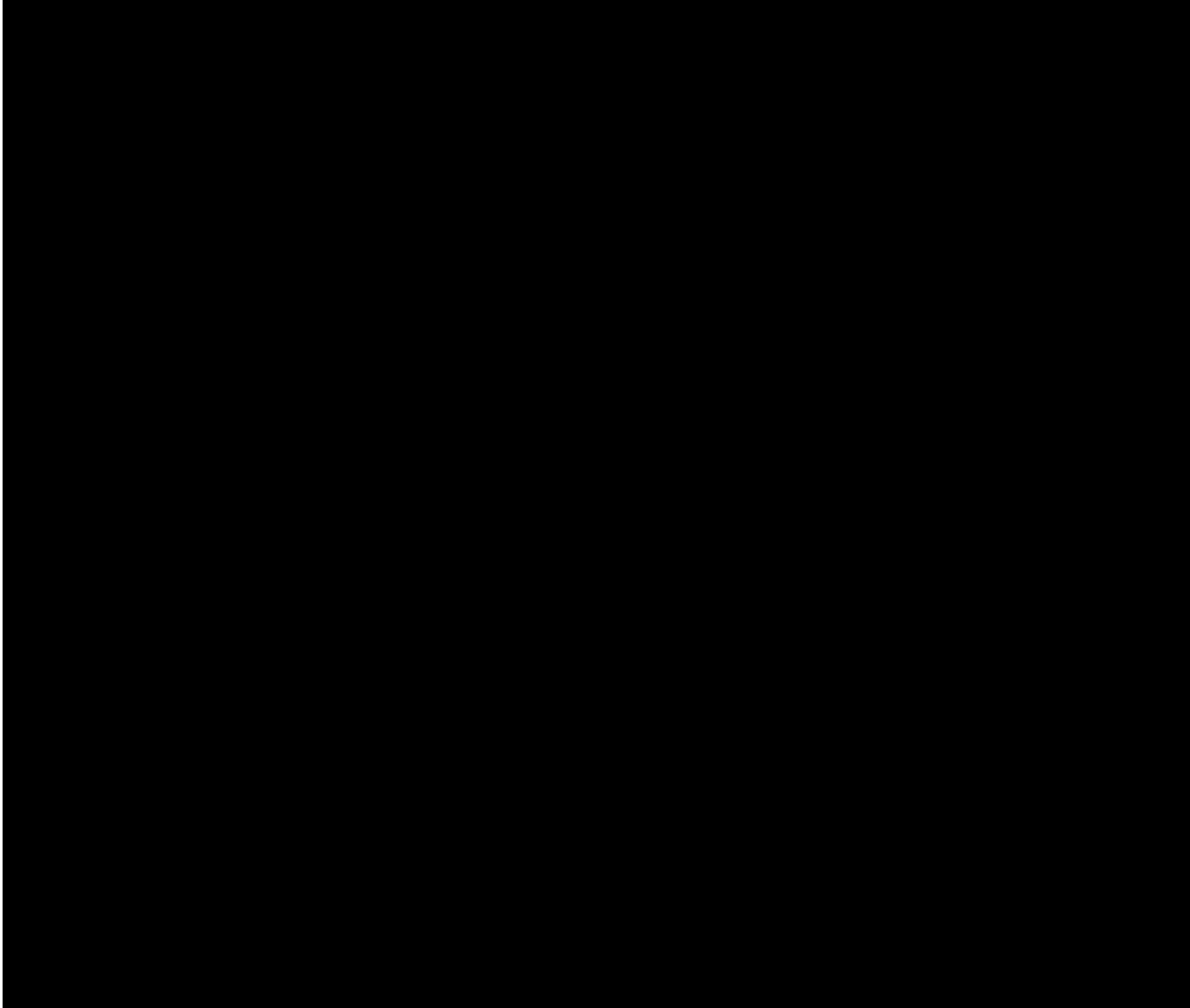


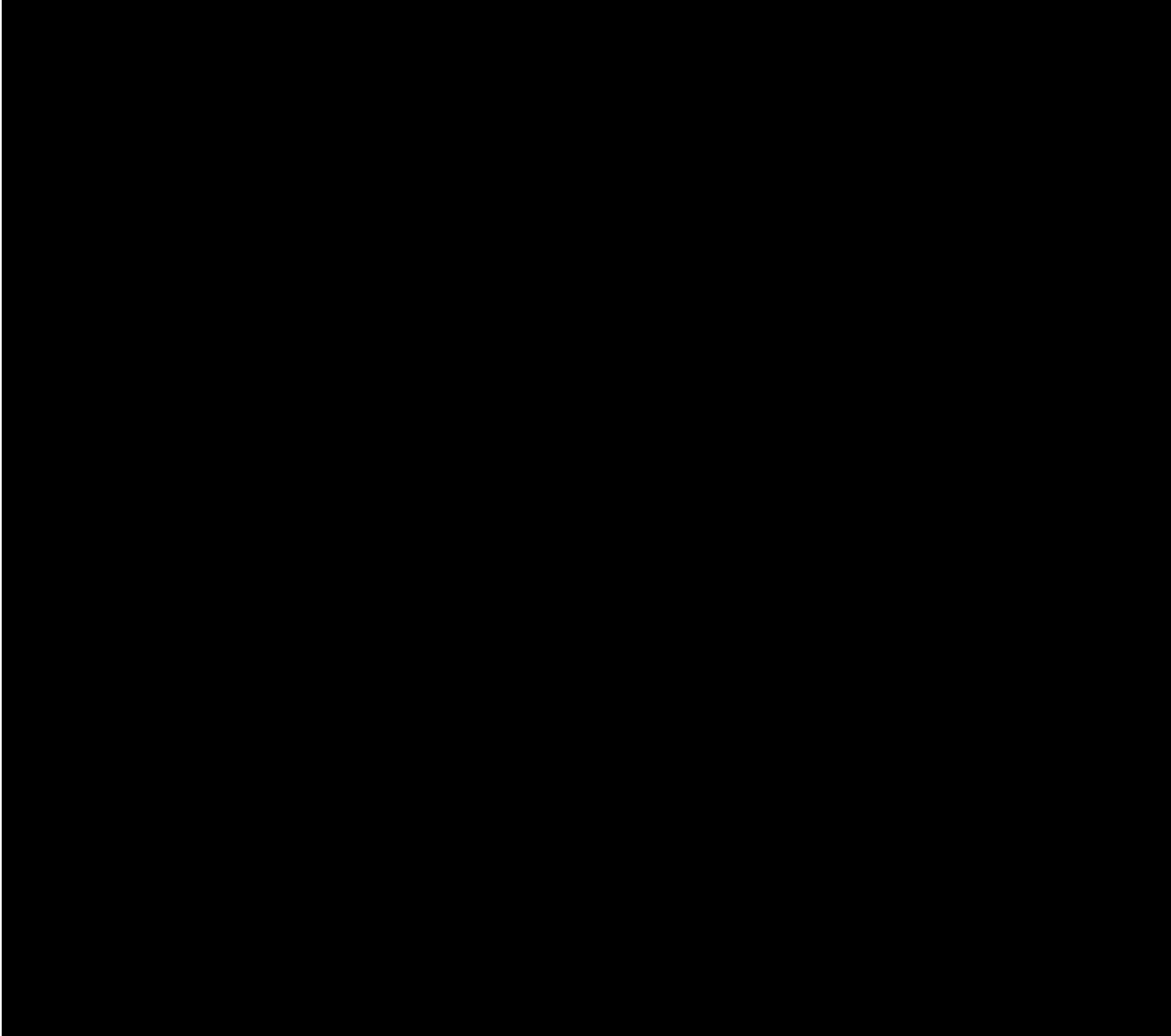


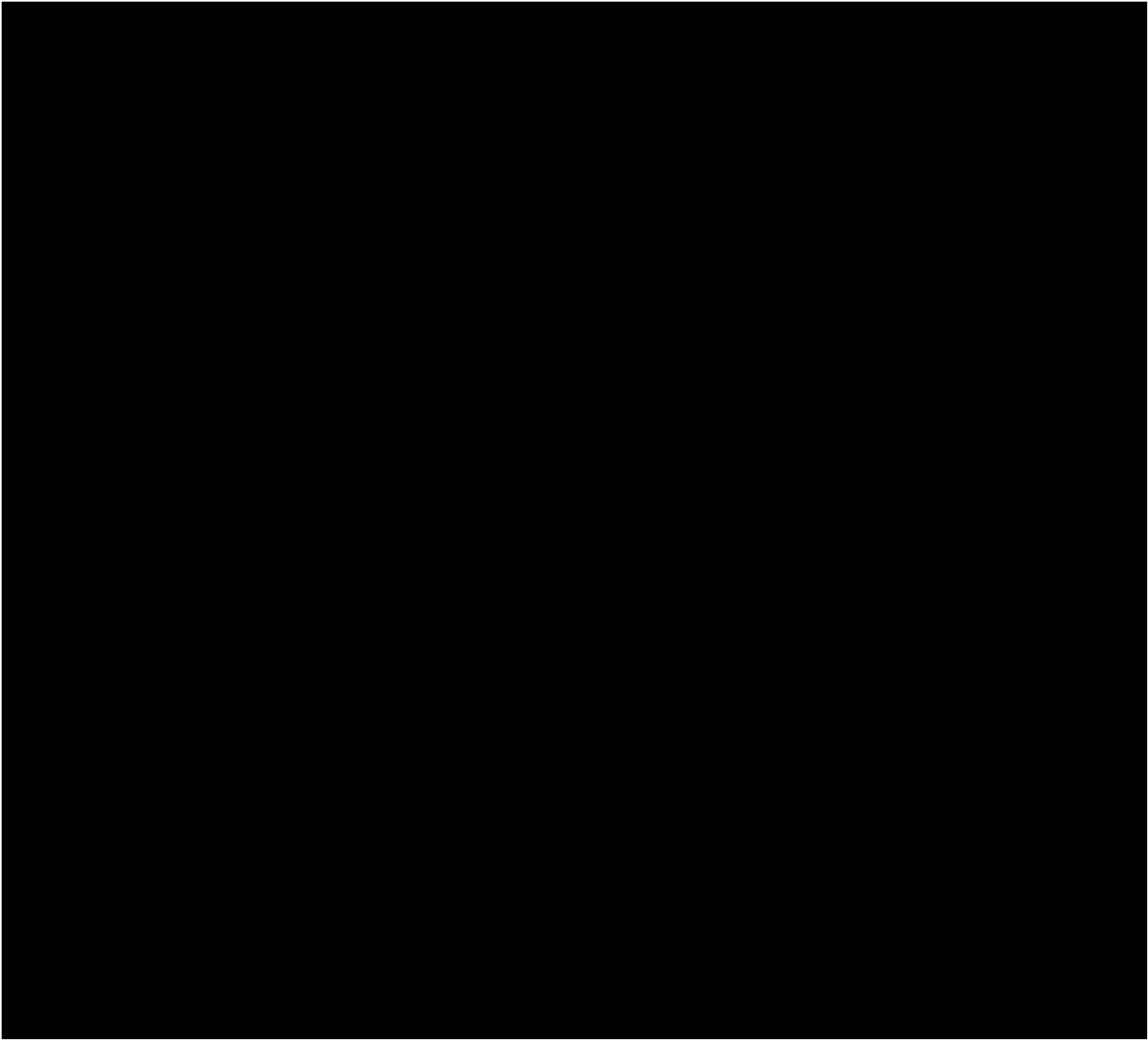


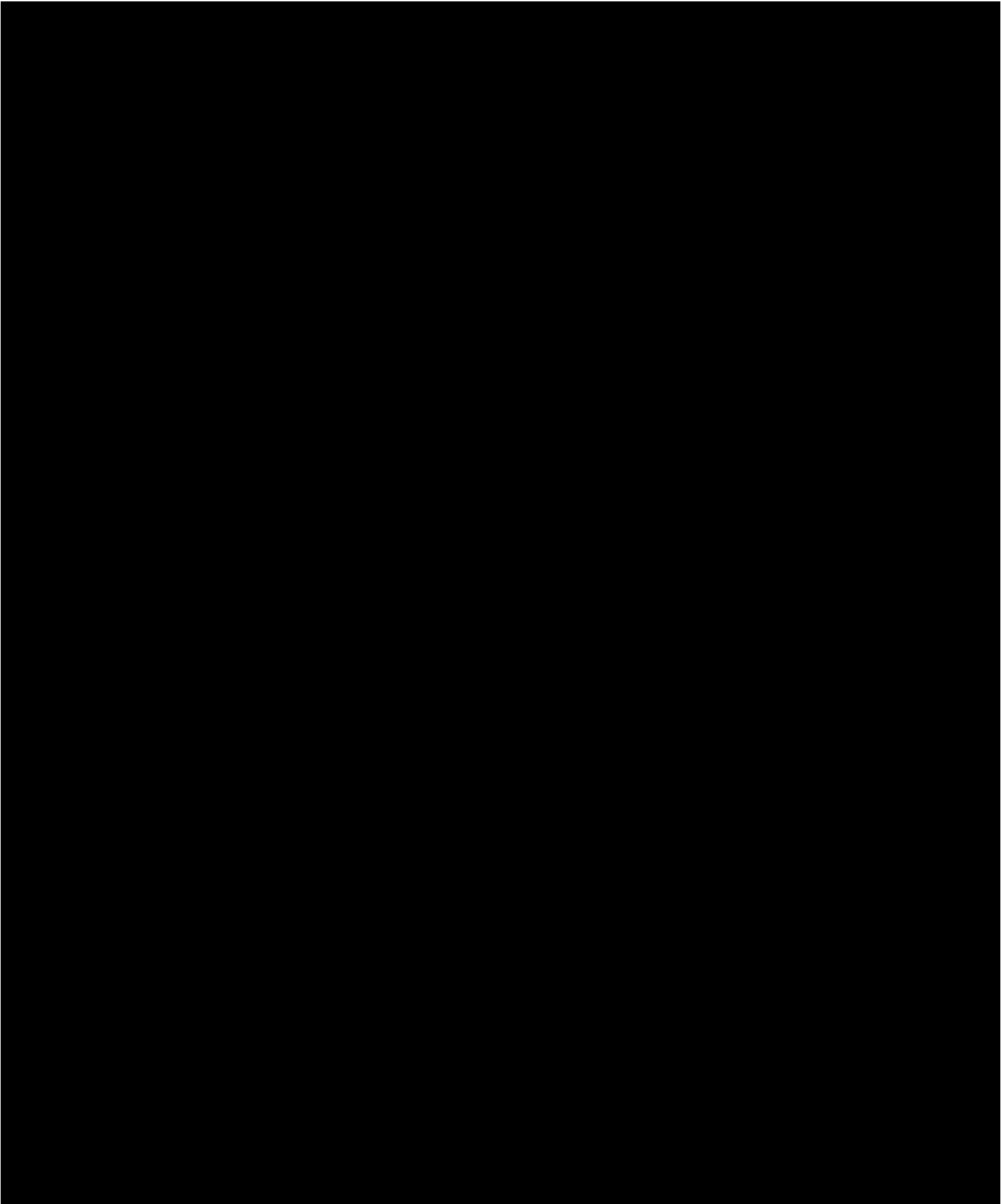


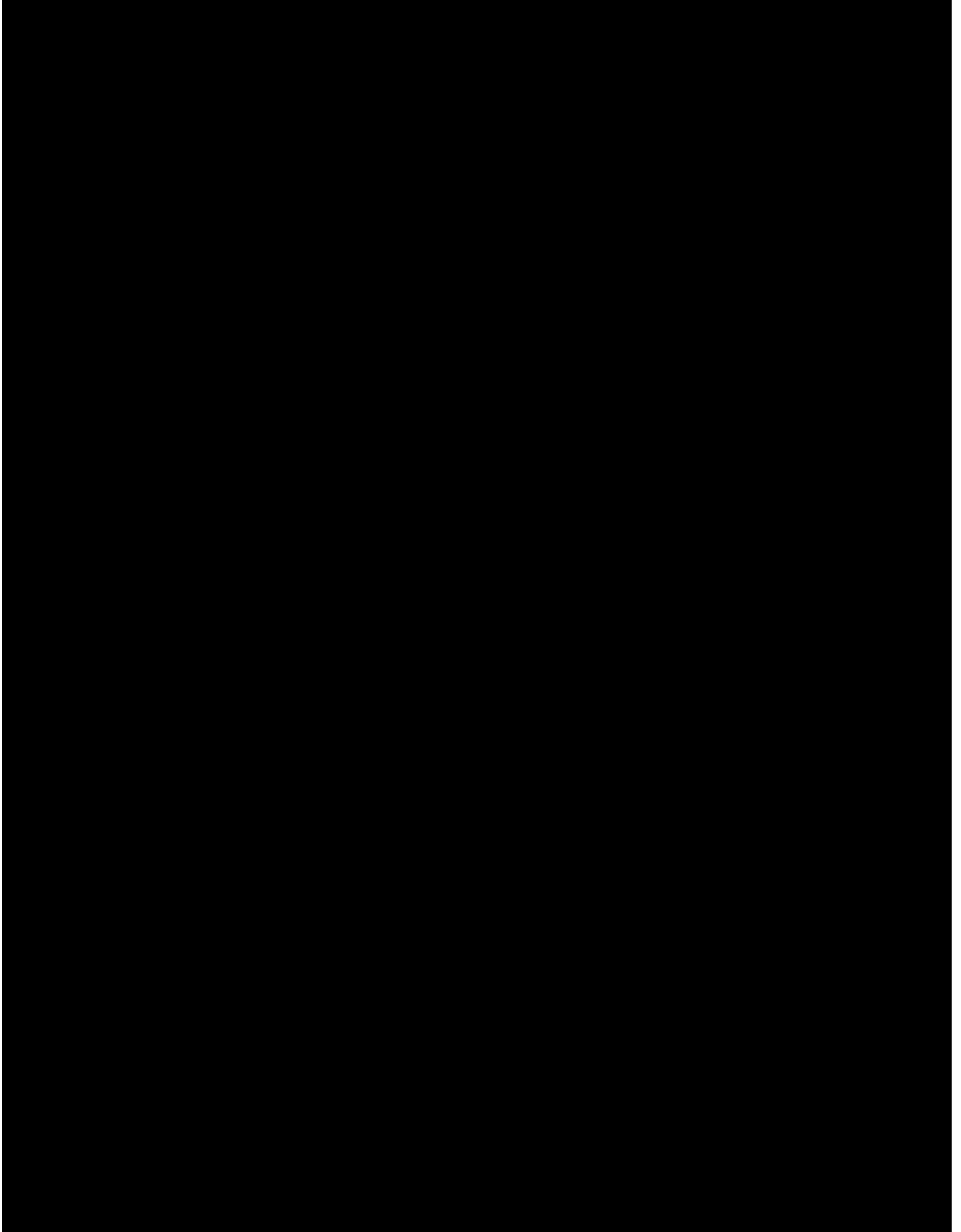


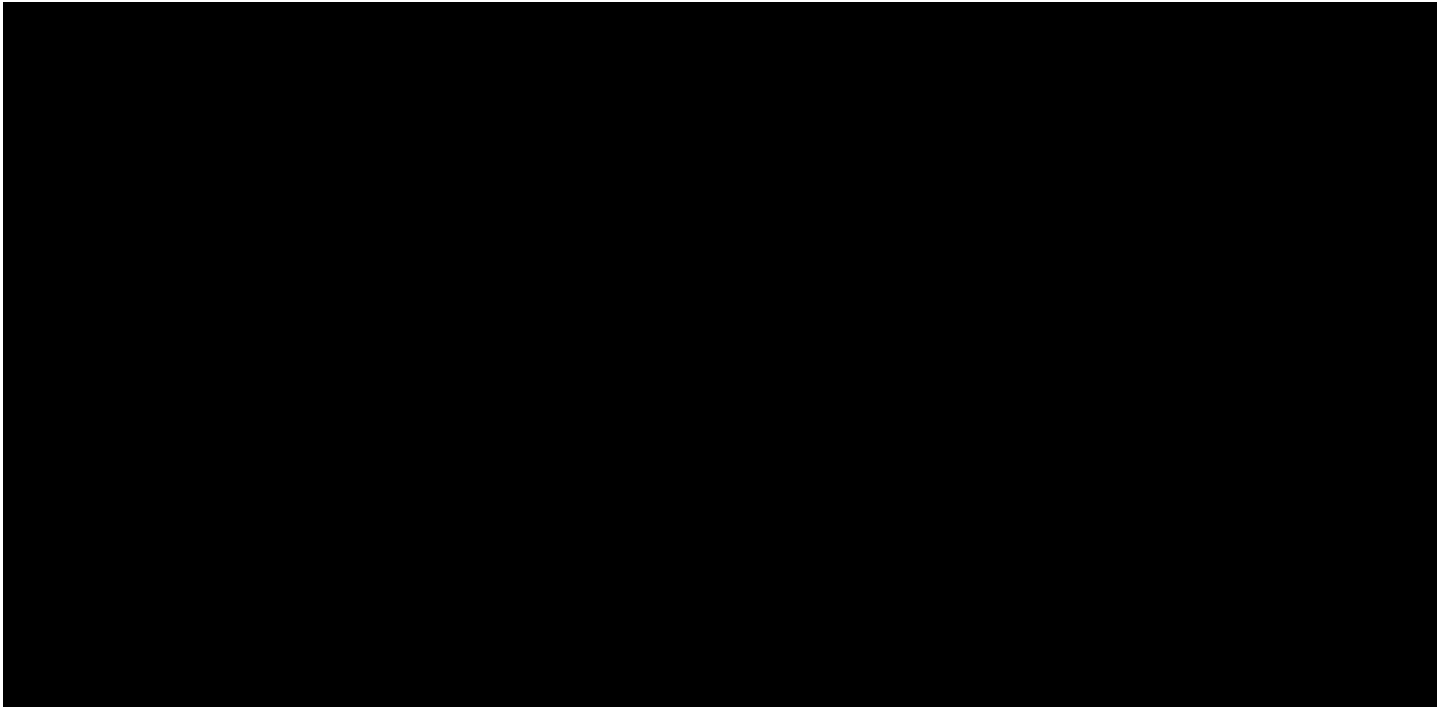












Diversity Practices

87. Diversity Practices (RFP 4.3(A)(1)(f))

The information requested in this section is provided in this Volume 1, Sections 2.18 and 2.19, and our Appendices K located in the Appendices section of this Volume One (1).

Lots 2 and 3 Submissions

88. Lots 2 and 3 Submissions (RFP 4.3)

The introduction of RFP Section 4.3 contemplates that the Bidder will complete and submit with its Proposal a Video Lottery Gaming License Application for Agent/Vendor (RFP Appendix S). The Bidder, which has been granted a Video Lottery Gaming Vendor License with an expiration date of January 2025, has taken notice of the guidance provided by Question and Answer Number 276 which confirmed that entities with the Bidder's licensing status may forego completing and submitting a Video Lottery Gaming License Application for Agent/Vendor with their submissions to the Commission. Please refer to (i) the New York Lottery correspondence addressed to the Bidder dated June 15, 2011 which indicates that the Bidder was granted a temporary Video Lottery Gaming Vendor License (Identification Number IXX17505), and (ii) the Commission's correspondence addressed to the Bidder dated January 6, 2020 which indicates that the Bidder has been granted a Video Lottery Gaming Vendor License (with Identification Number IXX17505 remaining in effect). Copies of Licenses are disclosed in Section 2.3 Licensing.

Evaluation and Selection

89. Part 5 – Evaluation and Selection (RFP 5.1 to 5.9)

The Bidder acknowledges the processes, terms and conditions, contained in Part 5 and to the extent necessary acknowledges its agreement to procedures outlined therein.

Appendix and Attachments

Appendix B-3

VIDEO LOTTERY TERMINALS, GAMES, SOFTWARE AND MAINTENANCE

C _____

THIS AGREEMENT made this _____ day of _____, 20__ by and between the NEW YORK STATE GAMING COMMISSION, an executive agency of the State of New York having an office at One Broadway Center, Post Office Box 7500, Schenectady, New York 12301-7500 (the "Commission"), and [Contractor], having an office at [address] (the "Contractor").

WHEREAS the Commission issued a Request for Proposals ("RFP") on February 1, 2021 soliciting proposals from qualified firms to provide a Video Lottery Terminals, Games, Software and Maintenance, and clarified the requirements of the RFP with questions and answers dated February 23, 2021, March 1, 2021 and March 8, 2021 (collectively, the "RFP"); and

WHEREAS the Contractor submitted a Technical Proposal and a Pricing Proposal for Lot 3 (Qualified Electronic Table Games Supplier) dated [_____, 2021] (collectively, the "Proposal"), which was deemed to have met the minimum qualifications by Commission's evaluation team;

WHEREAS Lot 3 allows the Contractor the ability to provide Electronic Table Games Video Lottery Terminals ("ETGs") at licensed facilities in the state of New York (the "licensed Video Lottery Gaming facilities") upon selection by the licensed Video Lottery Gaming facility of a product offered by the Contractor subject the restrictions and requirements contained within the RFP;

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises hereinafter set forth, the parties hereto agree as follows:

1. Scope of Services. The Contractor agrees to provide the Commission with a VLTs, games, software and maintenance in connection with the operation of the video lottery program at licensed Video Lottery Gaming facilities, as more fully set forth in the RFP and the Proposal. Both the RFP and the Proposal are hereby incorporated into this Contract with the same force and effect as if they were fully set forth herein. Nothing in this agreement shall be construed as a guarantee that the Contractor will be selected to provide a specified number or any VLTs.
2. Term. This Contract shall be effective July 1, 2021 through December 31, 2029.
3. Regulations. Contractor agrees to familiarize itself with the regulations issued by the Commission concerning the operation of video lottery gaming within the State and to comply with same.
4. Licensing. Contractor agrees to submit to licensing procedures established by the Commission and recognizes that satisfactory licensing is a condition of successful performance of the Contract. Failure to maintain the required license shall be cause for termination of the Contract.
5. Financial Arrangements.
 - a. Compensation. In full consideration for all goods and services specified in the RFP and the Proposal, the Commission agrees to pay, and the Contractor agrees to accept, compensation in accordance with the prices set forth in the Proposal, unless otherwise stated herein. No minimum amount is guaranteed by this Contract and the Contractor shall not have any right to make a claim therefore. Expenditures under this Contract shall not exceed [XXXXXXXXX].

- i. For purposes New York State Finance Law and Article 34 of the New York State Tax Law, the goods and services specified in the RFP and the Proposal qualify the Contractor to be considered a “licensed lottery sales agent” a “licensed lottery retailer” or a “retailer” as that term is used in Article 34 of the New York State Tax Law, permitting the compensation for services through the retention of a portion of sales revenue.
- ii. The Commission shall each week utilize video lottery central system reports to calculate the amount of net win and the compensation due and owing to the Contractor consistent with the schedule provided by the Contractor in its Pricing Proposal. Upon verification of amounts, the Commission will direct payment to the Contractor either (a) by the Commission directly or (b) by the Video Lottery Facility from lottery receipts through ACH processing. The Commission understands and agrees that it shall be responsible for the Video Lottery Facility’s failure to make payment to Contractor as provided herein and that it shall pay Contractor directly in event of such failure.
- iii. The Contractor shall obtain written affirmation from a Video Lottery Gaming Facility accepting the financial responsibility to reimburse the Commission for all costs exceeding the “Average Base Compensation Rate” as defined within the RFP prior to delivery of any games selected by the licensed Video Lottery Gaming Facility. The Commission will not compensate the Contractor any amount in excess of the Average Base Compensation Rate without proof of such affirmation.

b. Liquidated Damages.

- i. The Commission may, in its discretion, deduct liquidated damages from the compensation otherwise due to the Contractor when the circumstances which

give rise to a claim for liquidated damages exist. There may be occurrences whereby, in its sole judgement, the Commission determines not to assert its right to claim liquidated damages, and such determination shall not be precedential or prejudice the Commission's option to assert such right in the future.

- ii. The parties agree that the assessment will be made per occurrence for the liquidated damages described in Section 2.17 of the RFP. The parties further agree that the failures described in Section 2.17 of the RFP may result in loss of revenues to the State of New York far in excess of the amount contained in Paragraph A(4) of Section 2.17 and, therefore, liquidated damages claimed for such failures would not necessarily be limited to damages per occurrence. In that instance, the measure of liquidated damages for failures described in Section 2.17 of the RFP shall be the amount of lost revenue to the State of New York reasonably estimated from historical data. For the purposes of this Contract, lost revenue to the State of New York shall be equal to the portion of net proceeds due to education aid, which shall be calculated as total credits played, less credits won, less promotional credits, less sales agent commissions and less administrative and operating expenses of the Commission applicable to the number of video lottery terminals for a comparable period in question. Damages are assessed when the liquidated damages bear a reasonable proportion to actual losses sustained as a result of Contractor's conduct.
- iii. The Commission shall send written notice of such failure to the Contractor within 30 days of the occurrence. Failure to send such notice constitutes a waiver of any and all liquidated damages with regards to the occurrence.

6. Consent. The Commission agrees that its consent to the Contractor's assignment of its interest and obligations under the Contract shall not be withheld unreasonably.

7. Approvals Required. This Contract, and any extension of the term of this Contract or any amendment of the provisions of this Contract, shall not be effective and binding upon the Commission, the State of New York, or the Contractor unless and until approved by the New York State Attorney General and the State Comptroller. The Commission agrees to exercise its best efforts to obtain such approval.

8. Mutual Cooperation. The objectives of this Contract include maximizing the net proceeds to the State of New York from video lottery gaming at reasonable rates of compensation to Contractor through the installation and use of a video lottery terminals, games and software as more fully described in the RFP and the Proposal. The parties agree to cooperate fully and in good faith and to assist each other, to the extent reasonably practicable, in order to accomplish these objectives. Contractor agrees to commit to the level and quality of staffing as specified in its Proposal, and to submit quarterly reports to the Commission specifying current staffing levels, personnel, vacancies and plan for filling vacancies.

9. Contractor's Proprietary Rights. The Commission acknowledges the Contractor's proprietary and intellectual property rights in and to Contractor's hardware, system specifications and details set forth in the Proposal and the software heretofore and hereafter created by Contractor for operation of the system on hardware of both the Contractor and the Commission. The Commission further acknowledges that such rights shall survive the expiration or termination of this Contract and agrees to maintain the confidentiality thereof to the extent allowed by law and to render such reasonable assistance as may be necessary to protect and preserve Contractor's interests therein.

11. Limitation of Contractor's Lobbying Activities. Contractor agrees to abide by all applicable rules, regulations and laws relating to its lobbying activities in New York. In addition, Contractor agrees to provide, during the term of this Contract or any extensions thereof, written notification, updated quarterly, to the Commission specifying the name, business address and

telephone number of any lobbyist, as that term is defined in Section 1-C of the New York State Lobbying Act (New York State Legislative Law Article 1-A) employed or hired to represent the Contractor within the State of New York on Commission issues. Failure to provide this information to the Commission will constitute a material breach of the terms of this Contract and be cause for termination.

12. Communication and Contracts. Contractor shall enter into and maintain only authorized communication in regard to the goods and services provided pursuant to this contract with other contractors supplying goods and services to the Commission in furtherance of video lottery gaming within New York State. Contractor agrees to forego entry into any contracts other than this Contract to perform services or supply goods in furtherance of video lottery gaming in New York State unless otherwise approved in writing by the Commission.

13. Termination and Suspension.

(a) The Commission shall have the right to terminate this Contract for convenience or for any of the following causes:

(i) a material breach by the Contractor of any of the provisions of this Contract;

(ii) a determination by a court of competent jurisdiction that the Contractor is bankrupt or insolvent;

(iii) a good faith determination by the Commission that continuation of the Contract could place the integrity of the Commission in jeopardy; or

(iv) a conviction of the Contractor or any of its directors, officers, or employees of any criminal offense connected to the Contractor's business which, in the sole reasonable opinion of the Executive Director of the Commission, would be prejudicial to public confidence in the New York Lottery or the Commission.

(v) Grounds for Cancellation. Upon the refusal by a person, when called before a grand jury, head of a state department, temporary state commission or other state

agency, or the organized crime task force in the department of law, which is empowered to compel the attendance of witnesses and examine them under oath, to testify in an investigation, concerning any transaction or contract had with the state, any political subdivision thereof, a public authority or with any public department, agency or official of the state or of any political subdivision thereof or of a public authority, to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning such transaction or contract.

Such person, and any firm, partnership or corporation of which he is a member, partner, director or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any contracts with the state or any public department, agency or official thereof, for goods, work or services, for a period of five years after such refusal, and to provide also that any and all contracts made with the state or any public department, agency or official thereof, since the effective date of this law, by such person, and by any firm, partnership or corporation of which he is a member, partner, director or officer may be cancelled or terminated by the state without incurring any penalty or damages on account of such cancellation or termination, but any monies owing by the state for goods delivered or work done prior to the cancellation or termination shall be paid.

(b) In the event that the Commission decides to exercise the right to terminate this Contract for cause, the Commission shall give the Contractor written Notice of Intention to Terminate for Cause ("Notice"). Such Notice shall state clearly and specifically the cause for which termination is sought, and the Contractor shall be entitled to a period of thirty (30) days from receipt of such Notice to correct or cure the cause so described to the reasonable satisfaction of the Commission

in which case such Notice shall be deemed withdrawn and a nullity. If termination is sought because of a criminal conviction as described in subparagraph (iv) of Paragraph (a) of this section 14, the cause for termination shall be deemed to be cured if the Contractor causes or obtains the dismissal, resignation, retirement, or other removal of the person convicted of such offense during such thirty (30) day period.

(c) The Commission reserves the right to terminate this Contract in the event it is found that the certification filed by the Contractor in accordance with New York State's State Finance Law § 139-k was intentionally false or intentionally incomplete. Upon such finding, the Commission may exercise its termination right by providing written notice to the Contractor in accordance with the written notice terms of this Contract.

(d) Upon written notice to the Contractor, and a reasonable opportunity to be heard with appropriate Commission officials or staff, the Contract may be terminated by the Executive Director or his or her designee at the Contractor's expense where the Contractor is determined by the Executive Director or his or her designee to be non-responsible or nonresponsible. In such event, the Executive Director or his or her designee may complete the contractual requirements in any manner he or she may deem advisable and pursue available legal or equitable remedies for breach.

(e) The Executive Director of the Commission or his or her designee, in his or her sole discretion, reserves the right to suspend any or all activities under this Contract, at any time, when he or she discovers information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the Executive Director of the Commission or his or her designee issues a written notice authorizing a resumption of performance under the Contract.

15. Conflict of Interest.

(a) The Contractor has provided a form (Vendor Assurance of No Conflict of Interest or Detrimental Effect), signed by an authorized executive or legal representative attesting that the Contractor's performance of the services does not and will not create a conflict of interest with, nor position the Contractor to breach any other contract currently in force with the State of New York, that the Contractor will not act in any manner that is detrimental to any State project on which the Contractor is rendering services.

(b) The Contractor hereby reaffirms the attestations made in its Proposal and covenants and represents that there is and shall be no actual or potential conflict of interest that could prevent the Contractor's satisfactory or ethical performance of duties required to be performed pursuant to the terms of this Contract. The Contractor shall have a duty to notify the Commission immediately of any actual or potential conflicts of interest.

(c) In conjunction with any subcontract under this CONTRACT, the Contractor shall obtain and deliver to the Commission, prior to entering into a subcontract, a Vendor Assurance of No Conflict of Interest or Detrimental Effect form, signed by an authorized executive or legal representative of the subcontractor. The Contractor shall also require in any subcontracting agreement that the subcontractor, in conjunction with any further subcontracting agreement, obtain and deliver to the Commission a signed and completed Vendor Assurance of No Conflict of Interest or Detrimental Effect form for each of its subcontractors prior to entering into a subcontract.

(d) The Commission and the Contractor recognize that conflicts may occur in the future because the Contractor may have existing, or establish new, relationships. The Commission will review the nature of any relationships and reserves the right to terminate this Contract for any reason, or for cause, if, in the judgment of the Commission, a real or potential conflict of interest cannot be cured.

16. Ticket Purchase and Prize Payment Restrictions. No officer or employee of the Contractor or employee of any subcontractor who is directly involved in game development, has access to game terminals, components that could impact game terminal performance or sensitive information regarding game terminals or software, and no person residing in the same household of such officer or employee shall purchase a New York Lottery video lottery ticket or be paid a prize in any New York Lottery video lottery game. The Contractor shall ensure that this requirement is made known to each officer and employee of the Contractor and any subcontractor. "Subcontractor" is defined as those who play a major role in providing video lottery games and who are employed by the Contractor during the life of the Contract.

17. Confidentiality and Non-Disclosure.

(a) For the purposes of this section, "Confidential Information" means any information not generally known to the public, whether oral or written, that the Commission identifies as confidential and discloses to the Contractor so that the Contractor can provide services to the Commission pursuant to this Contract. Confidential Information may include, but is not limited to, operational and infrastructure information relating to: bid documents, plans, drawings, specifications, reports, product information; business and security processes and procedures; personnel and organizational data, and financial statements; information system IP addresses, passwords, security controls, architectures and designs; and such other data, information and images that the Commission deems confidential. The Commission will identify written Confidential Information by marking it with the word "Confidential" and will identify oral Confidential Information as confidential at the time of disclosure to the Contractor.

(b) Confidential Information does not include information that, at the time of Commission's disclosure to the Contractor:

- (i) is already in the public domain or becomes publicly known through no act of the Contractor;

- (ii) is already known by the Contractor free of any confidentially obligations;
- (iii) is information that the Commission has approved in writing for disclosure; or
- (iv) is required to be disclosed by the Contractor pursuant to law or applicable professional standards, so long as the Contractor provides the Commission with notice of such disclosure requirement and an opportunity to defend prior to any such disclosure.

(c) The Contractor may use Confidential Information solely for the purposes of providing services to the Commission pursuant to this Contract. The Contractor shall not make copies of any written Confidential Information except as necessary to perform the services required by this Contract, without the express written permission of the Commission. The Commission's disclosure of Confidential Information to the Contractor shall not convey to the Contractor any right or interest in such Confidential Information and the Commission shall retain all right and title to such Confidential Information at all times.

(d) The Contractor shall hold Confidential Information confidential to the maximum extent permitted by law. The Contractor shall safeguard Confidential Information with at least the same level of care and security, using all reasonable and necessary security measures, devices and procedures that the Contractor uses to maintain its own confidential information.

(e) Upon written request by the Commission, the Contractor shall return all written Confidential Information to the Commission.

18. Records Retention. Records required by this Contract to be retained by the Contractor shall be retained for the periods specified in Appendix A, attached hereto. Such records may be retained in their original form or in any other reliable and readily retrievable format, at the option of the Contractor.

19. Notices. All notices required by this Contract shall be sufficient if in writing and sent by certified mail return receipt requested and all other communications shall be sufficient if

communicated in writing to the following addresses or to such other addresses as may be designated from time to time by the parties in writing:

(a) As to the Commission:

Executive Director
New York State Gaming Commission
One Broadway Center
Post Office Box 7500
Schenectady NY 12301-7500

(b) As to the Contractor:

Contact:
Company Name:
Address:

20. Liability and Indemnification. The Contractor shall be responsible for all damages to life and property due to the activities of the Contractor, as well as the activities of the subcontractors (if any), agents or employees of the Contractor in connection with the performance of services under this Contract. The Contractor shall indemnify, defend, and save harmless the Commission and the State of New York, and their officers, employees, agents, assigns and retailers from and against any and all third party claims, liabilities, losses, damages, costs, or expenses, including reasonable attorneys' fees, which may be incurred, suffered, or required in whole or in part by an actual or alleged act or omission of:

- (a) the Contractor, its officers, employees, agents, successors and assigns,
and/or
- (b) a Subcontractor, its officers, employees, agents, successors and assigns.

21. Relationship. The relationship of the Contractor to the Commission arising out of this Contract shall be that of an independent contractor. The Contractor, in accordance with its status as an independent contractor, agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of the Commission or the State of New York, and that it will not make any claim, demand or application for any right or

privilege applicable to an officer or employee of the Commission or the State of New York, including, but not limited to, workers' compensation coverage, unemployment insurance benefits, social security coverage, or retirement membership or credit. All personnel of the Contractor shall be within the employ of the Contractor only or shall be duly contracted subcontractors of the Contractor, which alone shall be responsible for their work, the direction thereof, and their compensation. Nothing in this Contract shall impose any liability or duty on the Commission or the State, of New York on account of any acts, omissions, liabilities or obligations of the Contractor or any person, firm, company, agency, association, corporation, or organization engaged by the Contractor as expert, consultant, independent contractor, specialist, trainee, employee, servant or agent, for taxes of any nature, including, but not limited to, unemployment insurance and workers' compensation insurance, and the Contractor hereby agrees to indemnify and hold harmless the Commission and the State of New York against any such liabilities.

22. Force Majeure. A Force Majeure occurrence is an event or effect that cannot be reasonably anticipated or controlled. As herein used, "Force Majeure" means fire, explosion, action of the elements, governmental interference, rationing or any other cause which is beyond the control of the party affected and which, by the exercise of reasonable diligence, said party is unable to prevent.

Neither the Contractor nor the Commission shall be liable to the other for any delay in or failure of performance under the Contract resulting from this RFP due to a Force Majeure occurrence. Any such delay in or failure of performance shall not constitute a default or give rise to any liability for damages. The existence of such causes of such delay or failure shall extend the period for performance to such extent as determined by the Commission to be necessary to enable complete performance by the Contractor if reasonable diligence is exercised after the cause of delay or failure has been removed.

23. Documents Incorporated. Appendix A, Standard Clauses for New York State Contracts, dated October 2019, the RFP; and the Proposal are hereby incorporated herein and made a part hereof.

24. Order of Precedence. Any conflict between the provisions of this Contract and the documents incorporated herein shall be resolved according to the following order of precedence, from the highest to the lowest:

- (a) Appendix A – Standard Clauses for New York State Contracts;
- (b) Any amendments to the Contract;
- (c) Contract and appendices;
- (d) Request for Proposal and any clarifying responses by the Commission;
- (e) Vendor Proposal and any clarifying responses by the vendor.

25. Miscellaneous Provisions.

(a) A waiver of enforcement of any provision of this Contract shall not constitute a waiver of any other provision of this Contract nor shall it preclude the affected party from subsequently enforcing such provision.

(b) This instrument and the documents incorporated herein represent the entire agreement between the Commission and the Contractor, and no modification thereof shall be binding unless the same is in writing and signed by the parties.

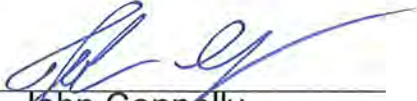
(c) The headings contained in this Contract are intended for ease of reference only and shall not be interpreted to limit or modify any of the provisions of this Contract.

(d) The Contractor shall at all times during the Contract term remain responsible. The Contractor agrees, if requested by the Executive Director of the Commission or his or her designee, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity.

The table is extremely faint and contains illegible text. It appears to have multiple rows and columns, but the specific content cannot be discerned.

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the day and year first above written.

CONTRACTOR

By: 
Title: John Connolly
Global CEO
Date: MARCH 17, 2021

NEW YORK STATE
GAMING COMMISSION

By: _____
Title: _____
Date: _____

ATTORNEY GENERAL

By: _____
Title: _____
Date: _____

COMPTROLLER
Thomas P. DiNapoli

By: _____
Title: _____
Date: _____

Acknowledgement

ACKNOWLEDGEMENT BY INDIVIDUAL

STATE OF _____)
) ss.:
COUNTY OF _____)

On this _____ day of _____, 20____, before me personally came _____, to me known and known to me to be the person described in and who executed the foregoing instrument and he/she acknowledged to me that he/she executed the same.

Notary Public

ACKNOWLEDGEMENT BY UNINCORPORATED ASSOCIATION

STATE OF _____)
) ss.:
COUNTY OF _____)

On this _____ day of _____, 20____, before me personally came _____, to me known and known to me to be the person described in and who executed the above instrument, who, being duly sworn by me, did for himself/herself depose and say that he/she is a member of the firm of _____ and that he/she executed the foregoing instrument in the firm name of _____, and that he/she had authority to sign same, and he/she did duly acknowledge to me that he/she executed the same as the act and deed of said firm of _____, for the uses and purposes mentioned therein.

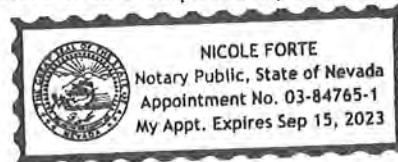
Notary Public

ACKNOWLEDGEMENT BY CORPORATION

STATE OF Nevada)
) ss.:
COUNTY OF Clark)

On this 17th day of MARCH, in the year 2021, before me personally came John J. Connelly IV., to me known, who, being by me duly sworn did depose and say that he/she resides in LAS VEGAS, NEVADA; that he/she is the CEO of the Interblock USA LC, the corporation described in and which executed the above instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such a corporate seal, that it was so affixed by the order of the Board of Directors of said corporation, and that he he/she signed his/her name thereto by like order.

Nicole Forte
Notary Public



Appendix C

BIDDER/OFFERER DISCLOSURE/CERTIFICATION FORM**CONTRACT/PROJECT DESCRIPTION:** New York Lottery Video Lottery Games**CONTRACT/PROJECT NUMBER:** #C202017**RESTRICTED PERIOD FOR THIS PROCUREMENT:** February 5, 2021 through approval of the Office of the State Comptroller.**PERMISSABLE CONTACTS:** Stacey Relation and Alysian Bowers

1. CONTACTS - Contractor affirms that it understands and agrees to comply with the procedures on procurement lobbying restrictions regarding permissible contacts in the restricted period for a procurement contract in accordance with State Finance Law §§ 139-j and 139-k. I agree

2. BIDDER/OFFERER DISCLOSURE OF PRIOR NON-RESPONSIBILITY DETERMINATIONS Pursuant to Procurement Lobbying Law (SFL §139-j)

(a) Has any Governmental Entity made a finding of non-responsibility regarding the individual or entity seeking to enter into the Procurement Contract in the previous four years?

Yes No

If yes, please answer the following question:

(b) Was the basis for the finding of non-responsibility due to a violation of State Finance Law § 139-j? N/A

Yes No

(c) If "Yes" was the basis for the finding of non-responsibility due to the intentional provision of false or incomplete information to a governmental entity? N/A

Yes No

If "Yes", please provide details regarding the finding of non-responsibility:

Governmental Entity: N/A

Date of Finding of Non-Responsibility: N/A

Basis of Finding of Non-Responsibility (attach additional sheets if necessary): N/A

3. Has any governmental agency terminated or withheld a procurement contract with the above-named individual or entity due to the intentional provision of false or incomplete information?

Yes No

If yes, provide details:

Governmental Entity: N/A

Date of Termination or Withholding of Contract: N/A

Basis of Termination or Withholding: (add additional pages if necessary)

N/A

4. TERMINATION CLAUSE:

Contractor certifies that all information provided to the Agency with respect to State Finance Law §§139 (j) and 139 (k) is complete true and accurate. If found to be in violation of State Finance Law §§139 (j) and 139 (k), the contract will result in termination.

I agree

Name of Contractor's Firm/Company: Interblock USA L.C.

Contractor Address: 1106 Palms Airport Drive, Las Vegas, Nevada 89119-3730

Contractor's signature:


I understand that my signature represents that I am signing and responding to both certifications listed above

Print Name: John J. Connelly, IV

Occupation of Person signing this form: Global CEO

Email Address: john.connelly@interblockgaming.com

Appendix D

**Non-Collusive Bidding Certification
Required By Section 139-D of the State Finance Law**

By submission of this bid, bidder and each person signing on behalf of bidder certifies, under penalty of perjury, that to the best of his/her knowledge and belief:

[1] The prices of this bid have been arrived at independently, without collusion, consultation, communication, or agreement, for the purposes of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor;

[2] Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly, to any other Bidder or to any competitor; and

[3] No attempt has been made or will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

A BID SHALL NOT BE CONSIDERED FOR AWARD NOR SHALL ANY AWARD BE MADE WHERE [1], [2], [3] ABOVE HAVE NOT BEEN COMPLIED WITH; PROVIDED HOWEVER, THAT IF IN ANY CASE THE BIDDER(S) CANNOT MAKE THE FORGOING CERTIFICATION, THE BIDDER SHALL SO STATE AND SHALL FURNISH BELOW A SIGNED STATEMENT WHICH SETS FORTH IN DETAIL THE REASONS THEREFORE:

[AFFIX ADDEDUM TO THIS PAGE IF SPACE IS REQUIRED FOR STATEMENT.]

Subscribed to under penalty of perjury under the laws of the State of New York, this 18TH day of March, 2021 as the act and deed of said corporation.

Global CEO
Title


Signature

Acknowledgement

ACKNOWLEDGEMENT BY INDIVIDUAL

STATE OF _____)
) ss.:
COUNTY OF _____)

On this _____ day of _____, 20____, before me personally came _____, to me known and known to me to be the person described in and who executed the foregoing instrument and he/she acknowledged to me that he/she executed the same.

Notary Public

ACKNOWLEDGEMENT BY UNINCORPORATED ASSOCIATION

STATE OF _____)
) ss.:
COUNTY OF _____)

On this _____ day of _____, 20____, before me personally came _____, to me known and known to me to be the person described in and who executed the above instrument, who, being duly sworn by me, did for himself/herself depose and say that he/she is a member of the firm of _____ and that he/she executed the foregoing instrument in the firm name of _____, and that he/she had authority to sign same, and he/she did duly acknowledge to me that he/she executed the same as the act and deed of said firm of _____, for the uses and purposes mentioned therein.

Notary Public

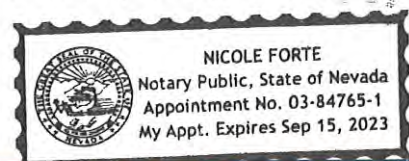
ACKNOWLEDGEMENT BY CORPORATION

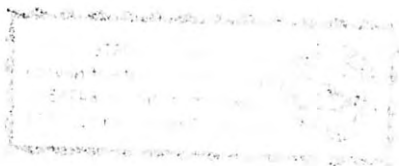
STATE OF Nevada)
) ss.:
COUNTY OF Clark)

On this 18 day of MARCH, in the year 2021, before me personally came John J Connolly IV, to me known, who, being by me duly sworn did depose and say that he/she resides in Las Vegas, Nevada; that he/she is the Global CEO of the Interblock USA LC, the corporation described in and which executed the above instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such a corporate seal, that it was so affixed by the order of the Board of Directors of said corporation, and that he he/she signed his/her name thereto by like order.

Nicole Forte

Notary Public





Appendix E: Bidder



The submission of the attached Vendor Responsibility Questionnaire is required with your bid.

You must include your ten-digit Vendor ID identifier number issued by New York State. Please insert the Vendor ID number on the top right corner of pages 2-10 of the questionnaire.

If you have previously submitted a New York State Vendor Questionnaire that was signed less than one year ago in connection with another State solicitation or contract, and there are no material changes to that questionnaire, you may submit an Affidavit of No Change along with a copy of the previously completed Vendor Questionnaire.

You are encouraged to complete the questionnaire online. By doing so, you will not be required to complete the questionnaire for future contracts with New York State agencies, so long as you certify the information every six months.

If you are interested in completing the online questionnaire, please visit the following website for additional information:

<https://www.osc.state.ny.us/state-vendors/vendrep/file-your-vendor-responsibility-questionnaire>

If you have filed your questionnaire online, please sign below and return only this page with your bid.

Complete the below only if you have filed your questionnaire online, otherwise, please complete the attached questionnaire.

Contractor Name (print)

Signature

Interblock USA L.C.

Company Name

Date

**NEW YORK STATE
VENDOR RESPONSIBILITY QUESTIONNAIRE
FOR-PROFIT BUSINESS ENTITY**

You have selected the For-Profit Non-Construction questionnaire which may be printed and completed in this format or, for your convenience, may be completed online using the New York State VendRep System.

COMPLETION & CERTIFICATION

The person(s) completing the questionnaire must be knowledgeable about the vendor's business and operations. An owner or officer must certify the questionnaire and the signature must be notarized.

NEW YORK STATE VENDOR IDENTIFICATION NUMBER (VENDOR ID)

The Vendor ID is a ten-digit identifier issued by New York State when the vendor is registered on the Statewide Vendor File. This number must now be included on the questionnaire. If the business entity has not obtained a Vendor ID, contact the OSC Help Desk at ciohelpdesk@osc.state.ny.us or call 866-370-4672.

DEFINITIONS

All underlined terms are defined in the "New York State Vendor Responsibility Definitions List," found at www.osc.state.ny.us/vendrep/documents/definitions.pdf. These terms may not have their ordinary, common or traditional meanings. Each vendor is strongly encouraged to read the respective definitions for any and all underlined terms. By submitting this questionnaire, the vendor agrees to be bound by the terms as defined in the "New York State Vendor Responsibility Definitions List" existing at the time of certification.

RESPONSES

Every question must be answered. Each response must provide all relevant information which can be obtained within the limits of the law. However, information regarding a determination or finding made in error which was subsequently corrected is not required. Individuals and Sole Proprietors may use a Social Security Number but are encouraged to obtain and use a federal Employer Identification Number (EIN).

REPORTING ENTITY

Each vendor must indicate if the questionnaire is filed on behalf of the entire Legal Business Entity or an Organizational Unit within or operating under the authority of the Legal Business Entity and having the same EIN. Generally, the Organizational Unit option may be appropriate for a vendor that meets the definition of "Reporting Entity" but due to the size and complexity of the Legal Business Entity, is best able to provide the required information for the Organizational Unit, while providing more limited information for other parts of the Legal Business Entity and Associated Entities.

ASSOCIATED ENTITY

An Associated Entity is one that owns or controls the Reporting Entity or any entity owned or controlled by the Reporting Entity. However, the term Associated Entity does not include "sibling organizations" (i.e., entities owned or controlled by a parent company that owns or controls the Reporting Entity), unless such sibling entity has a direct relationship with or impact on the Reporting Entity.

STRUCTURE OF THE QUESTIONNAIRE

The questionnaire is organized into eleven sections. Section I is to be completed for the Legal Business Entity. Section II requires the vendor to specify the Reporting Entity for the questionnaire. Section III refers to the individuals of the Reporting Entity, while Sections IV-VIII require information about the Reporting Entity. Section IX pertains to any Associated Entities, with one question about their Officials/Owners. Section X relates to disclosure under the Freedom of Information Law (FOIL). Section XI requires an authorized contact for the questionnaire information.

**NEW YORK STATE
VENDOR RESPONSIBILITY QUESTIONNAIRE
FOR-PROFIT BUSINESS ENTITY**

I. LEGAL BUSINESS ENTITY INFORMATION			
<u>Legal Business Entity Name*</u> Interblock USA L.C.		<u>EIN (Enter 9 digits, without hyphen)</u> 03-0449695	
Address of the <u>Principal Place of Business</u> (street, city, state, zip code) 1106 Palms Airport Drive, Las Vegas, Nevada 89119-3730		<u>New York State Vendor Identification Number</u>	
		<u>Telephone</u> (702) 260 1384 ext.	<u>Fax</u> (702) 260 1374
<u>Email</u> info@interblockgaming.com		<u>Website</u> http://www.interblockgaming.com	
Additional <u>Legal Business Entity</u> Identities: If applicable, list any other <u>DBA</u> , <u>Trade Name</u> , <u>Former Name</u> , <u>Other Identity</u> , or <u>EIN</u> used in the last five (5) years and the status (active or inactive).			
Type	Name	EIN	Status
N/A	N/A	N/A	N/A
1.0 <u>Legal Business Entity</u> Type – Check appropriate box and provide additional information:			
<input type="checkbox"/> <u>Corporation</u> (including <u>PC</u>)		Date of Incorporation	
<input checked="" type="checkbox"/> <u>Limited Liability Company</u> (LLC or <u>PLLC</u>)		Date of Organization 05/15/2002	
<input type="checkbox"/> <u>Partnership</u> (including <u>LLP</u> , <u>LP</u> or <u>General</u>)		Date of Registration or Establishment	
<input type="checkbox"/> <u>Sole Proprietor</u>		How many years in business?	
<input type="checkbox"/> <u>Other</u>		Date Established	
If Other, explain: N/A			
1.1 Was the <u>Legal Business Entity</u> formed or incorporated in New York State?			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If 'No,' indicate jurisdiction where <u>Legal Business Entity</u> was formed or incorporated and attach a <u>Certificate of Good Standing</u> from the applicable jurisdiction or provide an explanation if a <u>Certificate of Good Standing</u> is not available.			
<input checked="" type="checkbox"/> United States State <u>Nevada</u>			
<input type="checkbox"/> Other Country _____			
Explain, if not available: N/A			
1.2 Is the <u>Legal Business Entity</u> publicly traded?			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If "Yes," provide <u>CIK Code</u> or Ticker Symbol N/A			
1.3 Does the <u>Legal Business Entity</u> have a <u>DUNS</u> Number?			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If "Yes," Enter <u>DUNS</u> Number N/A			

*All underlined terms are defined in the "New York State Vendor Responsibility Definitions List," which can be found at www.osc.state.ny.us/vendrep/documents/definitions.pdf.

**NEW YORK STATE
VENDOR RESPONSIBILITY QUESTIONNAIRE
FOR-PROFIT BUSINESS ENTITY**

I. LEGAL BUSINESS ENTITY INFORMATION		
1.4 If the <u>Legal Business Entity</u> 's <u>Principal Place of Business</u> is not in New York State, does the <u>Legal Business Entity</u> maintain an office in New York State? (Select "N/A," if <u>Principal Place of Business</u> is in New York State.)		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A
If "Yes," provide the address and telephone number for one office located in New York State. N/A		
1.5 Is the <u>Legal Business Entity</u> a New York State certified <u>Minority-Owned Business Enterprise</u> (MBE), <u>Women-Owned Business Enterprise</u> (WBE), <u>New York State Small Business</u> (SB) or a federally certified <u>Disadvantaged Business Enterprise</u> (DBE)? If "Yes," check all that apply: N/A <input type="checkbox"/> New York State certified <u>Minority-Owned Business Enterprise</u> (MBE) <input type="checkbox"/> New York State certified <u>Women-Owned Business Enterprise</u> (WBE) <input type="checkbox"/> <u>New York State Small Business</u> (SB) <input type="checkbox"/> Federally certified <u>Disadvantaged Business Enterprise</u> (DBE)		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
1.6 Identify <u>Officials</u> and <u>Principal Owners</u> , if applicable. For each person, include name, title and percentage of ownership. Attach additional pages if necessary. If applicable, reference to relevant SEC filing(s) containing the required information is optional.		
Name	Title	Percentage Ownership <i>(Enter 0% if not applicable)</i>
John J. Connelly, IV	CEO and Manager	0%
Tomaz Zvipelj	Manager and Secretary	0%
Rok Uhan	Manager and Treasurer	0%
Interblock d.d.	owner	100%

**NEW YORK STATE
VENDOR RESPONSIBILITY QUESTIONNAIRE
FOR-PROFIT BUSINESS ENTITY**

II. REPORTING ENTITY INFORMATION	
<p>2.0 The <u>Reporting Entity</u> for this questionnaire is:</p> <p>Note: Select only one.</p> <p><input checked="" type="checkbox"/> <u>Legal Business Entity</u></p> <p><i>Note: If selecting this option, "<u>Reporting Entity</u>" refers to the entire <u>Legal Business Entity</u> for the remainder of the questionnaire. (SKIP THE REMAINDER OF SECTION II AND PROCEED WITH SECTION III.)</i></p> <p><input type="checkbox"/> <u>Organizational Unit within and operating under the authority of the Legal Business Entity</u></p> <p>SEE DEFINITIONS OF "<u>REPORTING ENTITY</u>" AND "<u>ORGANIZATIONAL UNIT</u>" FOR ADDITIONAL INFORMATION ON CRITERIA TO QUALIFY FOR THIS SELECTION.</p> <p><i>Note: If selecting this option, "<u>Reporting Entity</u>" refers to the <u>Organizational Unit within the Legal Business Entity</u> for the remainder of the questionnaire. (COMPLETE THE REMAINDER OF SECTION II AND ALL REMAINING SECTIONS OF THIS QUESTIONNAIRE.)</i></p>	
IDENTIFYING INFORMATION	
a) <u>Reporting Entity Name</u> Interblock USA L.C.	
Address of the <u>Primary Place of Business</u> (street, city, state, zip code) 1106 Palms Airport Drive, Las Vegas, Nevada 89119-3730	Telephone (702) 260 1384 ext.
b) Describe the relationship of the <u>Reporting Entity</u> to the <u>Legal Business Entity</u> N/A	
c) Attach an <u>organizational chart</u> Please refer to attachment Exhibit E - II: Organizational Structure	
d) Does the Reporting Entity have a <u>DUNS Number</u> ?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If "Yes," enter <u>DUNS Number</u> N/A	
e) Identify the designated manager(s) responsible for the business of the <u>Reporting Entity</u> . <i>For each person, include name and title. Attach additional pages if necessary.</i>	
Name	Title
John J. Connelly IV.	CEO and Manager
Tomaz Zvipelj Rok Uhan	Manager and Secretary Manager and Treasurer

**NEW YORK STATE
VENDOR RESPONSIBILITY QUESTIONNAIRE
FOR-PROFIT BUSINESS ENTITY**

INSTRUCTIONS FOR SECTIONS III THROUGH VII

For each "Yes," provide an explanation of the issue(s), relevant dates, the government entity involved, any remedial or corrective action(s) taken and the current status of the issue(s). For each "Other," provide an explanation which provides the basis for not definitively responding "Yes" or "No." Provide the explanation at the end of the section or attach additional sheets with numbered responses, including the Reporting Entity name at the top of any attached pages.

III. LEADERSHIP INTEGRITY	
<i>Within the past five (5) years, has any current or former reporting entity official or any individual currently or formerly having the authority to sign, execute or approve bids, proposals, contracts or supporting documentation on behalf of the reporting entity with any government entity been:</i>	
3.0 <u>Sanctioned</u> relative to any business or professional permit and/or license?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Other
3.1 <u>Suspended, debarred, or disqualified</u> from any <u>government contracting process</u> ?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Other
3.2 The subject of an <u>investigation</u> , whether open or closed, by any <u>government entity</u> for a civil or criminal violation for any business-related conduct?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Other
3.3 Charged with a misdemeanor or felony, indicted, granted immunity, convicted of a crime or subject to a <u>judgment</u> for: a) Any business-related activity; or b) Any crime, whether or not business-related, the underlying conduct of which was related to truthfulness?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Other
For each "Yes" or "Other" explain: N/A	

IV. INTEGRITY – CONTRACT BIDDING	
<i>Within the past five (5) years, has the reporting entity:</i>	
4.0 Been <u>suspended</u> or <u>debarred</u> from any <u>government contracting process</u> or been <u>disqualified</u> on any government procurement, permit, license, concession, franchise or lease, including, but not limited to, <u>debarment</u> for a violation of New York State Workers' Compensation or Prevailing Wage laws or New York State Procurement Lobbying Law?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
4.1 Been subject to a denial or revocation of a government prequalification?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
4.2 Been denied a contract award or had a bid rejected based upon a <u>non-responsibility finding</u> by a <u>government entity</u> ?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
4.3 Had a low bid rejected on a <u>government contract</u> for failure to <u>make good faith efforts</u> on any <u>Minority-Owned Business Enterprise, Women-Owned Business Enterprise or Disadvantaged Business Enterprise goal or statutory affirmative action requirements</u> on a previously held contract?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
4.4 Agreed to a voluntary exclusion from bidding/contracting with a <u>government entity</u> ?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
4.5 Initiated a request to withdraw a bid submitted to a <u>government entity</u> in lieu of responding to an information request or subsequent to a formal request to appear before the <u>government entity</u> ?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
For each "Yes," explain: N/A	

**NEW YORK STATE
VENDOR RESPONSIBILITY QUESTIONNAIRE
FOR-PROFIT BUSINESS ENTITY**

V. INTEGRITY – CONTRACT AWARD	
<i>Within the past five (5) years, has the reporting entity:</i>	
5.0 Been <u>suspended</u> , cancelled or <u>terminated for cause</u> on any <u>government contract</u> including, but not limited to, a <u>non-responsibility finding</u> ?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
5.1 Been subject to an <u>administrative proceeding</u> or civil action seeking specific performance or restitution in connection with any <u>government contract</u> ?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
5.2 Entered into a formal monitoring agreement as a condition of a contract award from a <u>government entity</u> ?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
For each "Yes," explain: N/A	

VI. CERTIFICATIONS/LICENSES	
<i>Within the past five (5) years, has the reporting entity:</i>	
6.0 Had a revocation, <u>suspension</u> or <u>disbarment</u> of any business or professional permit and/or license?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
6.1 Had a denial, decertification, revocation or forfeiture of New York State certification of <u>Minority-Owned Business Enterprise</u> , <u>Women-Owned Business Enterprise</u> or federal certification of <u>Disadvantaged Business Enterprise</u> status for other than a change of ownership?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
For each "Yes," explain: N/A	

VII. LEGAL PROCEEDINGS	
<i>Within the past five (5) years, has the reporting entity:</i>	
7.0 Been the subject of an <u>investigation</u> , whether open or closed, by any <u>government entity</u> for a civil or criminal violation?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
7.1 Been the subject of an indictment, grant of immunity, <u>judgment</u> or conviction (including entering into a plea bargain) for conduct constituting a crime?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
7.2 Received any OSHA citation and Notification of Penalty containing a violation classified as <u>serious or willful</u> ?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
7.3 Had a <u>government entity</u> find a willful prevailing wage or supplemental payment violation or any other willful violation of New York State Labor Law?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
7.4 Entered into a consent order with the New York State Department of Environmental Conservation, or received an enforcement determination by any <u>government entity</u> involving a violation of federal, state or local environmental laws?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
7.5 Other than previously disclosed: a) Been subject to fines or penalties imposed by <u>government entities</u> which in the aggregate total \$25,000 or more; or Yes b) Been convicted of a criminal offense pursuant to any administrative and/or regulatory action taken by any <u>government entity</u> ? No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
For each "Yes," explain: Please refer to attachment Exhibit E - VII: Disciplinary Action	

**NEW YORK STATE
VENDOR RESPONSIBILITY QUESTIONNAIRE
FOR-PROFIT BUSINESS ENTITY**

VIII. FINANCIAL AND ORGANIZATIONAL CAPACITY	
8.0 Within the past five (5) years, has the <u>Reporting Entity</u> received any <u>formal unsatisfactory performance assessment(s)</u> from any <u>government entity</u> on any contract?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If "Yes," provide an explanation of the issue(s), relevant dates, the <u>government entity</u> involved, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.	
8.1 Within the past five (5) years, has the <u>Reporting Entity</u> had any <u>liquidated damages</u> assessed over \$25,000?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If "Yes," provide an explanation of the issue(s), relevant dates, contracting party involved, the amount assessed and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.	
8.2 Within the past five (5) years, have any <u>liens or judgments</u> (not including UCC filings) over \$25,000 been filed against the <u>Reporting Entity</u> which remain undischarged?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If "Yes," provide an explanation of the issue(s), relevant dates, the Lien holder or Claimant's name(s), the amount of the <u>lien(s)</u> and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.	
8.3 In the last seven (7) years, has the <u>Reporting Entity</u> initiated or been the subject of any bankruptcy proceedings, whether or not closed, or is any bankruptcy proceeding pending?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If "Yes," provide the bankruptcy chapter number, the court name and the docket number. Indicate the current status of the proceedings as "Initiated," "Pending" or "Closed." Provide answer below or attach additional sheets with numbered responses.	
8.4 During the past three (3) years, has the <u>Reporting Entity</u> failed to file or pay any tax returns required by <u>federal, state or local tax laws</u> ?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If "Yes," provide the taxing jurisdiction, the type of tax, the liability year(s), the tax liability amount the <u>Reporting Entity</u> failed to file/pay and the current status of the tax liability. Provide answer below or attach additional sheets with numbered responses.	
8.5 During the past three (3) years, has the <u>Reporting Entity</u> failed to file or pay any New York State unemployment insurance returns?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If "Yes," provide the years the <u>Reporting Entity</u> failed to file/pay the insurance, explain the situation and any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.	
8.6 During the past three (3) years, has the <u>Reporting Entity</u> had any <u>government audit(s)</u> completed?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
a) If "Yes," did any audit of the <u>Reporting Entity</u> identify any reported significant deficiencies in internal control, fraud, illegal acts, significant violations of provisions of contract or grant agreements, significant abuse or any <u>material disallowance</u> ?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If "Yes" to 8.6 a), provide an explanation of the issue(s), relevant dates, the <u>government entity</u> involved, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.	

**NEW YORK STATE
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FOR-PROFIT BUSINESS ENTITY**

IX. ASSOCIATED ENTITIES <i>This section pertains to any entity(ies) that either controls or is controlled by the <u>reporting entity</u>. (See definition of "<u>associated entity</u>" for additional information to complete this section.)</i>	
9.0 Does the <u>Reporting Entity</u> have any <u>Associated Entities</u> ? Note: All questions in this section must be answered if the <u>Reporting Entity</u> is either: - An <u>Organizational Unit</u> ; or - The entire <u>Legal Business Entity</u> which controls, or is controlled by, any other entity(ies). If "No," SKIP THE REMAINDER OF SECTION IX AND PROCEED WITH SECTION X.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
9.1 Within the past five (5) years, has any <u>Associated Entity Official</u> or <u>Principal Owner</u> been charged with a misdemeanor or felony, indicted, granted immunity, convicted of a crime or subject to a <u>judgment</u> for: a) Any business-related activity; or b) Any crime, whether or not business-related, the underlying conduct of which was related to truthfulness?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If "Yes," provide an explanation of the issue(s), the individual involved, his/her title and role in the <u>Associated Entity</u> , his/her relationship to the <u>Reporting Entity</u> , relevant dates, the <u>government entity</u> involved, any remedial or corrective action(s) taken and the current status of the issue(s).	
9.2 Does any <u>Associated Entity</u> have any currently undischarged <u>federal</u> , New York State, New York City or New York local government <u>liens</u> or <u>judgments</u> (not including UCC filings) over \$50,000?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If "Yes," provide an explanation of the issue(s), identify the <u>Associated Entity's</u> name(s), <u>EIN(s)</u> , primary business activity, relationship to the <u>Reporting Entity</u> , relevant dates, the Lien holder or Claimant's name(s), the amount of the <u>lien(s)</u> and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.	
9.3 Within the past five (5) years, has any <u>Associated Entity</u> :	
a) Been <u>disqualified</u> , <u>suspended</u> or <u>debarred</u> from any <u>federal</u> , New York State, New York City or other New York local <u>government contracting process</u> ?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
b) Been denied a contract award or had a bid rejected based upon a <u>non-responsibility finding</u> by any <u>federal</u> , New York State, New York City, or New York local <u>government entity</u> ?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
c) Been <u>suspended</u> , <u>cancelled</u> or <u>terminated for cause</u> (including for <u>non-responsibility</u>) on any <u>federal</u> , New York State, New York City or New York local <u>government contract</u> ?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
d) Been the subject of an <u>investigation</u> , whether open or closed, by any <u>federal</u> , New York State, New York City, or New York local <u>government entity</u> for a civil or criminal violation with a penalty in excess of \$500,000?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
e) Been the subject of an indictment, grant of immunity, <u>judgment</u> , or conviction (including entering into a plea bargain) for conduct constituting a crime?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
f) Been convicted of a criminal offense pursuant to any administrative and/or regulatory action taken by any <u>federal</u> , New York State, New York City, or New York local <u>government entity</u> ?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
g) Initiated or been the subject of any bankruptcy proceedings, whether or not closed, or is any bankruptcy proceeding pending?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
For each "Yes," provide an explanation of the issue(s), identify the <u>Associated Entity's</u> name(s), <u>EIN(s)</u> , primary business activity, relationship to the <u>Reporting Entity</u> , relevant dates, the <u>government entity</u> involved, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.	

**NEW YORK STATE
VENDOR RESPONSIBILITY QUESTIONNAIRE
FOR-PROFIT BUSINESS ENTITY**

X. FREEDOM OF INFORMATION LAW (FOIL)	
<p>10. Indicate whether any information supplied herein is believed to be exempt from disclosure under the Freedom of Information Law (FOIL).</p> <p>Note: A determination of whether such information is exempt from FOIL will be made at the time of any request for disclosure under FOIL.</p>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<p>If "Yes," indicate the question number(s) and explain the basis for the claim.</p>	

XI. AUTHORIZED CONTACT FOR THIS QUESTIONNAIRE		
Name	Telephone	Fax
John J. Connelly IV.	702-234-3531 ext.	702-260-1374
Title	Email	
CEO and Manager	john.connelly@interblockgaming.com	

NEW YORK STATE
VENDOR RESPONSIBILITY QUESTIONNAIRE
FOR-PROFIT BUSINESS ENTITY

Certification

The undersigned: (1) recognizes that this questionnaire is submitted for the express purpose of assisting New York State contracting entities in making responsibility determinations regarding an award of a contract or approval of a subcontract; (2) recognizes that the Office of the State Comptroller (OSC) will rely on information disclosed in the questionnaire in making responsibility determinations and in approving a contract or subcontract; (3) acknowledges that the New York State contracting entities and OSC may, in their discretion, by means which they may choose, verify the truth and accuracy of all statements made herein; and (4) acknowledges that intentional submission of false or misleading information may constitute a misdemeanor or felony under New York State Penal Law, may be punishable by a fine and/or imprisonment under Federal Law, and may result in a finding of non-responsibility, contract suspension or contract termination.

The undersigned certifies that he/she:

- is knowledgeable about the Reporting Entity's business and operations;
- has read and understands all of the questions contained in the questionnaire;
- has not altered the content of the questionnaire in any manner;
- has reviewed and/or supplied full and complete responses to each question;
- to the best of his/her knowledge, information and belief, confirms that the Reporting Entity's responses are true, accurate and complete, including all attachments, if applicable;
- understands that New York State will rely on the information disclosed in the questionnaire when entering into a contract with the Reporting Entity; and
- is under obligation to update the information provided herein to include any material changes to the Reporting Entity's responses at the time of bid/proposal submission through the contract award notification, and may be required to update the information at the request of the New York State contracting entities or OSC prior to the award and/or approval of a contract, or during the term of the contract.

Signature of Owner/Officer 

Printed Name of Signatory John J. Connelly IV.

Title CEO and Manager

Reporting Entity Name Interblock USA L.C.

Address 1106 Palms Airport Drive

City, State, Zip Las Vegas, Nevada 89119-3730

Sworn to before me this 17th day of March 20 21 ;

Wendolene Notary Public
State of Nevada
County of Clark



Exhibit E

SECRETARY OF STATE



CERTIFICATE OF EXISTENCE WITH STATUS IN GOOD STANDING

I, Barbara K. Cegavske, the duly qualified and elected Nevada Secretary of State, do hereby certify that I am, by the laws of said State, the custodian of the records relating to filings by corporations, non-profit corporations, corporations sole, limited-liability companies, limited partnerships, limited-liability partnerships and business trusts pursuant to Title 7 of the Nevada Revised Statutes which are either presently in a status of good standing or were in good standing for a time period subsequent of 1976 and am the proper officer to execute this certificate.

I further certify that the records of the Nevada Secretary of State, at the date of this certificate, evidence, **INTERBLOCK USA L.C.**, as a DOMESTIC LIMITED-LIABILITY COMPANY (86) duly organized under the laws of Nevada and existing under and by virtue of the laws of the State of Nevada since 05/15/2002, and is in good standing in this state.



Certificate Number: B202102111425012

You may verify this certificate
online at <http://www.nvsos.gov>

IN WITNESS WHEREOF, I have hereunto set my
hand and affixed the Great Seal of State, at my
office on 02/11/2021.

Barbara K. Cegavske

BARBARA K. CEGAVSKE
Secretary of State

SECRETARY OF STATE



CERTIFICATE OF EXISTENCE WITH STATUS IN GOOD STANDING

I, Barbara K. Cegavske, the duly qualified and elected Nevada Secretary of State, do hereby certify that I am, by the laws of said State, the custodian of the records relating to filings by corporations, non-profit corporations, corporations sole, limited-liability companies, limited partnerships, limited-liability partnerships and business trusts pursuant to Title 7 of the Nevada Revised Statutes which are either presently in a status of good standing or were in good standing for a time period subsequent of 1976 and am the proper officer to execute this certificate.

I further certify that the records of the Nevada Secretary of State, at the date of this certificate, evidence, **INTERBLOCK LUXURY GAMING PRODUCTS D.D.**, as a FOREIGN CORPORATION (80) duly organized under the laws of Nevada and existing under and by virtue of the laws of the State of Nevada since 04/24/2006, and is in good standing in this state.



IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Great Seal of State, at my office on 02/11/2021.

Barbara K. Cegavske

BARBARA K. CEGAVSKE
Secretary of State

Certificate Number: B202102111425015

You may verify this certificate
online at <http://www.nvsos.gov>

Exhibit E-II Organizational Structure

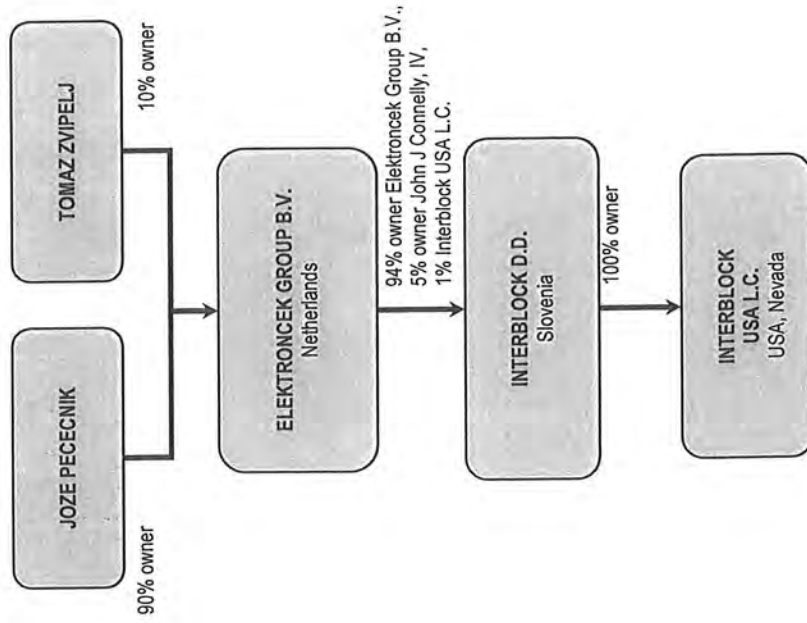


EXHIBIT E - VII: DISCIPLINARY ACTION

GOVERNMENTAL AGENCY/ORGANIZATION	NATURE OF CHARGE	DATE	DISPOSITION
Colorado Department of Revenue Division of Gaming	Administrative Action	2016-09-22	In August 2016, Colorado Department of Revenue Division of Gaming Field Operations staff discovered an Interblock multistation baccarat/blackjack game theme operating with maximum bet configuration which allowed the machines to violate the State's Constitutional maximum wager limit. Interblock USA L.C. implemented controls designed to prevent similar future violations and agreed to pay \$1,540.00 as a voluntary payment to Colorado's Limited Gaming Fund to resolve in this matter.
Colorado Department of Revenue Division of Gaming	Violation - stipulation and agreement	2017-05-02	In 2016 the Colorado Department of Revenue notified Interblock USA, L.C. of two alleged violations of Colorado's maximum wager limit. On March 28, 2017, Division of Gaming Field Operations staff received a notification from Z Casino in Black Hawk, Colorado, regarding a maximum wager violation discovered on an Interblock multi-station blackjack game theme operating with a maximum bet onfiguration which allowed the machines to violate the State's Constitutional maximum wager limit. The Division determined that the manufacturer/distributor, Interblock USA L.C., failed to properly configure the slot machines prior to shipment to Colorado. Interblock USA L.C. implement controls designed to prevent similar future violations and paid a fine of \$37,500 to resolve the matter.
Michigan Gaming Control Board	Acknowledgment of Violation	2018-09-11	On June 30, 2017 Interblock d.d. completed a transfer of interest of Interblock d.d. to Elektroncek Group B.V. (7%) and Interblock USA L.C. (3%). On the same date Interblock d.d. facilitated a second transfer of interest of Interblock d.d. from Interblock USA L.C. to John Connelly (2%). Both transfers occurred without prior approval from the Michigan Gaming Control Board. Interblock d.d. admitted to violations of MCL 432.208c(1) and Mich Admin Code, R 432.1501(4) and agreed to pay a \$5,000 fine to resolve the matter.
Indiana Gaming Commission	Shipping Notification Violation	2018-09-10	On April 2, 2018, an Indiana Gaming Agent received a shipment at Hollywood Casino. One piece of hardware, a motherboard, was shipped without a request being submitted and approved through the Commission's Electronic Gaming Device System. The Indiana Gaming Commission staff alleges that the acts or omissions of Interblock d.d. with respect to such shipment constitute a violation of IC 4-33, IC 4-35, and 68 IAC. To resolve this matter, Interblock d.d. paid a fine of \$1,500.
Colorado Department of Revenue Division of Gaming	Violation - stipulation and agreement	2019-05-16	On multiple occasions in 2018 the Colorado Department of Revenue Division of Gaming on field trial discovered that some Interblock USA L.C. machines allowed for a maximum wager over \$100.00 and on some occasions failed to provide casinos with digital screen-shot images detailing all configuration settings and options enabled on the slot machine server station. To resolve the matter, Interblock USA L.C. agreed to pay a fine of \$150,000 and developed new hardcoded software, provide each casinos with game build/configuration worksheets, and institute compliance program at corporate level related to game installations in State of Colorado.
Michigan Gaming Control Board	Acknowledgment of Violation	2019-03-12	In January 2017, Interblock d.d. ("Licensee") installed Electronic Gaming Devices ("EGDs") on the gaming floor of MGM Grand Casino ("MGM"), including a 30-player-station Pulse Arena multigame system. A routine check of an EGD that was part of the Pulse Arena System indicated a possible software error and led the Michigan Gaming Control Board ("Board") to ask Licensee for additional information about the EGD and/or its components and associated equipment. On April 13, 2017 Licensee sent a technician to MGM to examine the EGD. The technician enabled one of the integrity check features on the EGD control program that had been disabled sometime before this date. The Michigan Gaming Control Board determined that Licensee violated MCL 432.207a(3) by distributing software to MGM that did not conform to standards adopted by the Board. Interblock agreed to pay a fine of \$12,500 fine to the Board to resolve the matter.
Indiana Gaming Commission	Shipping violation	2019-08-28	Indiana Gaming Commission policy requires electronic gaming devices to be transported by a sealed device truck. On March 4th, 2019 a Gaming Agent at Hollywood casino was notified that a shipment of Interblock slot machines had been delivered. One of the trucks delivering the slot machines was missing the required seal attached to the lock on the back door of the truck. Interblock d.d. agreed to pay the Indiana Gaming Commission a fine of \$2,500 to resolve the matter.

Appendix E: Subcontractor

The submission of the attached Vendor Responsibility Questionnaire is required with your bid.

You must include your ten-digit Vendor ID identifier number issued by New York State. Please insert the Vendor ID number on the top right corner of pages 2-10 of the questionnaire.

If you have previously submitted a New York State Vendor Questionnaire that was signed less than one year ago in connection with another State solicitation or contract, and there are no material changes to that questionnaire, you may submit an Affidavit of No Change along with a copy of the previously completed Vendor Questionnaire.

You are encouraged to complete the questionnaire online. By doing so, you will not be required to complete the questionnaire for future contracts with New York State agencies, so long as you certify the information every six months.

If you are interested in completing the online questionnaire, please visit the following website for additional information:

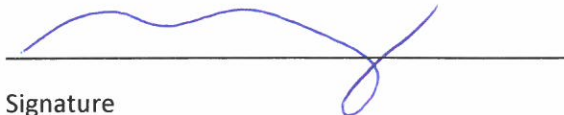
<https://www.osc.state.ny.us/vendrep/>

If you have filed your questionnaire online, please sign below and return only this page with your bid.

Complete the below only if you have filed your questionnaire online, otherwise, please complete the attached questionnaire.

Hector Fernandez

Contractor Name (print)



Signature

Aristocrat Technologies Inc

Company Name

March 11, 2021

Date

Appendix I

ENCOURAGING USE OF NEW YORK STATE BUSINESSES IN CONTRACT PERFORMANCE

New York State businesses have a substantial presence in State contracts and strongly contribute to the economies of the state and the nation. In recognition of their economic activity and leadership in doing business in New York State, bidders/proposers for this contract for commodities, services or technology are strongly encouraged and expected to consider New York State businesses in the fulfillment of the requirements of the contract. Such partnering may be as subcontractors, suppliers, protégés or other supporting roles.

Bidders/proposers need to be aware that all authorized users of this contract will be strongly encouraged, to the maximum extent practical and consistent with legal requirements, to use responsible and responsive New York State businesses in purchasing commodities that are of equal quality and functionality and in utilizing services and technology. Furthermore, bidders/proposers are reminded that they must continue to utilize small, minority and women-owned businesses, consistent with current State law.

Utilizing New York State businesses in State contracts will help create more private sector jobs, rebuild New York's infrastructure, and maximize economic activity to the mutual benefit of the contractor and its New York State business partners. New York State businesses will promote the contractor's optimal performance under the contract, thereby fully benefiting the public sector programs that are supported by associated procurements.

Public procurements can drive and improve the State's economic engine through promotion of the use of New York businesses by its contractors. The State therefore expects bidders/proposers to provide maximum assistance to New York businesses in their use of the contract. The potential participation by all kinds of New York businesses will deliver great value to the State and its taxpayers.

Bidders/proposers can demonstrate their commitment to the use of New York State businesses by responding to the question below:

Will New York State Businesses be used in the performance of this contract? Yes No

If yes, identify New York State businesses that will be used and attach identifying information.

Firm Name: Interblock USA L.C.

Signature: 

Date: MARCH 17, 2021

- Image Power Inc– 95 West Street, Annapolis, Maryland 21401 – (1-410-269-8888) - Mr. Carroll H. Hynson Jr – President and Chief Executive Officer - Certified MBE- <https://www.imagepower2000.com/>
 - Installation, set up and testing of various types of slot machines and networking systems
 - Diagnosis and Repair Slot Machines
 - Trouble shoot and make necessary repairs to electrical, electronic and mechanical assemblies
- Above and Beyond Talent Acquisition Inc – 48 Wall Street, 5th Floor, New York, NY 10005 - (1-646-779-5260) - Mr. Keith Harper CEO - Diversity Certified MBE - www.AandBTalent.com
 - Field Service Staffing and Support for Installation, set up and testing of slot machines
- Integrated Staffing – 463 Maple Avenue, Saratoga Springs, NY 12866 – (1-518-583-7823) - Dhianna Yezzi – Owner and President - Certified Minority, Disadvantaged Women Owned - www.integratedstaffingcorp.com
 - Field Service Staffing and Support for Installation, set up and testing of slot machines
- BC Trucking Services LLC – 62 River Glen Road, Wallkill, New York 12589 – (1-845-234-3234) – Pascal56@frontiernet.net
 - Freight, Moving & Warehousing
- Deluxe Delivery Systems – 64 West 48th Street, 4th Floor, New York NY 10036 – (1-212-376-4500) – www.mydeluxdelivery.com –
 - Logistics and Warehousing

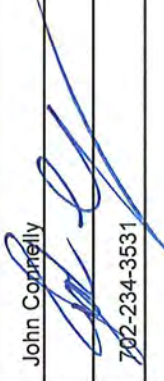
Appendix J-2

WORK FORCE EMPLOYMENT STAFFING PLAN

Project/RFP Title New York Lottery Games C202017 Location of Contract New York State County Zip
 Contractor/Firm Name Interblock USA L.C. Address 1106 Palms Airport Dr., Las Vegas, NV 89119 State Zip

Check applicable categories (1) Staff Estimates include: Contract/Project Staff Total Work Force Subcontractors
 (2) Type of Contract: Construction Consultants Commodities Services/Consultants

Federal Occupational Category	Total Anticipated Work Force										Total Percent Minority Employees	Total Percent Female Employees	
	Total Number of Employees		Black (Not of Hispanic Origin)		Hispanic		Asian or Pacific Islander		Native American/Alaskan Native				
	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female			
Officials/Admin	2	2	1	1								50%	100%
Professionals	2	2	1	1		1						25%	25%
Technicians	18	2	3	2	3	2	3	1				70%	25%
Sales Workers													
Office & Clerical													
Craft Workers													
Operatives													
Laborers	2	2	1	1		1						75%	25%
Service Workers													
TOTALS													

Company Official's Name John Connelly Title Global CEO
 Company Official's Signature  Date 3/15/2021
 Telephone Number 702-234-3531

Appendix J-4


**NEW YORK STATE GAMING COMMISSION
VENDOR/CONTRACTOR'S MINORITY AND WOMEN-OWNED BUSINESS UTILIZATION PLAN FORM**

AGENCY NAME _____
 AGENCY CONTACT _____
 AGENCY PHONE _____

CONTRACTOR NAME AND ADDRESS	CHECK APPROPRIATE BOX		DATE SUBMITTED	CONTRACTOR'S FID#	JOB NUMBER (IF APPLICABLE)	TOTAL VALUE OF CONTRACT	CONTRACT EFFECTIVE DATES	CONTRACT NUMBER
	SUPPLIER	CONTRACTOR						
Interblock USA L.C. 1106 Palms Airport Dr. Las Vegas, NV 89119	<input checked="" type="checkbox"/>	<input type="checkbox"/>	3/19/2021					
PROJECT DESCRIPTION New York Lottery Video Lottery Games	GOALS MBE WBE							
MWBE SUBCONTRACTOR/SUPPLIER NAME & ADDRESS	CHECK ONE	SUBCONTRACTOR/SUPPLIER TAXPAYER/FEDERAL ID #	MBE (CHECK)	WBE (CHECK)	NYS CERTIFIED (CHECK)	DESCRIPTION OF WORK	\$ VALUE OF CONTRACT	
Integrated Staffing 463 Maple Ave Saratoga Spring, NY 12866	SUB <input checked="" type="checkbox"/> SUP		YES NO	YES NO	YES NO	X NO	NO	X NO
Above and Beyond Talent Acquisition 48 Wall St. 5th Floor, New York, NY 10005	SUB <input checked="" type="checkbox"/> SUP		YES NO	YES NO	YES NO	X NO	NO	X NO
Deluxe Delivery Systems 64 West 48th Street, 4th Floor, New York NY 10036	SUB <input checked="" type="checkbox"/> SUP		YES NO	YES NO	YES NO	X NO	NO	X NO
Image Power 95 West Street Annapolis, MD 21401	SUB <input checked="" type="checkbox"/> SUP		YES NO	YES NO	YES NO	X NO	YES NO	X NO

- (A) TOTAL CONTRACT BID AMOUNT: _____
 (B) TOTAL SUBCONTRACTS FOR COMMODITIES AND SERVICES TO MBES: _____
 (C) TOTAL SUBCONTRACTS FOR COMMODITIES AND SERVICES TO WBE'S: _____

CONTRACTOR'S ATTESTATION: MY FIRM PROPOSES TO USE THE MWBE'S LISTED ON THIS FORM.

PREPARED BY: (SIGNATURE OF CONTRACTOR)	PRINT NAME OF CONTRACTOR	TELEPHONE NUMBER	DATE
	Interblock USA L.C.	702-234-3531	3/15/2021

FOR OFFICE USE ONLY
 REVIEWED BY: _____
 DATE: _____
 MWBE FIRMS CERTIFIED: _____
 MWBE FIRMS NOT CERTIFIED: _____

NOTICE: this report is required pursuant to Executive Law; failure to report will result in noncompliance.

Appendix K

Diversity Practices Questionnaire (Response worth up to 5 Technical Points)

Note: Points will not be awarded based on your company's status as a certified MWBE firm; monies spend within your own firm; or training provided to your own employees. All points awarded will be based on the information provided in response to the questions herein pertaining to efforts made toward New York State certified MWBE firms.

I, John Connelly, as Global CEO (title) of Interblock USA^{L.C.} firm or company (hereafter referred to as the company), swear and/or affirm under penalty of perjury that the answers submitted to the following questions are complete and accurate to the best of my knowledge:

(please see attached)

1. Does your company have a Chief Diversity Officer or other individual who is tasked with supplier diversity initiatives? **Yes or No**

If Yes, provide the name, title, description of duties assigned to the position and evidence of initiatives performed by this individual or individuals.

2. What percentage of your company's gross revenues (from your prior fiscal year) was paid to New York State certified minority and/or women-owned business enterprises as subcontractors, suppliers, joint-venturers, partners or other similar arrangement for the provision of goods or services to your company's clients or customers?

3. What percentage of your company's overhead (i.e. those expenditures that are not directly related to the provision of goods or services to your company's clients or customers) or non-contract-related expenses (from your prior fiscal year) was paid to New York State certified minority- and women-owned business enterprises as suppliers/contractors?¹

4. Does your company provide technical training² to minority- and women-owned business enterprises? **Yes or No**

If Yes, provide a description of such training which should include, but not be limited to, the date the program was initiated, the names and the number of minority- and women-owned business enterprises participating in such training, the number of years such training has been offered and the number of hours per year for which such training occurs.

¹ Do not include onsite project overhead.

² Technical training is the process of teaching employees how to more accurately and thoroughly perform the technical components of their jobs. Training can include technology applications, products, sales and service tactics, and more. Technical skills are job-specific as opposed to soft skills, which are transferable.

5. Is your company participating in a government approved minority- and women-owned business enterprises focused mentor protégé program? **Yes or No**

If Yes, identify the governmental mentoring program in which your company participates and provide evidence demonstrating the extent of your company's commitment to the governmental mentoring program.

6. Does your company include specific quantitative goals for the utilization of minority- and women-owned business enterprises in its non-government procurements? **Yes or No**

If Yes, provide a description of such non-government procurements (including time period, goal, scope and dollar amount) and indicate the percentage of the goals that were attained.

7. Does your company have a formal minority- and women-owned business enterprises supplier diversity program? **Yes or No**

If Yes, provide documentation of program activities and a copy of policy or program materials.

NOTE: All information provided in connection with the questionnaire is subject to audit and any fraudulent statements are subject to criminal prosecution and debarment.

Signature of Owner/Official 

Printed Name of Signatory John Connelly

Title Global CEO

Name of Business Interblock USA L.C.

Address 1106 Palms Airport Dr.

City, State, Zip Las Vegas, NV 89119

Diversity Practices Questionnaire1. Volume 1 – Applicant Information

I, **JOHN CONNELLY**, as **_CEO_** (title) of **INTERBLOCK USA L.C.** firm or company (hereafter referred to as the company), swear and/or affirm under penalty of perjury that the answers submitted to the following questions are complete and accurate to the best of my knowledge:

1. Does your company have a Chief Diversity Officer or other individual who is tasked with supplier diversity initiatives? **Yes** or **No** If yes, provide the name, title, description of duties assigned to the position and evidence of initiatives performed by this individual or individuals.

Yes

Angie Rodriguez-Smith, VP of Human Resources, joined Interblock in January 2021. VP of Human Resources is responsible for overseeing US diversity strategy and initiatives that support the Bidder's diversity mission. Rodriguez-Smith has had prior experience supporting a minority owned retail business based in New York City and was responsible for support employee relations and culture as well as training and development. Additionally, Rodriguez-Smith ensured operations upheld New York City state and city law.

Diversity Mission

The advancement of the company requires a commitment to a diverse and inclusive culture. To deliver the highest levels of innovation to our customers, we are committed to listening and investing in the diverse perspectives of our employees, customers and communities we serve.

Pillars:

- Hire and retain a diverse and inclusive workforce
- Train our employees in diversity, and the positive impact on our mission
- Commit to providing 30% minority-owned, women-owned, veteran-owned or other disability-owned suppliers bidding opportunities

Our diversity mission and pillars align with the communities, suppliers, and residents of New York. Our presence in New York and commitment to retaining and hiring a diverse workforce, training new and existing employees on diversity and a commitment to diverse supplier enterprises will help further the diversity mission of the bidder.

Skillsoft has been identified as a possible learning management system the Bidder can engage with if awarded bid, to offer online classes and annual training on diversity and inclusion. Skillsoft is available 24/7 and offers courses, books and audiobooks to help leaders and employees expand their knowledge including diversity and inclusion.

2. What percentage of your company's gross revenues (from your prior fiscal year) was paid to New York State certified minority and/or women-owned business enterprises as subcontractors, suppliers,

joint-ventures, partners or other similar arrangement for the provision of goods or services to your company's clients or customers? Zero percent.

3. What percentage of your company's overhead (i.e. those expenditures that are not directly related to the provision of goods or services to your company's clients or customers) or non-contract-related expenses (from your prior fiscal year) was paid to New York State certified minority – and women-owned business enterprises as suppliers/contractors? Zero percent.

4. Does your company provide technical training to minority- and women-owned business enterprises? **Yes** or **No** If yes, provide a description of such training which should include, but not be limited to, the date the program was initiated, the names and the number of minority- and women-owned business enterprises participating in such training, the number of years such training has been offered and the number of hours per year for which such training occurs.

On the success of being awarded this bid, the Bidder will instill a partnership with Integrated Staffing:

Integrated Staffing – 463 Maple Avenue, Saratoga Springs, NY 12866 – (1-518-583-7823) -
Dhianna Yezzi – Owner and President - Certified Minority, Disadvantaged Women Owned -
www.integratedstaffingcorp.com

Interblock has developed an extensive certification and training program which enables us to have our technicians fully informed about all aspects of the service work including but not limited to service repair, technical details, and organization of service work and specifics of gaming industry.

The training & certification program covers the following training segments:

- Regulatory Compliance Training
- Technical Compliance Training
- HR Training (Process, Communication, Customer Service)
- Business Application Training
- Detailed Technical Training on all Bidders Product
- Field Service Training & Shadowing

Upon completing the training & certification program the program participant will take part of the Final Certification Process.

After the completion of the lecture and the hands-on training on each of the segments of the training process the technician is given a test that determines the pass/fail for that specific segment. Once the technician has passed the segment test he is allowed to move on to the next segment.

Each segment of the training process comes equipped with a documentation drop that the technician always has available to him as a reference when he is performing field service in a gaming venue. The documentation is detailed with pictures of different hardware modules pinpointing possible areas of failure and the resolution steps. All documentation also resides in an online repository accessible to the

technicians so they can refer to all detailed wiring schematics, module sequences and initial setup procedures for each module.

Mainly the training in all areas focuses on the ability of the technician to correctly diagnose the issue using advanced technical tools developed by R&D to be able to resolve the issue with clear knowledge of what the issue is prior to actually performing the service procedure.

5. Is your company participating in a government approved minority- and women-owned business enterprises focused mentor protégé program? **Yes** or **No** If yes, identify the governmental mentoring program in which your company participates and provide evidence demonstrating the extent of your company's commitment to the governmental mentoring program.

If awarded the bid, the Bidder has identified some MBEs focused on mentor protégé programs it will attempt to support and participate. The programs we have identified have been selected for their mentoring offerings and diversity and inclusion consulting. The programs include:

- Bradford Construction Corporation, WBE, <http://www.bradfordconstruction.com/about/vision.html>
- CASNY, MBE, <http://casny.info/>

6. Does your company include specific quantitative goals for the utilization of minority- and women-owned business enterprises in its non-government procurements? **Yes** or **No** If yes, provide a description of such non-government procurements (including time period, goal, scope and dollar amount) and indicate the percentage of the goals that were attained.

If awarded the bid, the Bidder will deliver on one of the key pillars of the Bidder's diversity strategy, "Commitment to providing 30% minority-owned, women-owned, veteran-owned or other disability-owned suppliers bidding opportunities." Specifically, the elements of the Bidder's business will include:

- Logistics: Deluxe Delivery Systems Inc., MBE, <http://mydeluxedelivery.com/>
- Printer: My Main Printer, WBE, <http://mymainprinter.com/>
- Staffing: Integrated Staffing, WBE, <http://integratedstaffingcorp.com/>
- Staffing: Above and Beyond Talent Acquisition, MBE, www.AandBTalent.com

7. Does your company have a formal minority- and women-owned business enterprises supplier diversity program? **Yes** or **No** If yes, provide documentation of program activities and a copy of policy or program materials.

Yes, one of our pillars in our diversity mission is to commit to providing 30% minority-owned, women-owned, veteran-owned or disability-owned suppliers bidding opportunities.

NOTE: All information provided in connection with the questionnaire is subject to audit and any fraudulent statements are subject to criminal prosecution and debarment.

Signature of Owner/Official
Printed Name of Signatory
Title
Name of Business
Address
City, State, Zip



John Connelly
CEO
Interblock USA L.C.
1106 PALMS AIRPORT DRIVE
LAS VEGAS, NV 8911

Appendix L



SDVOB UTILIZATION PLAN

Initial Plan Revised plan Contract/Solicitation # _____

INSTRUCTIONS: This Utilization Plan must contain a detailed description of the supplies and/or services to be provided by each NYS Certified Service-Disabled Veteran-Owned Business (SDVOB) under the contract. By submission of this Plan, the Bidder/Contractor commits to making good faith efforts in the utilization of SDVOB subcontractors and suppliers as required by the SDVOB goals contained in the Solicitation/Contract. Making false representations or providing information that shows a lack of good faith as part of, or in conjunction with, the submission of a Utilization Plan is prohibited by law and may result in penalties including, but not limited to, termination of a contract for cause, loss of eligibility to submit future bids, and/or withholding of payments. Firms that do not perform commercially useful functions may not be counted toward SDVOB utilization. Attach additional sheets if necessary.

BIDDER/CONTRACTOR INFORMATION		SDVOB Goals In Contract
Bidder/Contractor Name: <i>Interblock USA L.C.</i>	NYS Vendor ID:	6%
Bidder/Contractor Address (Street, City, State and Zip Code): <i>1106 Palms Airport Dr. Las Vegas, NV 89119</i>		
Bidder/Contractor Telephone Number: <i>702-260-1384</i>	Contract Work Location/Region: <i>New York State</i>	
Contract Description/Title: <i>New York Lottery Video Lottery Games C202017</i>		

CONTRACTOR INFORMATION			
Prepared by (Signature): 	Name and Title of Preparer: <i>Global CEO</i>	Telephone Number: <i>702-234-3531</i>	Date: <i>3/8/2021</i>
Email Address: <i>john.connelly@interblockgaming.com</i>			

If unable to meet the SDVOB goals set forth in the solicitation/contract, bidder/contractor must submit a request for waiver on the SDVOB Waiver Form.

SDVOB Subcontractor/Supplier Name: <i>B.C. Trucking Services LLC</i>			
Please identify the person you contacted: <i>Craig and Butch</i>	Federal Identification No.:	Telephone No.:	
Address: <i>62 River Glen Road</i>	Email Address: <i>pascal56@fortinet.net</i>	<i>845-234-3234</i>	

Detailed description of work to be provided by subcontractor/supplier:
Temporary warehouse space and trucking services

Dollar Value of subcontracts/supplies/services (When \$ value cannot be estimated, provide the estimated % of contract work the SDVOB will perform): \$ _____ or 20 %

SDVOB Subcontractor/Supplier Name: <i>Above & Beyond Staffing</i>			
Please identify the person you contacted: <i>Keith Harper</i>	Federal Identification No.:	Telephone No.:	
Address: <i>48 Wall Street, 5th Floor, New York NY 10005</i>	Email Address: <i>keith@A&BTalent.com</i>	<i>646-779-5260</i>	

Detailed Description of work to be provided by subcontractor/supplier:
Recruiting and Staffing for VLT Support Service for Interblock through Aristocrat and Image Power

Dollar Value of subcontracts/supplies/services (When \$ value cannot be estimated, provide the estimated % of contract work the SDVOB will perform): \$ _____ or 40 %

NYS CERTIFIED SDVOB SUBCONTRACTOR/SUPPLIER INFORMATION: The directory of New York State Certified SDVOBs can be viewed at: <https://online.ogs.ny.gov/SDVOB/search>
Note: All listed Subcontractors/Suppliers will be contacted and verified by the Department of Labor.

FOR Department of Labor USE ONLY				
DOL Authorized Signature:	<input type="checkbox"/> Accepted	<input type="checkbox"/> Accepted as Noted	<input type="checkbox"/> Notice of Deficiency	
Name (Please Print):	SDVOB %/\$ _____	Date Received:	Date Processed:	
Comments:				

ADDITIONAL SHEET

Bidder/Contractor Name:	Contract/Solicitation # _____
-------------------------	-------------------------------

SDVOB Subcontractor/Supplier Name: <i>Integrated Staffing</i>		
Please identify the person you contacted: <i>Kara Diem</i>	Federal Identification No.:	Telephone No.: <i>518-583-7823</i>
Address: <i>463 Maple Avenue, Saratoga, NY 12866</i>	Email Address: <i>kdiem@integratedstaffingcorp.com</i>	
Detailed Description of work to be provided by subcontractor/supplier: <i>Recruiting and Staffing for VLT Support Services for Interblock through Aristocrat and Image Power</i>		
Dollar Value of subcontracts/supplies/services (When \$ value cannot be estimated, provide the estimated % of contract work the SDVOB will perform): \$ _____ or <u>40</u> %		

SDVOB Subcontractor/Supplier Name:		
Please identify the person you contacted:	Federal Identification No.:	Telephone No.:
Address:	Email Address:	
Detailed Description of work to be provided by subcontractor/supplier:		
Dollar Value of subcontracts/supplies/services (When \$ value cannot be estimated, provide the estimated % of contract work the SDVOB will perform): \$ _____ or _____ %		

SDVOB Subcontractor/Supplier Name:		
Please identify the person you contacted:	Federal Identification No.:	Telephone No.:
Address:	Email Address:	
Detailed Description of work to be provided by subcontractor/supplier:		
Dollar Value of subcontracts/supplies/services (When \$ value cannot be estimated, provide the estimated % of contract work the SDVOB will perform): \$ _____ or _____ %		

SDVOB Subcontractor/Supplier Name:		
Please identify the person you contacted:	Federal Identification No.:	Telephone No.:
Address:	Email Address:	
Detailed Description of work to be provided by subcontractor/supplier:		
Dollar Value of subcontracts/supplies/services (When \$ value cannot be estimated, provide the estimated % of contract work the SDVOB will perform): \$ _____ or _____ %		

SDVOB Subcontractor/Supplier Name:		
Please identify the person you contacted:	Federal Identification No.:	Telephone No.:
Address:	Email Address:	
Detailed Description of work to be provided by subcontractor/supplier:		
Dollar Value of subcontracts/supplies/services (When \$ value cannot be estimated, provide the estimated % of contract work the SDVOB will perform): \$ _____ or _____ %		

Appendix M

Appendix M: Bidder

Vendor Assurance of No Conflict of Interest or Detrimental Effect

The Firm offering to provide services pursuant to this [RFP/Contract], as a contractor, joint venture contractor, subcontractor, or consultant, attests that its performance of the services outlined in this [RFP/Contract] does not and will not create a conflict of interest with nor position the Firm to breach any other contract currently in force with the State of New York.

Furthermore, the Firm attests that it will not act in any manner that is detrimental to any State project on which the Firm is rendering services. Specifically, the Firm attests that:

1. The fulfillment of obligations by the Firm, as proposed in the response, does not violate any existing contracts or agreements between the Firm and the State;
2. The fulfillment of obligations by the Firm, as proposed in the response, does not and will not create any conflict of interest, or perception thereof, with any current role or responsibility that the Firm has with regard to any existing contracts or agreements between the Firm and the State;
3. The fulfillment of obligations by the Firm, as proposed in the response, does not and will not compromise the Firm's ability to carry out its obligations under any existing contracts between the Firm and the State;
4. The fulfillment of any other contractual obligations that the Firm has with the State will not affect or influence its ability to perform under any contract with the State resulting from this RFP;
5. During the negotiation and execution of any contract resulting from this RFP, the Firm will not knowingly take any action or make any decision which creates a potential for conflict of interest or might cause a detrimental impact to the State as a whole including, but not limited to, any action or decision to divert resources from one State project to another;
6. In fulfilling obligations under each of its State contracts, including any contract which results from this RFP, the Firm will act in accordance with the terms of each of its State contracts and will not knowingly take any action or make any decision which might cause a detrimental impact to the State as a whole including, but not limited to, any action or decision to divert resources from one State project to another;
7. No former officer or employee of the State who is now employed by the Firm, nor any former officer or employee of the Firm who is now employed by the State, has played a role with regard to the administration of this contract procurement in a manner that may violate section 73(8)(a) of the State Ethics Law; and
8. The Firm has not and shall not offer to any employee, member or director of the State any gift, whether in the form of money, service, loan, travel, entertainment,

hospitality, thing or promise, or in any other form, under circumstances in which it could reasonably be inferred that the gift was intended to influence said employee, member or director, or could reasonably be expected to influence said employee, member or director, in the performance of the official duty of said employee, member or director or was intended as a reward for any official action on the part of said employee, member or director.

Firms responding to this [RFP/Contract] should note that the State recognizes that conflicts may occur in the future because a Firm may have existing or new relationships. The State will review the nature of any such new relationship and reserves the right to terminate the contract for cause if, in its judgment, a real or potential conflict of interest cannot be cured.

Name, Title: John Connelly, Global CEO

Signature:

A handwritten signature in blue ink, appearing to read 'John Connelly', with a long horizontal flourish extending to the right.

Date: March 10, 2021

This form must be signed by an authorized executive or legal representative.

Appendix M: Subcontractors (8)

Vendor Assurance of No Conflict of Interest or Detrimental Effect

The Firm offering to provide services pursuant to this [RFP/Contract], as a contractor, joint venture contractor, subcontractor, or consultant, attests that its performance of the services outlined in this [RFP/Contract] does not and will not create a conflict of interest with nor position the Firm to breach any other contract currently in force with the State of New York.

Furthermore, the Firm attests that it will not act in any manner that is detrimental to any State project on which the Firm is rendering services. Specifically, the Firm attests that:

1. The fulfillment of obligations by the Firm, as proposed in the response, does not violate any existing contracts or agreements between the Firm and the State;
2. The fulfillment of obligations by the Firm, as proposed in the response, does not and will not create any conflict of interest, or perception thereof, with any current role or responsibility that the Firm has with regard to any existing contracts or agreements between the Firm and the State;
3. The fulfillment of obligations by the Firm, as proposed in the response, does not and will not compromise the Firm's ability to carry out its obligations under any existing contracts between the Firm and the State;
4. The fulfillment of any other contractual obligations that the Firm has with the State will not affect or influence its ability to perform under any contract with the State resulting from this RFP;
5. During the negotiation and execution of any contract resulting from this RFP, the Firm will not knowingly take any action or make any decision which creates a potential for conflict of interest or might cause a detrimental impact to the State as a whole including, but not limited to, any action or decision to divert resources from one State project to another;
6. In fulfilling obligations under each of its State contracts, including any contract which results from this RFP, the Firm will act in accordance with the terms of each of its State contracts and will not knowingly take any action or make any decision which might cause a detrimental impact to the State as a whole including, but not limited to, any action or decision to divert resources from one State project to another;
7. No former officer or employee of the State who is now employed by the Firm, nor any former officer or employee of the Firm who is now employed by the State, has played a role with regard to the administration of this contract procurement in a manner that may violate section 73(8)(a) of the State Ethics Law; and
8. The Firm has not and shall not offer to any employee, member or director of the State any gift, whether in the form of money, service, loan, travel, entertainment,

hospitality, thing or promise, or in any other form, under circumstances in which it could reasonably be inferred that the gift was intended to influence said employee, member or director, or could reasonably be expected to influence said employee, member or director, in the performance of the official duty of said employee, member or director or was intended as a reward for any official action on the part of said employee, member or director.

Firms responding to this [RFP/Contract] should note that the State recognizes that conflicts may occur in the future because a Firm may have existing or new relationships. The State will review the nature of any such new relationship and reserves the right to terminate the contract for cause if, in its judgment, a real or potential conflict of interest cannot be cured.

Name, Title:

JURIS KORENC C.E.O.

Signature:



Date:

12.03.2021

This form must be signed by an authorized executive or legal representative.

Vendor Assurance of No Conflict of Interest or Detrimental Effect

The Firm offering to provide services pursuant to this [RFP/Contract], as a contractor, joint venture contractor, subcontractor, or consultant, attests that its performance of the services outlined in this [RFP/Contract] does not and will not create a conflict of interest with nor position the Firm to breach any other contract currently in force with the State of New York.

Furthermore, the Firm attests that it will not act in any manner that is detrimental to any State project on which the Firm is rendering services. Specifically, the Firm attests that:

1. The fulfillment of obligations by the Firm, as proposed in the response, does not violate any existing contracts or agreements between the Firm and the State;
2. The fulfillment of obligations by the Firm, as proposed in the response, does not and will not create any conflict of interest, or perception thereof, with any current role or responsibility that the Firm has with regard to any existing contracts or agreements between the Firm and the State;
3. The fulfillment of obligations by the Firm, as proposed in the response, does not and will not compromise the Firm's ability to carry out its obligations under any existing contracts between the Firm and the State;
4. The fulfillment of any other contractual obligations that the Firm has with the State will not affect or influence its ability to perform under any contract with the State resulting from this RFP;
5. During the negotiation and execution of any contract resulting from this RFP, the Firm will not knowingly take any action or make any decision which creates a potential for conflict of interest or might cause a detrimental impact to the State as a whole including, but not limited to, any action or decision to divert resources from one State project to another;
6. In fulfilling obligations under each of its State contracts, including any contract which results from this RFP, the Firm will act in accordance with the terms of each of its State contracts and will not knowingly take any action or make any decision which might cause a detrimental impact to the State as a whole including, but not limited to, any action or decision to divert resources from one State project to another;
7. No former officer or employee of the State who is now employed by the Firm, nor any former officer or employee of the Firm who is now employed by the State, has played a role with regard to the administration of this contract procurement in a manner that may violate section 73(8)(a) of the State Ethics Law; and
8. The Firm has not and shall not offer to any employee, member or director of the State any gift, whether in the form of money, service, loan, travel, entertainment,

hospitality, thing or promise, or in any other form, under circumstances in which it could reasonably be inferred that the gift was intended to influence said employee, member or director, or could reasonably be expected to influence said employee, member or director, in the performance of the official duty of said employee, member or director or was intended as a reward for any official action on the part of said employee, member or director.

Firms responding to this [RFP/Contract] should note that the State recognizes that conflicts may occur in the future because a Firm may have existing or new relationships. The State will review the nature of any such new relationship and reserves the right to terminate the contract for cause if, in its judgment, a real or potential conflict of interest cannot be cured.

Name, Title: *Scott Molina*
President of Molina Gaming Consulting

Signature:  Date: *3/13/21*

This form must be signed by an authorized executive or legal representative.

Vendor Assurance of No Conflict of Interest or Detrimental Effect

The Firm offering to provide services pursuant to this [RFP/Contract], as a contractor, joint venture contractor, subcontractor, or consultant, attests that its performance of the services outlined in this [RFP/Contract] does not and will not create a conflict of interest with nor position the Firm to breach any other contract currently in force with the State of New York.

Furthermore, the Firm attests that it will not act in any manner that is detrimental to any State project on which the Firm is rendering services. Specifically, the Firm attests that:

1. The fulfillment of obligations by the Firm, as proposed in the response, does not violate any existing contracts or agreements between the Firm and the State;
2. The fulfillment of obligations by the Firm, as proposed in the response, does not and will not create any conflict of interest, or perception thereof, with any current role or responsibility that the Firm has with regard to any existing contracts or agreements between the Firm and the State;
3. The fulfillment of obligations by the Firm, as proposed in the response, does not and will not compromise the Firm's ability to carry out its obligations under any existing contracts between the Firm and the State;
4. The fulfillment of any other contractual obligations that the Firm has with the State will not affect or influence its ability to perform under any contract with the State resulting from this RFP;
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hospitality, thing or promise, or in any other form, under circumstances in which it could reasonably be inferred that the gift was intended to influence said employee, member or director, or could reasonably be expected to influence said employee, member or director, in the performance of the official duty of said employee, member or director or was intended as a reward for any official action on the part of said employee, member or director.

Firms responding to this [RFP/Contract] should note that the State recognizes that conflicts may occur in the future because a Firm may have existing or new relationships. The State will review the nature of any such new relationship and reserves the right to terminate the contract for cause if, in its judgment, a real or potential conflict of interest cannot be cured.

Name, Title: *Hector Fernandez, President, Americas*

Signature:

A handwritten signature in blue ink, consisting of a series of loops and a long horizontal stroke.

Date: *March 11, 2021*

This form must be signed by an authorized executive or legal representative.

Vendor Assurance of No Conflict of Interest or Detrimental Effect

The Firm offering to provide services pursuant to this [RFP/Contract], as a contractor, joint venture contractor, subcontractor, or consultant, attests that its performance of the services outlined in this [RFP/Contract] does not and will not create a conflict of interest with nor position the Firm to breach any other contract currently in force with the State of New York.

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hospitality, thing or promise, or in any other form, under circumstances in which it could reasonably be inferred that the gift was intended to influence said employee, member or director, or could reasonably be expected to influence said employee, member or director, in the performance of the official duty of said employee, member or director or was intended as a reward for any official action on the part of said employee, member or director.

Firms responding to this [RFP/Contract] should note that the State recognizes that conflicts may occur in the future because a Firm may have existing or new relationships. The State will review the nature of any such new relationship and reserves the right to terminate the contract for cause if, in its judgment, a real or potential conflict of interest cannot be cured.

Name, Title: *ANTHONY TOMASELLO / CEO / OWNER*

Signature: *A Tomaseillo*

Date: *3/15/21*

This form must be signed by an authorized executive or legal representative.

Vendor Assurance of No Conflict of Interest or Detrimental Effect

The Firm offering to provide services pursuant to this [RFP/Contract], as a contractor, joint venture contractor, subcontractor, or consultant, attests that its performance of the services outlined in this [RFP/Contract] does not and will not create a conflict of interest with nor position the Firm to breach any other contract currently in force with the State of New York.

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Firms responding to this [RFP/Contract] should note that the State recognizes that conflicts may occur in the future because a Firm may have existing or new relationships. The State will review the nature of any such new relationship and reserves the right to terminate the contract for cause if, in its judgment, a real or potential conflict of interest cannot be cured.

Name, Title:

Carroll H. Hynson, Jr., President

Signature:

Carroll Hynson, Jr.

Date:

03/15/2021

This form must be signed by an authorized executive or legal representative.

Vendor Assurance of No Conflict of Interest or Detrimental Effect

The Firm offering to provide services pursuant to this [RFP/Contract], as a contractor, joint venture contractor, subcontractor, or consultant, attests that its performance of the services outlined in this [RFP/Contract] does not and will not create a conflict of interest with nor position the Firm to breach any other contract currently in force with the State of New York.

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Firms responding to this [RFP/Contract] should note that the State recognizes that conflicts may occur in the future because a Firm may have existing or new relationships. The State will review the nature of any such new relationship and reserves the right to terminate the contract for cause if, in its judgment, a real or potential conflict of interest cannot be cured.

Name, Title: STEVE COOPER, GENERAL MANAGER

Signature: 

Date: MAR. 15/21

This form must be signed by an authorized executive or legal representative.

Vendor Assurance of No Conflict of Interest or Detrimental Effect

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Firms responding to this [RFP/Contract] should note that the State recognizes that conflicts may occur in the future because a Firm may have existing or new relationships. The State will review the nature of any such new relationship and reserves the right to terminate the contract for cause if, in its judgment, a real or potential conflict of interest cannot be cured.

Name, Title:

DIANNA YEZZI, PRESIDENT

Signature:



Date:

3/15/2021

This form must be signed by an authorized executive or legal representative.

Vendor Assurance of No Conflict of Interest or Detrimental Effect

The Firm offering to provide services pursuant to this [RFP/Contract], as a contractor, joint venture contractor, subcontractor, or consultant, attests that its performance of the services outlined in this [RFP/Contract] does not and will not create a conflict of interest with nor position the Firm to breach any other contract currently in force with the State of New York.

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4. The fulfillment of any other contractual obligations that the Firm has with the State will not affect or influence its ability to perform under any contract with the State resulting from this RFP;
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Firms responding to this [RFP/Contract] should note that the State recognizes that conflicts may occur in the future because a Firm may have existing or new relationships. The State will review the nature of any such new relationship and reserves the right to terminate the contract for cause if, in its judgment, a real or potential conflict of interest cannot be cured.

Name, Title: Keith Harper, CEO

Signature: *Keith Harper*

Date: March 15, 2021

This form must be signed by an authorized executive or legal representative.


Appendix N

Statement on sexual harassment

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that the bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of section two hundred one-g of the labor law.

Contractor certifies that this statement provided to the Agency with respect to State Finance Law §139 (l) is complete, true and accurate.

John Connelly
Authorized Signatory


Signature

Global CEO
Title

Interblock USA L.C.
Company Name

Appendix O

Anti-Discrimination EO 177 Certification

The New York State Human Rights Law, Article 15 of the Executive Law, prohibits discrimination and harassment based on age, race, creed, color, national origin, sex, pregnancy or pregnancy-related conditions, sexual orientation, gender identity, disability, marital status, familial status, domestic violence victim status, prior arrest or conviction record, military status or predisposing genetic characteristics.

The Human Rights Law may also require reasonable accommodation for persons with disabilities and pregnancy-related conditions. A reasonable accommodation is an adjustment to a job or work environment that enables a person with a disability to perform the essential functions of a job in a reasonable manner. The Human Rights Law may also require reasonable accommodation in employment on the basis of Sabbath observance or religious practices.

Generally, the Human Rights Law applies to:

- all employers of four or more people, employment agencies, labor organizations and apprenticeship training programs in all instances of discrimination or harassment;
- employers with fewer than four employees in all cases involving sexual harassment; and,
- any employer of domestic workers in cases involving sexual harassment or harassment based on gender, race, religion or national origin.

In accordance with Executive Order No. 177, the Bidder hereby certifies that it does not have institutional policies or practices that fail to address the harassment and discrimination of individuals on the basis of their age, race, creed, color, national origin, sex, sexual orientation, gender identity, disability, marital status, military status, or other protected status under the Human Rights Law. 3

Executive Order No. 177 and this certification do not affect institutional policies or practices that are protected by existing law, including but not limited to the First Amendment of the United States Constitution, Article 1, Section 3 of the New York State Constitution, and Section 296(11) of the New York State Human Rights Law.

Contractor:

By:  _____

Name: John Connelly

Title: Global CEO

Date: March 9, 2021

Appendix Q:
Q and A

Appendix Q
BOND REQUIREMENTS

As amended March 8, 2021

BOND REQUIREMENTS

PROPOSAL VALIDITY AND PROPOSAL BOND

Proposals must remain valid for a period of eighteen (18) months.

Lot 1 Only

Each Vendor must submit a Proposal Bond with its Proposal. The Proposal Bond must be acceptable to the New York State Gaming Commission (the "Commission") in form and substance, and issued by a qualified issuer as described below, in the amount of one hundred thousand dollars (\$100,000). This Proposal Bond will guarantee the availability of the goods and services at the price(s) quoted in the Proposal for a period of eighteen (18) months after submission of the Proposal. In lieu of the Proposal Bond, the Commission will accept a certified check from the Vendor in this amount. The check or Proposal Bond shall be made payable to the New York State Gaming Commission.

The check or Proposal Bond will be returned to an unsuccessful Vendor upon the award of the Contract. The check or Proposal Bond of the Vendor awarded the Contract (the "Successful Vendor") will be retained by the Commission until the Contract is signed and approved, and until the Commission is furnished with an acceptable Performance Bond. The check or Proposal Bond will be forfeited to the Commission if the Successful Vendor fails to timely submit the Performance Bond or other security, as required, or fails to sign the Contract when required to do so by the Commission.

Bonds shall be issued by a reliable surety company with a record of successful continuous operation and licensed to do business in the State of New York.

LITIGATION BOND

Lot 1

Each Vendor must submit with the Proposal a Litigation Bond in the amount of one million dollars (\$1,000,000). A claim upon the Bond may be made by the Commission if the Vendor sues the New York Gaming Commission, the State of New York, or any of their officers, employees, representatives, other contractors, or sales agents with regard to any matter relating to this RFP; determination of responsiveness of Commission or the award of a contract pursuant to this RFP; and the Commission or other defendant is the prevailing party in such suit.

The purpose of the Bond is to permit the Commission or other defendants to recover damages, including the cost of appeal relative to the additional cost in compensation to the current vendor during implementation or conversion delay, and including reasonable attorneys' fees, expenses and court costs resulting from such litigation. The Litigation Bond shall remain in effect for a period of two (2) years from the date of submission of the Proposal.

Lot 2 and Lot 3

Each Vendor must submit with the Proposal a Litigation Bond in the amount of two-hundred fifty thousand (\$250,000). A claim upon the Bond may be made by the Commission if the Vendor sues

the New York Gaming Commission, the State of New York, or any of their officers, employees, representatives, other contractors, or sales agents with regard to any matter relating to this RFP, determination of responsiveness of Commission or the award of a contract pursuant to this RFP; and the Commission or other defendant is the prevailing party in such suit.

The purpose of the Bond is to permit the Commission or other defendants to recover damages, including the cost of appeal relative to the additional cost in compensation to the current vendor during implementation or conversion delay, and including reasonable attorneys' fees, expenses and court costs resulting from such litigation. The Litigation Bond shall remain in effect for a period of two (2) years from the date of submission of the Proposal.

Bidders submitted proposals for multiple Lots may submit one Bond in the amount for the Lot requiring the highest bonding

PERFORMANCE BOND

Lot 1

Upon notification of the Contract award, the Successful Vendor will be required to obtain a Performance Bond or other acceptable form of security in the amount of twenty-five million dollars (\$25,000,000). The Performance Bond shall be maintained throughout the term of any resulting Contract or any extension thereof. The Performance Bond may be paid in full or in part to the Commission if the Successful Vendor defaults in the performance of the Contract or has occasioned uncompensated liquidated damages.

The Performance Bond may be assessed liquidated damages if these damages have not been received by the Commission within thirty (30) calendar days of written notice to the Successful Vendor that they have been incurred.

Other forms of security may be acceptable but are subject to the Commission's discretion. Failure to post a replacement security within seven (7) days after notice that the proposed security is inadequate shall be grounds for immediate termination of the Contract.

Along with its Proposal, each Vendor must include a letter from a qualified surety company or agent acting on behalf of such surety stating that the Vendor will be able to secure a Performance Bond in the amount required by the RFP, should the Vendor be the Successful Vendor.

Lot 2 and Lot 3

Upon notification of the Contract award, the Successful Vendor will be required to obtain a Performance Bond or other acceptable form of security in the amount of one million dollars (\$1,000,000). The Performance Bond shall be maintained throughout the term of any resulting Contract or any extension thereof. The Performance Bond may be paid in full or in part to the Commission if the Successful Vendor defaults in the performance of the Contract or has occasioned uncompensated liquidated damages.

The Performance Bond may be assessed liquidated damages if these damages have not been received by the Commission within thirty (30) calendar days of written notice to the Successful Vendor that they have been incurred.

Other forms of security may be acceptable but are subject to the Commission's discretion. Failure to post a replacement security within seven (7) days after notice that the proposed security is

inadequate shall be grounds for immediate termination of the Contract.

Along with its Proposal, each Vendor must include a letter from a qualified surety company or agent acting on behalf of such surety stating that the Vendor will be able to secure a Performance Bond in the amount required by the RFP, should the Vendor be the Successful Vendor.

Appendix Q

LITIGATION BOND

KNOW ALL BY THESE PRESENTS: That we, Interblock USA L.C., as Principal (hereinafter referred to as "Principal") and the RLI Insurance Company, as Surety (hereinafter referred to as "Surety") are held and firmly bound jointly and severally unto the New York State Gaming Commission, as Obligee (hereinafter referred to as "Obligee") in the sum of Two Hundred Fifty Thousand and 00/100 Dollars (\$250,000.00) to which payment will and truly to be made, we hereby bind ourselves, our successors, and assigns, firmly by these presents.

WHEREAS, the New York State Gaming Commission issued a Request for Proposal (hereinafter referred to as "RFP") dated February 5, 2021 for New York Lottery - Video Lottery Games C202017 and in response to the RFP the Principal has submitted a proposal to the Obligee.

WHEREAS, the RFP requires the Principal to submit with its proposal a litigation bond in the amount of Two Hundred Fifty Thousand and 00/100 Dollars (\$250,000.00).

NOW, THEREFORE, the condition of this obligation is such that in the event that: (i) Principal brings any legal action against the Obligee, the State of New York, or any of their officers, employees, representatives, other contractors, or sales agents related to the award of the contract pursuant to the RFP; and (ii) the Obligee is the prevailing party at the conclusion of the litigation, then the Obligee shall have reason to file claim against this bond to recover damages due to such suit brought by the Principal.

This obligation shall remain in full force and effect for two (2) years from the bid submission date; however, the Principal may request and the Obligee may grant (but shall not be required to grant) a release of the bond after six (6) months from the bid submission date in return for a release and covenant not to sue in a form acceptable to the Obligee.

In no event shall the liability of the Surety exceed the penal sum stated herein.

IN WITNESS WHEREOF, the above parties have executed this instrument under their seals this 15th day of March, 2021.

WITNESS:

[Handwritten signature]

Interblock USA L.C.

[Handwritten signature]

BY: John Connelly, CEO

WITNESS

[Handwritten signature]

Donna Garcia



RLI Insurance Company

[Handwritten signature]

BY: KD Wapato, Attorney in Fact

**NEVADA NOTARY ACKNOWLEDGEMENT
(INDIVIDUAL)**

State of Nevada }

County of Clark }

This instrument was acknowledged before me on 3/15/2021 [date] by _____
John Connelly [name(s) of person(s)].

(Seal)



Nicole Forte

Signature of notarial officer

Notary Public

Title (and Rank)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

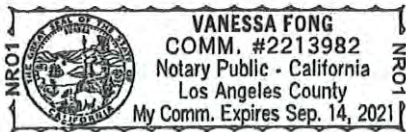
State of California

County of Los Angeles

On MAR 15 2021 before me, Vanessa Fong, Notary Public, personally appeared KD Wapato who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/ her/ their authorized capacity(ies), and that by his/ her/ their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature *Vanessa Fong*
Vanessa Fong Signature of Notary Public

POWER OF ATTORNEY

RLI Insurance Company Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company and/or Contractors Bonding and Insurance Company**, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:

Tracy Aston, Ashraf Elmasry, Simone Gerhard, KD Wapato, Edward C. Spector, B. Aleman, Lisa Crail, Marina Tapia, April Martinez, Rosa E. Rivas, Donna Garcia, Samantha Fazzini, jointly or severally

in the City of Los Angeles, State of California its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed Twenty Five Million Dollars (\$25,000,000.00) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

RLI Insurance Company and/or Contractors Bonding and Insurance Company, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company and/or Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 6th day of January, 2021.



**RLI Insurance Company
Contractors Bonding and Insurance Company**

By: Barton W. Davis
Barton W. Davis Vice President

State of Illinois }
County of Peoria } SS

CERTIFICATE

On this 6th day of January, 2021, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company and/or Contractors Bonding and Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

I, the undersigned officer of **RLI Insurance Company and/or Contractors Bonding and Insurance Company**, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company and/or Contractors Bonding and Insurance Company** this 6th day of MAR 15 2021.

By: Catherine D. Glover
Catherine D. Glover



**RLI Insurance Company
Contractors Bonding and Insurance Company**
By: Jeffrey D. Fick
Jeffrey D. Fick Corporate Secretary





 RLI Surety
A division of RLI Insurance Company

9025 N. Lindbergh Dr. | Peoria, IL 61615
P: 309-692-1000 | www.rlicorp.com

March 15, 2021

New York State Gaming Commission
One Broadway Center
Schenectady, New York 12301-7500

Re: New York Lottery – Video Lottery Games (C202017)
Bid Date: March 19, 2021

This letter is to advise that if Interblock USA L.C. is the successful bidder to the above captioned project, then we, RLI Insurance Company, are prepared to write the required Performance Bond on an annually renewable basis.

However, the issuance of any Performance Bond will depend on the underwriting conditions which exist at the time the bond is requested and the acceptability of the contract terms and conditions.

Sincerely,



KD Wapato, Attorney-in-Fact
RLI Insurance Company



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

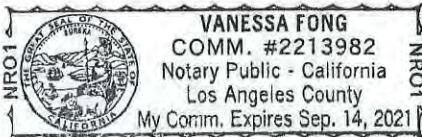
State of California

County of Los Angeles

On MAR 15 2021 before me, Vanessa Fong, Notary Public, personally appeared KD Wapato who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/ her/ their authorized capacity(ies), and that by his/ her/ their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature 
Vanessa Fong Signature of Notary Public

POWER OF ATTORNEY

RLI Insurance Company Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

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Tracy Aston, Ashraf Elmasry, Simone Gerhard, KD Wapato, Edward C. Spector, B. Aleman, Lisa Crail, Marina Tapia, April Martinez,
Rosa E. Rivas, Donna Garcia, Samantha Fazzini, jointly or severally

in the City of Los Angeles, State of California its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed Twenty Five Million Dollars (\$25,000,000.00) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

RLI Insurance Company and/or **Contractors Bonding and Insurance Company**, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 6th day of January, 2021.



RLI Insurance Company
Contractors Bonding and Insurance Company

By: B. A. W. Davis
Barton W. Davis Vice President

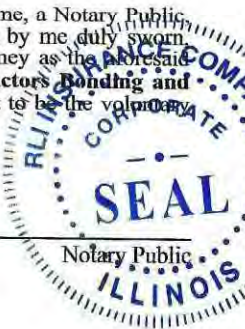
State of Illinois }
County of Peoria } SS

CERTIFICATE

On this 6th day of January, 2021, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

I, the undersigned officer of **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** this MAR 15 2021 day of MAR 15 2021.

By: Catherine D. Glover
Catherine D. Glover



RLI Insurance Company
Contractors Bonding and Insurance Company

By: Jeffrey D. Fick
Jeffrey D. Fick Corporate Secretary



Attachments

Attachment 1: Bidder Acknowledgment of Addendum



RFP: C202017 – New York Lottery Video Lottery Games

BIDDER ACKNOWLEDGEMENT OF ADDENDUM

Amendment Number: One

Date Issued: February 23, 2021

Summary:

The Commission hereby amends the Schedule of Events as follows (changes made in red):

Schedule of Events

The following dates are established for informational and planning purposes. The New York State Gaming Commission reserves the right to adjust this schedule, in its sole discretion.

RFP Issued	February 5, 2021
Bidders' First Questions Due	February 17, 2021, by 3:00 p.m.
Commission Responses to First Questions	February 23, 2021
Bidders' Second Questions Due	February 24, 2021, by 3:00 p.m.
Commission Responses to Second Questions	March 1, 2021
Bidders' Third Questions Due	March 3, 2021, by 3:00 p.m.
Commission Responses to Third Questions	March 8, 2021
Primary Bidders' Proposals Due	March 19, 2021, by 3:00 p.m.
Contract Start Date	July 1, 2021

Questions and answers are attached.

By signing below, the bidder attests to receiving and responding to the amendment number indicated above.

FIRM NAME: Interblock USA L.C.

REPRESENTATIVE SIGNATURE:


 John Connelly, Global CEO

Attachment 1



RFP: C202017 – New York Lottery Video Lottery Games

BIDDER ACKNOWLEDGEMENT OF ADDENDUM

Amendment Number: Two


Date Issued: March 1, 2021

Summary:

Questions and answers are attached.

By signing below, the bidder attests to receiving and responding to the amendment number indicated above.

FIRM NAME: Interblock USA L.C.

REPRESENTATIVE SIGNATURE: 
John Connelly, Global CEO

Attachment 1



RFP: C202017 – New York Lottery Video Lottery Games

BIDDER ACKNOWLEDGEMENT OF ADDENDUM

Amendment Number: Three

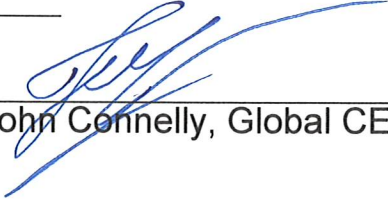
Date Issued: March 8, 2021

Summary:

Questions and answers are attached.

By signing below, the bidder attests to receiving and responding to the amendment number indicated above.

FIRM NAME: Interblock USA L.C.

REPRESENTATIVE SIGNATURE: 
John Connelly, Global CEO

Attachment 3: Document Submittal Checklist



Gaming Commission

One Broadway Center, Schenectady, NY 12305
www.gaming.ny.gov

RFP – C202017 New York Lottery Video Lottery Games

DOCUMENT SUBMITTAL CHECKLIST

Submissions Required with Proposal:

Description of Document	RFP	Submittal Requirements	Checklist
Transmittal Letter	§4.2 §4.3	With Proposal	✓
Bidder Acknowledgement of Addendum (Attachment 1)	§1.12	With Proposal, if applicable	✓
Document Submittal Checklist (Attachment 3)	§4.2 §4.3	With Proposal	✓
Contract Form (Appendix B) (incorporates Appendix A)	§2.2	Must be signed—With Proposal	✓
Bidder/Offerer Disclosure/Certification Form (Appendix C)	§1.11	With Proposal	✓
Non-Collusive Bidding Certification (Appendix D)	§1.1	With Proposal	✓
NYS Vendor Responsibility Questionnaire (Appendix E)	§1.14	With Proposal, unless filed online	✓
Encouraging Use of New York State Businesses in Contract Performance (Appendix I)	§2.22	With Proposal	✓
Work Force Employment Staffing Plan (Appendix J-2)	§2.18	With Proposal	✓
MWBE Utilization Plan Form (Appendix J-4) <ul style="list-style-type: none"> Proposed Plan 	§2.18	Proposed plan, including estimated percentage—With Proposal	✓
Diversity Practices Questionnaire (Appendix K)	§4.2 §4.3	With Proposal	✓
Participation Opportunities for New York State Service-Disabled Veteran Owned Businesses (Appendix L)	§2.19	With Proposal	✓
Vendor Assurance of No Conflict of Interest or Detrimental Effect (Appendix M)	§1.20	With Proposal	✓
Statement on Sexual Harassment (Appendix N)	§1.23	With Proposal	✓


Anti-Discrimination EO 177 Certification (Appendix O)	§1.24	With Proposal	✓
Insurer Qualifications and Insurance Requirements (Appendix P) <ul style="list-style-type: none"> Compliance Statement 	§2.15	Include a statement of compliance with the insurer qualifications and insurance requirement—With Proposal	
Bond Requirements (Appendix Q)	§2.16	With Proposal and upon award (See Appendix Q)	✓
Video Lottery Gaming Application For Agent/Vendor (Appendix S)	§4.2 §4.3	With Proposal	N/A
Designation of Proprietary Information (FOIL)	§1.15	With Proposal	✓
Disclosure of Litigation	§1.19	With Proposal	✓
References	§4.2 §4.3	With Proposal	✓
Technical & Pricing Proposals	§4.2 §4.3	Submit Technical and Pricing Proposals Separately as Defined in RFP	✓

Submissions Required Subsequent to Award:

Description of Document	RFP	Submittal Requirements	Checklist
Substitute Form W-9 (Appendix F)	§2.2	Upon notification of award	
Electronic Payment (ePayment) Request (Appendix G)	§2.13	Upon notification of award	
ST-220 Contractor Certification forms (Appendix H) <ul style="list-style-type: none"> ST220-TD (submit to DTF) ST220-CA (submit to Commission) 	§2.14	Within seven calendar days of notification of award	
EEO and MWBE Program Equal Employment Opportunity Policy Statement (Appendix J)	§2.18	Within 72 hours of notice of award	
Workforce Employment Periodic Report (Appendix J-3)	§2.18	Quarterly	
MWBE Utilization Plan Form (Appendix J-4)	§2.18	Within 14 days after notification of award	
MWBE Quarterly Subcontracting/Supplier Activity Report (Appendix J-5)	§2.18	Within 10 days following the end of the previous quarter	
Insurer Qualifications and Insurance Requirements (Appendix P)	§2.15	Upon notification of award provide insurance certificates	

FIRM NAME: Interblock USA L.C.

REPRESENTATIVE SIGNATURE:


John Connelly, Global CEO

VOLUME 1

Addenda

VOLUME 1
ADDENDUM

1.1 Designation of Proprietary Information

Materials Subject to Exemption

Identification and Location	Reason for Exemption
<p><u>Location and Page Number(s)</u> Volume 1, Addendum 1.6 – Interblock Group 2019 Annual Report</p> <p><u>Identification</u> All Financial Statements of the Bidder and the Bidder’s parent company, Interblock d.d. (“IBDD”) submitted with the Proposal.</p>	<p>The Bidder and IBDD are privately held commercial business entities that routinely protect their confidential financial information from public disclosure. If provided with access to such confidential financial information, competitors of the Bidder and IBDD could ascertain certain trade secrets, including strengths and weaknesses of the entities’ business operations, which would provide those competitors with confidential data that could be used to cause substantial injury to their collective competitive position. Consequently, such financial information is a confidential trade secret and should be exempt from disclosure.</p>
<p><u>Location and Page Number(s)</u> Volume 1, Section 5 – Minimum Qualifications (RFP Section 1.5)</p> <p>Pages 1.15 – 1.19</p> <p><u>Identification</u> Entire section.</p>	<p>The information that is set forth in Volume 1, Section 5 includes confidential information concerning the historical performance of the Bidder’s products, IBDD’s manufacturing capabilities, and other information specific to the Bidder’s unique qualifications. The disclosure of such trade secret information would allow competitors to adjust their marketing plans and development timelines in order to be more competitive with the Bidder in all markets, including New York State. Disclosure of such specifically designated confidential trade secret information could therefore cause substantial injury to the Bidder’s competitive position.</p>
<p><u>Location and Page Number(s)</u> Volume 1, Section 23 – Certification of Compliance with State Finance Law 139 (RFP Section 1.23)</p> <p>Pages 1.60 – 1.68</p> <p><u>Identification</u> The Bidder’s Anti-Discrimination, Anti-Harassment Policy and Retaliation Policy</p>	<p>The Bidder’s Anti-Discrimination, Anti-Harassment and Retaliation Policy is an internal, confidential document, which constitutes a trade secret information. The disclosure of such internal policies would provide its competitors with confidential information concerning the Bidder’s employment practices, which could cause substantial injury to the Bidder’s competitive position.</p>
<p><u>Location and Page Number(s)</u> Volume 1, Section 25 - Change in Financial Position (RFP Section 1.25)</p> <p>Pages 1.72 – 1.76</p> <p><u>Identification</u> Entire section.</p>	<p>This information describes certain confidential details of a pending ownership change of IBDD which will significantly enhance IBDD’s (and, therefore, the Bidder’s) financial position. The identification of the buyer, the details of the pending transaction, and the estimating timing of the pending transaction have not been publicly disclosed. Disclosure of such information will allow competitors of IBDD and the Bidder to anticipate the impact of such ownership change and the resulting enhancement of the collective entities’ financial position, thereby allowing such competitors the opportunity to proactively adjust their competitive strategies accordingly. The disclosure of such confidential information, therefore, could cause substantial injury to the Bidder’s and IBDD’s collective competitive position.</p>

Identification and Location	Reason for Exemption
<p><u>Location and Page Number(s)</u> Volume 1, Section 26 - Change in Ownership (RFP Section 1.26)</p> <p>Pages 1.78 – 1.80</p> <p><u>Identification</u> Entire section.</p>	<p>This information describes certain confidential details of a pending ownership change of IBDD. The identification of the buyer, the details of the pending transaction, and the estimated timing of the pending transaction have not been publicly disclosed. Disclosure of such information will allow competitors of IBDD and the Bidder to anticipate the impact of such ownership change and the resulting enhancement of the collective entities' financial position, thereby allowing such competitors the opportunity to proactively adjust their competitive strategies accordingly. The disclosure of such confidential information, therefore, could cause substantial injury to the Bidder's and IBDD's collective competitive position.</p>
<p><u>Location and Page Number(s)</u> Volume 1, Section 57 – Licensed Intellectual Property (RFP Section 2.28)</p> <p>Pages 1.165 – 1.166</p> <p><u>Identification</u> Entire section.</p>	<p>Competitors in the VLT market vigorously protect and defend their intellectual property rights, including third-party intellectual property that such parties obtain the right to use. The Bidder is no different. The identification and details of the Bidder's confidential third-party intellectual property agreements, and the examples of the integration of such third-party intellectual property into the Bidder's products set forth in the Bidder's Proposal, are confidential trade secrets and are subject to exemption from disclosure since competitors of the Bidder could use such information to replicate the Bidder's strategy to provide current and high-end content to its customers, thereby potentially causing substantial injury to the Bidder's competitive position.</p>
<p><u>Location and Page Number(s)</u> Volume 1, Section 59 – Physical Security Requirements (RFP Section 2.29.A)</p> <p>Pages 1.170 – 1.176</p> <p><u>Identification</u> Entire section.</p>	<p>The Bidder diligently protects its gaming assets. If the details found in the Bidder's Proposal regarding the Bidder's physical security policies and procedures were disclosed, those policies and procedures could be significantly undermined and/or compromised, leading to possible theft or unauthorized access. The disclosure of this information, which constitutes confidential trade secrets of the Bidder, could therefore cause substantial injury to the Bidder's competitive position.</p>
<p><u>Location and Page Number(s)</u> Volume 1, Section 67 – Proposed Staffing and Staffing Plan (RFP Section 2.36)</p> <p>Pages 1.202 – 1.216</p> <p><u>Identification</u> Entire Section</p>	<p>Competitors in the New York State ETG market protect confidential information such as their staffing plans from disclosure in order to build sustainable competitive advantages that result in greater placement of their products at Video Lottery Gaming Facilities. Such confidential staffing plans provide trade secret details such as the number of technicians employed to service products and the roles of key personnel. The Bidder is no different. The details of the Bidder's staffing plan set forth in its Proposal are subject to exemption from disclosure as confidential trade secrets, since competitors of the Bidder could use such information to replicate the Bidder's strategy to provide "best-in-class" service to its customers, thereby potentially causing substantial injury to the Bidder's competitive position.</p>
<p><u>Location and Page Number(s)</u> Volume 1, Section 71 – Hiring Practices, Including Suitability Standards (RFP Section 4.3.A.1(a)(12))</p> <p>Pages 1.228 – 1.230</p> <p><u>Identification</u> Entire section.</p>	<p>This information sets forth the Bidder's confidential hiring practices and suitability standards, which are trade secrets of the Bidder. This information is for internal consumption only and is not disclosed to the public. If disclosed, competitors of the Bidder may duplicate the Bidder's practices and standards which could cause substantial injury to the Bidder's competitive position.</p>

Identification and Location	Reason for Exemption
<p><u>Location and Page Number(s)</u> Volume 1, Sections 72 through 76 – Bidder’s Strengths (RFP Section 4.3.A.1(a)(13))</p> <p>Pages 1.232 – 1.290</p> <p><u>Identification</u> Entire sections.</p>	<p>This confidential information provides details concerning the Bidder’s strengths in relation to the ability of the Bidder to perform its obligations pursuant to the mandates of the RFP if the Bidder is awarded a Contract. This information constitutes confidential trade secret information of the Bidder. If disclosed, competitors of the Bidder may duplicate the Bidder’s practices and standards which could cause substantial injury to the Bidder’s competitive position.</p>
<p><u>Location and Page Number(s)</u> Volume 1, Section 77 – Accounts Lost or Resigned (RFP Section 4.3.A.1(a)(14))</p> <p>Pages 1.292 – 1.295</p> <p><u>Identification</u> Entire section.</p>	<p>This confidential information provides details concerning the Bidder’s “lost accounts” for the previous two-year period. If disclosed, competitors of the Bidder may use such information to benefit themselves at the expense of the Bidder who, in many cases, has continuing relationships with the properties and potential for future business with those properties. Therefore, the disclosure of such confidential trade secret information could cause substantial injury to the Bidder’s competitive position.</p>
<p><u>Location and Page Number(s)</u> Volume 1, Section 78 – Penalties or Liquidated Damages Assessed (RFP Section 4.3.A.1(a)(15))</p> <p>Pages 1.297 – 1.298</p> <p><u>Identification</u> Entire section.</p>	<p>The confidential information contained in Volume 1, Section 76 provides details concerning certain penalties or liquidated damages that have been assessed by gaming regulatory agencies against the Bidder. If disclosed, competitors of the Bidder may use such information to benefit themselves at the expense of the Bidder by divulging such confidential information to the Bidder’s current and/or future customers. Therefore, the disclosure of such confidential information could cause substantial injury to the Bidder’s competitive position.</p>
<p><u>Location and Page Number(s)</u> Volume 1, Section 82 – Qualifications and Experience (RFP Section 4.3.A.1(c)(2))</p> <p>Pages 1.318 – 1.322</p> <p><u>Identification</u> For each entry, redact WPUPD information.</p>	<p>The information set forth in Volume 1, Section 81 of the Bidder’s Proposal includes WPUPD details for several of the Bidder’s customers, which constitutes confidential trade secret information. Such information is strictly confidential. Disclosure of such trade secret information would enable the Bidder’s competitors to ascertain the performance of the Bidder’s products which could enable such competitors to alter their respective product offerings and/or pricing in order to become more competitive with the Bidder. Therefore, the disclosure of such confidential trade secret information could cause substantial injury to the Bidder’s competitive position.</p>
<p><u>Location and Page Number(s)</u> Volume 1, Section 84 – References (RFP Section 4.3.A.1(d))</p> <p>Pages 1.326 – 1.329</p> <p><u>Identification</u> For each entry, redact the contact person’s name, telephone number and email address.</p>	<p>The disclosure of the identified information would constitute an unwarranted invasion of personal privacy.</p>

Identification and Location	Reason for Exemption
<p><u>Location and Page Number(s)</u> Volume 1, Section 86 – Project Management and Staffing (RFP Section 4.3.A.1(e)) Pages 1.339 – 1.351</p> <p><u>Identification</u> Entire section.</p>	<p>Competitors in the New York State ETG market protect confidential trade secret information such as their project management plans and staffing plans from disclosure in order to build sustainable competitive advantages that result in greater placement of their products at Video Lottery Gaming Facilities. Such confidential project management and staffing plans provide trade secret details such as the number of people employed to service products and the roles of key personnel. The Bidder is no different. The confidential details of the Bidder’s project management and staffing plan set forth in its Proposal are trade secrets subject to exemption from disclosure since competitors of the Bidder could use such information to replicate the Bidder’s strategy to provide “best-in-class” service to its customers, thereby potentially causing substantial injury to the Bidder’s competitive position.</p>
<p><u>Location and Page Number(s)</u> Volume 2, Section 14(c) – Game Changes (RFP Section 3.5.C) Pages 2.112 – 2.119</p> <p><u>Identification</u> Entire section.</p>	<p>This confidential information contained in the Bidder’s Proposal provides trade secret information regarding the Bidder’s internal processes that are followed to respond to requests for new games, game variations and adjustments to pay tables. The Bidder strongly believes that such trade secret processes enable the Bidder to provide “best-in-class” service to its customers. If disclosed, competitors of the Bidder may duplicate the Bidder’s confidential processes, which could cause substantial injury to the Bidder’s competitive position.</p>
<p><u>Location and Page Number(s)</u> Volume 2, Section 15(ii) – Game Data Security (RFP Section 3.6.II) Pages 2.279 – 2.280</p> <p><u>Identification</u> Entire section.</p>	<p>The Bidder diligently protects the integrity and exchange of game data. If the details found in the Bidder’s Proposal regarding the Bidder’s game data security policies and procedures were disclosed, those policies and procedures could be significantly undermined and/or compromised, leading to possible theft or unauthorized access. The disclosure of this information, which constitutes confidential trade secrets of the Bidder, could therefore cause substantial injury to the Bidder’s competitive position.</p>
<p><u>Location and Page Number(s)</u> Volume 2, Section 16 – VLT Maintenance Program (RFP Section 3.7) Pages 2.295 – 2.330</p> <p><u>Identification</u> Entire section.</p>	<p>This information sets forth the Bidder’s confidential maintenance standards and protocols, which are trade secrets of the Bidder. The Bidder strongly believes that its confidential maintenance standards and protocols enable the Bidder to provide “best-in-class” service to its customers. If disclosed, competitors of the Bidder may duplicate the Bidder’s maintenance standards and protocols which could cause substantial injury to the Bidder’s competitive position.</p>
<p><u>Location and Page Number(s)</u> Volume 2, Section 17 – Training of VLT Technicians (RFP Section 3.8) Pages 2.332 – 2.355</p> <p><u>Identification</u> Entire section.</p>	<p>This information sets forth the Bidder’s confidential trade secret training standards and protocols for its VLT technicians. The Bidder strongly believes that its training standards and protocols for its VLT technicians are trade secrets that enable the Bidder to provide “best-in-class” service to its customers. If disclosed, competitors of the Bidder may duplicate the Bidder’s training standards and protocols for VLT technicians which could cause substantial injury to the Bidder’s competitive position.</p>

Identification and Location	Reason for Exemption
<p><u>Location and Page Number(s)</u> Volume 2, Section 18 – Training of Commission and Video Lottery Gaming Facility Staff (RFP Section 3.9)</p> <p>Pages 2.356 – 2.368</p> <p><u>Identification</u> Entire section.</p>	<p>This information sets forth the Bidder’s confidential trade secret training standards and protocols for its external staff. The Bidder strongly believes that its training standards and protocols for its external staff are trade secrets that enable the Bidder to provide “best-in-class” service to its customers. If disclosed, competitors of the Bidder may duplicate the Bidder’s training standards and protocols for external staff which could cause substantial injury to the Bidder’s competitive position.</p>
<p><u>Location and Page Number(s)</u> Volume 2 - Catalogue Volume 3 - Catalogue</p> <p>Volume 2 – Section 13 Volume 3 Pages 3.1 – 3.261</p> <p><u>Identification</u> The Bidder’s catalogue.</p>	<p>The Bidder’s comprehensive product catalogue that is included in Volume 2 and Volume 3 is considered confidential by the Bidder. Disclosure of the catalogue’s contents would provide an ETG product offering menu which the Bidder’s competitors could replicate or imitate. The Bidder believes that its product offerings, and the details of such products set forth in the catalogue, constitute trade secret information, which enables the Bidder to provide in-depth information and offer its “best-in-class” products to its current and future customers. Disclosure of such confidential information could therefore cause substantial injury to the Bidder’s competitive position.</p>
<p><u>Location and Page Number(s)</u> Volume 3 – Pricing and Fee Structure</p> <p>Pages 3.A1 (i.e., Attachment 2) and 3.A2 - 3.A4</p> <p><u>Identification</u> Attachment 2 (Pricing Proposal), Product Pricing (Base and Options) and Term of Placement Fee Schedule.</p>	<p>This information includes confidential and trade secret pricing information with respect to the Bidder’s product offerings to Video Lottery Gaming Facilities. The pricing of product is a closely guarded trade secret of ETG manufacturers and distributors in the New York State ETG market. As the disclosure of the Bidder’s confidential and trade secret pricing information allows competitors to adjust their pricing accordingly in order to be more competitive with the Bidder in the view of Video Lottery Gaming Facilities, the disclosure of such information could cause substantial injury to the Bidder’s competitive position.</p>

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1.2 Disclosure of Litigation

Disclosure of Litigation and Other Information – 2021-03-03

Interblock acknowledges that the Commission requires that it list and summarize pending litigation that the Bidder is aware will likely be initiated, administrative or regulatory proceedings or similar matters that could materially affect the Bidder. As part of its disclosure requirement, Interblock is required to state whether it or any of its owners, officers, directors, or partners have ever been convicted of a felony. Interblock further acknowledges that failure to disclose any such matter may result in rejection of the Proposal or termination of a Contract and will be included with the Proposal.

Although the Bidder has concluded that no pending litigation (or litigation that the Bidder is aware will likely be initiated) or any administrative or regulatory proceedings or similar matters could materially affect the Bidder, in an abundance of caution the Bidder hereby provides the Commission with a summary of pending litigation that involves the Bidder or its Parent entity.

Type of Proceeding: Civil Action
Court: Supreme Court of the State of New York, County of Queens
Case Number: 702702/2020
Plaintiff: Sheena Gibson
Defendants: Interblock USA, L.C.; Scientific Games Corporation; Caesars Entertainment Corporation and Vici Properties, Inc.
Date Filed: 2/14/2020
Subject Matter: Plaintiff claims she sustained injuries while repairing an Interblock USA, L.C. gaming machine in Resorts World New York due to improper maintenance and product design defect
Value of Claim: Unknown at this time as all of Plaintiff's medical records have not been received and reviewed

Type of Proceeding: Litigation
Court: District Court of Ljubljana
Case Number: VIII Pg 2430/2019
Plaintiff: Interblock d.d.
Defendant: Aljosa Krupenko a.p (TEMPO)
Date Filed: 2019
Subject Matter: Legal dispute in connection with the breach of contract
Value of Claim: € 500,000.00

Type of Proceeding: Litigation
Court: District Court of Ljubljana
Case Number: VII Pg 2219/2019
Plaintiff: TECHNIX d.o.o.
Defendant: Interblock d.d.
Date Filed: 2019
Subject Matter: Legal dispute in connection with the breach of contract
Value of Claim: € 70,236.22

Additionally, the Bidder hereby discloses to the Commission that no owner, officer, director, or partner of the Bidder or its parent entity, Interblock d.d., have ever been convicted of a felony.

The Bidder acknowledges that the Bidder's disclosure obligation pursuant to Section 1.19 is a continuing requirement. Bidder further acknowledges that it will notify the Commission of any such matter, as defined in section 1.19, commencing after submission of a Proposal, and with respect to the Successful Bidder, after the approval of a Contract, in a written statement to the Commission within 10 business days.

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1.3 Organizational Chart by Staff Title

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1.4 Interblock References



March 12, 2021

RE: Interblock Gaming Reference

To Whom It May Concern:

This reference letter is to certify that Resorts World New York is a current customer of Interblock Gaming and has Interblock's ETG products currently installed at our property.

Our ETG product portfolio includes Interblock Stadiums along with a wide variety of stand-alone products offering Blackjack, Roulette, Craps, Baccarat, Big Six and Sic Bo content in mechanical and video formats.

We are extremely pleased with Interblock's products performance for many years, and continue to look for ways to expand our ETG offerings at our facility.

If there are any questions, please feel free to contact me at 718-215-2828.

Sincerely,

A handwritten signature in black ink, appearing to read 'Brian Reynolds', is written over a thin horizontal line.

Brian Reynolds

SVP of Operations

718-215-2888
www.rwny.com
110-00 Rockaway Blvd, Jamaica, New York 11420

RE: Interblock Gaming Reference

To Whom It May Concern:

This reference letter is to certify that The Venetian is a current customer of Interblock Gaming and has Interblock's ETG products installed.

Our ETG product portfolio will include Interblock's Pulse Arena along with a wide variety of stand-alone products offering Blackjack, Roulette, Craps, and Baccarat content in live, mechanical, and video formats.

We have been extremely pleased with Interblock's products, performance, service and support for many years, and continue to look for ways to expand our ETG offerings in Las Vegas.

If there are any questions, please feel free to contact me.

Sincerely,



Michael Volkert
Senior Vice President Casino Operations
The Venetian Resort

RE: Interblock Gaming Reference

To Whom It May Concern:

This reference letter is to certify that Foxwoods Resort & Casino is a current customer of Interblock Gaming and has Interblock's ETG products installed at Foxwoods.

Our ETG product portfolio includes Interblock Pulse Arenas along with products offering Blackjack, Roulette, Baccarat, content in live, video formats.

We have been extremely pleased with Interblock's products, performance, service and support for many years, and continue to look for ways to expand our ETG offerings.

If there are any questions, please feel free to contact me.

Sincerely,

 3/12/2021
Angelo Avallone

To Whom It May Concern:

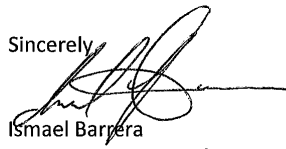
This reference letter is to provide the current and past status with Interblock Gaming. We first introduced the roulette station back in 2011 at one of our properties; within a year, our 3 properties had one station each.

We have grown the Interblock ETG footprint since, which we now have an exclusive room with their product that includes a Stadium with Roulette, BJ, Craps and Baccarat, plus independent stations that also include the Big Six. Back in 2011 we started with 10 games and that foot print has increased to over 100 seats across the 3 properties.

Interblock has always provided great technical service, on time and accurate invoicing and the incremental games show that their product keeps performing.

Should you have any questions please feel free to contact me.

Sincerely,



Ismael Barrera
Corporate Director of Slots
Gila River Gaming Enterprises
Ismael.barrera@gila.casino
480-459-0898

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ADDENDUM

1.5 General Gaming Compliance Review – Reference to Regulatory Compliance Strength

INTERBLOCK D.D.

General Gaming Compliance Review and Reporting Plan

Approved Date July 11, 2007

Revised November 12, 2007

Revised November 21, 2008

Revised May 10, 2012

Revised January 29, 2014

Revised July 17, 2019

Revised July 15, 2020

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ARTICLE I: INTRODUCTION

Interblock d.d. (“the Company”) has voluntarily established a Compliance Committee (“Committee”) to oversee procedures to enhance the likelihood that no activities of the Company or any Affiliate would impugn the reputation and integrity of the gaming industry in general and that of the specific jurisdictions in which the Company or any Affiliate conducts Gaming Activities.

The Company has created the Committee to exercise its best efforts to identify and evaluate situations arising in the course of the Company’s business, wherever conducted that may adversely affect its objectives or those of gaming control and thereby cause concern to any Gaming Authority. Generally speaking, a situation adversely affects Company and gaming control objectives if its occurrence or continuation adversely affects the public faith in the ability of any appropriate gaming regulatory system to ensure that licensed gaming is conducted honestly and competitively and that gaming is free from criminal and corruptive elements. The Committee also has a related role in assisting Senior Management in protecting the Company against questionable associations and associations with Unsuitable Persons by reviewing the practices and conduct of the Company and its employees.

Committee members are persons who, by virtue of their position or familiarity with gaming control, are sensitive to the concerns of the gaming regulatory authorities and thus can determine whether an Unsuitable Situation has arisen.

The Company and its Subsidiaries also has a strict policy to conduct its business with honesty and integrity, and according to high moral, legal and ethical standards. To affirm this position, the Company has set forth the responsibilities of the Company’s employees in various Compliance Policies.

The following General Gaming Compliance Review and Reporting Plan (“the Compliance Plan”) sets forth the procedures that the Committee will employ in carrying out its responsibilities. The Plan intends to define the scope of the Committee’s responsibilities and to clarify the Committee’s role in relation to other committees established by the Company and its Subsidiaries.

ARTICLE II: OBJECTIVES OF THE COMMITTEE

Because of the exacting regulation of gaming businesses, the Company must be sensitive to maintain the highest standards of conduct and associations. Constant vigilance is necessary to guard its reputation and continually avoid even the appearance of impropriety. Accordingly, the Company has developed a compliance system for advanced investigation and reporting in various areas of the Company's business activities:

- A. To assist the Company in avoiding transactions with Unsuitable Persons;
- B. To assist the Company's management in identifying areas of possible concern that might adversely affect the Company's good reputation or its status as the holder of privileged gaming licenses and approvals;
and
- C. To provide additional oversight of the Company's compliance with laws, regulations, and special conditions imposed upon it by Gaming Authorities.

ARTICLE III: DEFINITIONS AND INTERPRETATION

3.1 Definitions. The terms used in this Gaming Compliance Review and Reporting Plan shall have the following meanings:

Affiliate means a Person whom, directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control of the Company.

Board of Directors means the Board of Directors of the Company.

Company means Interblock d.d.

Committee means Compliance Committee and has the meaning ascribed to this term in Section 4.3.

Chief Compliance Officer means a person designated by the Board of Directors for purposes set forth herein.

Compliance Internal Reporting System ("CIRS") means information collection, assessment and reporting system created by and comprised of the elements described in Sections 7.2 through 7.9.

Compliance Plan means this Gaming Compliance Review and Reporting Plan.

Compliance Policies means the following policies and programs of the Company;

- A. Ethics and Conflicts of Interest Policy;
- B. The Plan;
- C. Financial and Accounting Policies;
- D. Guidelines for Compliance with the United States Antitrust Laws; and
- E. Any other policies or programs adopted and published by the Company that are of a legal and ethical compliance nature.

Consultant means any Person employed or compensated by the Company as an independent contractor who receives more than USD\$100,000 in any 12-month period from the Company.

Executive Officer means the directors, president, vice presidents, secretary or treasurer of the Company or the equivalent under the laws in Slovenia.

FCPA means The Foreign Corrupt Practices Act of 1977 as amended (15 U.S.C. §§ 78dd-1, et seq.).

Formal Allegations means a notice received in writing from a regulatory body or other governmental agency concerning wrongdoing on the part of the Company, which may adversely affect the objectives of gaming control or materially violates Compliance Policies.

Formal Criminal Charges means criminal charges duly filed in a court of law, except for minor offenses.

Gaming Activities means those activities governed by the gaming laws of any jurisdiction in which the Company conducts business.

Gaming Authorities means any one or more of the regulatory authorities having jurisdiction over Gaming Activities.

Gaming Device means any equipment by which the manufacture or distribution is subject to regulatory control by gaming laws of any jurisdiction in which the Company conducts business.

Independent Member means the one required independent member of the committee who will possess a background in or extensive experience with gaming regulatory control in the state of Nevada.

Key Employee means any executive, employee, or agent of the Company having the power to exercise a significant influence over decisions concerning any part of the operation of the Company or who is licensed by a gaming regulatory body outside the state of Nevada or whose annual income exceeds 200,000 USD (or annually defined currency equivalent) or who meets the "Key Employee" definition as defined by the Nevada Gaming Commission Regulations.

Law means the duly enacted statutes, ordinances, regulations or similar enactments of the United States of America or any State therein and its political subdivisions and any nation or political subdivision thereof.

Lobbyist means any Person engaged by the Company for the purpose of advocating the adoption or amendment of a Law or Laws related to Gaming Activities or the furtherance of the Company's Gaming Activities in a jurisdiction. The term does not include a Person retained by the Company to assist it in compliance with Gaming Laws or with the Company's Compliance Policies.

Major Development means a matter that substantially affects ends or expands the activities of the Company or its Subsidiaries. Examples of a Major Development include any material change in equity ownership or control and any disciplinary actions brought by a local or foreign government or agency, with respect to the Gaming Activities of the Company, or the approval of the Company or a Subsidiary as the operator of a foreign gaming activity.

Material Civil Litigation means litigation against the Company seeking recovery in excess of One Million Dollars (USD\$1,000,000). Employment-related litigation not involving a corporate director, officer or key employee and lawsuits alleging personal injury including punitive damages are specifically excluded from this term.

Material Financing means any private equity or debt financing by the Company that exceeds One Million Dollars (USD\$1,000,000).

Material Transactions means a transaction of which the Chief Compliance Officer or a member of the Committee has knowledge that pertains to:

- A. A commercial transaction involving an Unsuitable Person or an entity that reasonably may be regarded as an Unsuitable Person;
- B. The acquisition or disposition of assets or equity interests where the value given or received by the Company exceeds One Million Dollars (USD\$1,000,000) except for such transactions involving temporary investments in securities as included on the Company's consolidated balance sheets.

Minutes have the meaning ascribed to this term in Section 6.3 of this Compliance Plan.

Person means any association, corporation, firm, partnership, trust or other form of nongovernmental business association as well as a natural person.

Plan means this Compliance Plan.

Preceding Year means the 12-month period that constitutes the company's fiscal year.

Registered Intermediary Company means a business organization that owns a majority interest in a Subsidiary.

Suppliers of Goods and Services means all suppliers to Company involving annual aggregate purchases in excess of Five Hundred Thousand Dollars (USD\$500,000).

Subsidiary means a Person that, directly or indirectly through one or more intermediaries, is controlled by the Company. The term does not include franchised operations or unrelated persons that are associated with the Company or its Subsidiaries in a business venture.

Unsuitable Person means:

- A. A person who has been denied a license or whose license has been revoked by any Gaming Authority, or a person who has been determined to be unsuitable or unqualified to be associated with a gaming enterprise by any Gaming Authority, and whose license denial or revocation, or finding of unsuitability or disqualification has been reported to the Company; or,
- B. A person that the Company determines is unqualified as a business associate of the Company based on that person's antecedents, associations, financial practices, financial condition or business probity.

Unsuitable Situations means a situation involving (i) an Unsuitable Person; (ii) a violation of the statutes or regulations enforced by a Gaming Authority; (iii) noncompliance with the provisions of the Plan, or; (iv) questionable conduct or action undertaken by the Company or an Affiliate resulting in a known inquiry, formal allegation, or investigation by a Gaming Authority, or other regulatory or law enforcement authority.

3.2 Interpretation. The Compliance Plan shall be interpreted and applied by the Company to achieve substantial compliance with the statement of corporate policy and the summary of compliance functions delineated in Article 2 and Section 7.1 of the Compliance Plan, respectively.

ARTICLE IV: ADOPTION OF COMPLIANCE PLAN

4.1 Regulatory Status of the Company. The Company is a privately held corporation in good standing located in Slovenia.

4.2 Duties of the Chief Compliance Officer. The operation of the compliance system and the preparation and maintenance of all documents and reports relating to it is the responsibility of the Chief Compliance Officer. The success of the system depends upon the cooperation of the Company's senior management, its financial and legal staffs and the officers of the Subsidiaries. All such persons shall be fully advised regarding their responsibilities to timely notify the Chief Compliance Officer of matters subject to review under the compliance system through the dissemination of the Policy Manual and appropriate training.

No employee shall be disadvantaged in any way for reporting a potential compliance question.

The Chief Compliance Officer shall report directly to the Board of Directors and shall be provided by the Company with the resources necessary to fulfill his/her responsibilities. All appointments to and resignations from the position of Chief Compliance Officer shall be reported in the minutes of the meetings of the Company's Board of Directors and the Company shall notify the Nevada Gaming Control Board Chair in writing of such appointment or resignation within 10 business days of its occurrence.

The Chief Compliance Officer may conduct investigations of compliance matters including, but not limited to, matters involving associations and regulatory Compliance. The Company's other personnel shall be available to assist the Chief Compliance Officer in his/her duties hereunder and shall report to the Chief Compliance Officer in his/her duties hereunder and shall report to the Chief Compliance Officer on any matter assigned to them by the Committee.

The Chief Compliance Officer is responsible to and reports to the Committee on material findings relative to all reports received, investigations conducted, recommendations for action, and all related matters. The Chief Compliance Officer and the Committee shall determine the records of their activities that shall be maintained in the Company's best interests, including the preservation of applicable legal privileges.

The Committee, acting through and with the assistance of the Chief Compliance Officer, is empowered to investigate, evaluate and report facts, and make recommendations of possible responses or initiatives for senior management's considerations, including disciplinary or adverse action or misconduct by Company employees or agents.

The Chief Compliance Officer shall serve as a liaison between the Committee and the Gaming Authorities.

4.3 Adoption of Plan. The Company has adopted the Plan and establishes an executive committee (hereinafter the Committee), to identify and evaluate potential Unsuitable Situations arising in the course of the Company's business, wherever conducted, that may have an adverse effect upon the objectives of gaming control, and thereby cause regulatory concern to the Gaming Authorities. This Plan delineates the procedure that will be employed by the Company in selecting and appointing a Committee, as well as the procedures that govern the duties and responsibilities of the Committee.

4.4 Board of Directors. The Board of Directors shall oversee the Committee. The Board of Directors shall receive reports from the Committee following each meeting of the Committee.

4.5 Term and Duration of Plan. The Plan shall become effective on the first business day immediately succeeding the date on which the Chief Compliance Officer receives written notice that both the Board of Directors, and the Chair of the Nevada State Gaming Control Board ("the Board"), has approved the Plan,

unless the Plan is earlier approved by a Gaming Authority in another jurisdiction. The Plan shall remain in effect until such time as any Gaming Authority no longer requires the Plan and the Plan is rescinded by the Board of Directors. The Plan may be amended or modified (i) at the direction of the Board of Directors subsequent to written approval from the Chair of the Board, or (ii) at the direction of any other Gaming Authority and subsequent to the written approval from the Chair of the Board. Chief Compliance Officer shall promptly notify all necessary Gaming Authorities in writing of any proposed amendments or modifications of this Plan.

ARTICLE V: SELECTION AND APPOINTMENT OF THE COMMITTEE

5.1 Composition of the Committee. The Committee shall be comprised of at least three (3) members, and not more than five (5) members. The membership of the Committee shall include Executive Director of the Company. The membership of the Committee also shall include at least one person experienced in the gaming regulatory process who is familiar with the Nevada Gaming Control Act and Nevada Gaming Commission Regulations and who is a person independent of the Company. The members of the Committee should be individuals who, by virtue of their familiarity with law enforcement, regulated businesses, the business activities of Company or gaming control, are sensitive to the concerns of the Gaming Authorities and capable of determining the existence or likelihood of an Unsuitable Situation.

5.2 Appointment and Approval of the Committee. The members of the Committee shall be appointed by and shall serve at the will and pleasure of the Board of Directors subject to any required approvals of Gaming Authorities. All appointments to or resignations from the Committee shall be reported in the minutes of the Board of Directors and the Chief Compliance Officer shall notify all necessary Gaming Authorities of any change in the membership or composition of the Committee within ten (10) business days.

5.3 Resignation of the Committee Member. A Person may resign his or her position as member of the Committee by providing to the Chief Compliance Officer ten (10) days written notice prior to the effective date of any resignation. The Chief Compliance Officer shall be required to supply such resignation notice to the required Gaming Authorities within ten (10) business days.

5.4 Compensation of Committee Members. The Board of Directors shall prescribe the amount of compensation to be paid to any non-employee member of the Committee for his or her services and reimburse such member for his or her reasonable costs and expenses incurred in the discharge of duties and responsibilities.

ARTICLE VI: MEETINGS OF THE COMMITTEE

6.1 Quorum and Meeting Procedure. The presence of a majority of the membership of the Committee shall constitute a quorum for the purpose of conducting Committee business. Meetings may be conducted by means of a telephone conference. All actions by the Committee require a majority vote of the members present. Matters to be presented to the Committee may also be dealt with by unanimous written consent. It shall be the responsibility of the Chief Compliance Officer to notify the Board of Directors and all appropriate corporate officers, employees and representatives of the Committee's actions and recommendations.

6.2 Periodic Committee Meetings. The Committee shall meet at least quarterly to review the information it has gathered through reports, investigations, or otherwise. In an urgent situation, any member may call a special meeting of the Committee. Such meetings may be conducted in person, by telephonic communication, or by unanimous written consent. In an exigent circumstance, the Chief Compliance Officer, with prior consideration and approval of the Chair of the Committee, is authorized to issue preliminary approval of a proposed transaction or event, or direct such other action as may be warranted in the circumstances, subject to the later ratification of the Committee.

6.3 Committee Meeting Minutes. The Committee shall prepare and maintain minutes recording the business considered and decisions rendered by the Committee at each meeting. Subsequent to Committee meetings, non-ratified copies of the Minutes, including all associated documents, exhibits, and reports reviewed by the Committee members at said meetings, shall be provided to the Board of Directors, all Committee members, and concurrently to the Chair of the Gaming Control Board. Once ratified, copies of the ratified Minutes of the Committee meetings, including all documents, exhibits and reports reviewed by the Committee members at the meetings, shall be forwarded with any changes respectively cited, within ten (10) business days after ratification by the Committee to the Board of Directors, all Committee members, and concurrently to the Chair of the Gaming Control Board. The minutes shall identify all matters considered by the Committee and shall contain the amount of detail appropriate to permit a well-reasoned decision by the Committee members. In those matters in which the Committee takes no action, the Minutes shall reflect the reasons why no action was deemed appropriate.

6.4 Records. All documents, files and other records which, in the opinion of the Committee and the Chief Compliance Officer, need to be prepared and/or maintained regarding the activities of the Committee shall be kept in the office of the Chief Compliance Officer. The Chief Compliance Officer will also maintain a log of all formal investigations conducted or underway and such log and other records shall be available for review at the request of Gaming Authorities. The Company shall maintain records for a period of seven (7) years unless the gaming regulators in Nevada or another gaming regulatory body mandates that the records be maintained for a longer period of time.

6.5 Policy Manual. The Chief Compliance Officer shall distribute to appropriate managers and employees of the Company and its Affiliates the Company's Compliance Policy Manual (Manual), which contains the Company's compliance Policies (Compliance Policies). All recipients of the Manual shall provide to the Chief Compliance Officer a written attestation; (i) acknowledging receipt of the Manual; (ii) confirming that the recipient has read and understood the Manual; and (iii) agreeing to be bound by and to comply with the Compliance Policies contained in the Manual.

The Chief Compliance Officer shall periodically distribute as appropriate all lists of persons determined to be unsuitable to do business with gaming operators published by Gaming Authorities.

ARTICLE VII: DUTIES AND RESPONSIBILITIES OF THE COMMITTEE

7.1 Summary of Compliance Functions Information brought to the Committees' attention or discovered by the Committee concerning activities that might constitute an Unsuitable Situation, Major Development or violations of Compliance Policies shall be investigated and the Committee shall formulate a course of action to appropriately address the specific event, transaction, circumstance or situation. In this regard, the Committee should endeavor to assist the internal audit function and other individuals or committees within the Company to achieve a coordinated effort to accomplish the Compliance Policy objectives.

7.2 Compliance Internal Reporting System The Committee shall establish and maintain a Compliance Internal Reporting System ("CIRS") under the supervision of the Chief Compliance Officer. The Chief Compliance Officer shall be responsible and report to the Committee relative to the administration of the CIRS. The Chief Compliance Officer will utilize the resources of the Company or appropriate outside consultants or contractors to fulfill the Chief Compliance Officer's responsibility for supervision and administration of the CIRS. Chief Compliance Officer's supervision may include investigation of any question, matter, association, or issue arising or appearing to arise within the purview of the CIRS including, but not limited to, personal oversight, examination or inquiry.

Success of the CIRS depends on coordination with the corporate planning, development, acquisition, human resources, procurement, finance, legal, audit, and other staff functions within the Company with respect to proposed or pending matters related to new transactions, associations, or other matters that may constitute Major Developments or Unsuitable Situations. Accordingly, the various departments and Subsidiaries of the Company shall cooperate and coordinate with the Chief Compliance Officer in investigating, negotiating or implementing any new transaction, associations, or other matter that may constitute Major Developments or Unsuitable Situations to aid attainment of the objectives of the CIRS and Compliance Plan, which are essentially the development and communication of relevant information to the Committee.

7.3 Review and Assessment of Reported Information. The Committee is responsible for the review and assessment of information developed through the CIRS. Prior to the quarterly meetings of the Committee, the Chief Compliance Officer shall submit to each member of the Committee a report summarizing the investigations conducted and recommendations for action for the preceding quarter. The Committee shall ratify or disapprove the actions taken by the Chief Compliance Officer.

7.4 Reporting Detail. Reports to the Committee and the Minutes of meetings of the Committee shall contain that detail necessary and appropriate to permit a well-reasoned decision by the Committee member on each subject considered by the Committee. The outline in Section 7.8.3 of the information is required to be obtained by or on behalf of the Committee is intended as a guide. Generally, an in-depth inquiry will not be required in instances where the other party is regulated by a governmental agency, for example as the cases of publicly traded corporations regulated by the SEC, financial institutions regulated by federal authorities, or companies or individuals regulated or licensed by reputable Gaming Authorities. In addition, the privacy laws of certain states and foreign jurisdictions may make it illegal to obtain, or difficult to obtain in a timely fashion, certain required information. In the event that this situation is encountered, specific questions relating thereto shall be directed to the Chief Compliance Officer for appropriate action.

The Committee may accept the following as evidence of good reputation, unless such reliance is unwarranted: (i) the licensing or approval of such Persons by any Gaming Authority or by any other governmen-

tal or professional licensing authority; (ii) favorable information generally available to the Company from the business or professional community; or (iii) information derived from prior relationships or dealings between such Persons and the Company or its Affiliates.

All investigative files shall be maintained in the office of the Chief Compliance Officer or the Company's Security Department offices on a confidential basis. Investigative files or information shall not be disclosed except to: (i) members of the committee; (ii) members of management or management representatives (e.g., inside and outside counsel) having a need to know; (iii) agents and employees of the Gaming Authorities, as appropriate in the Company's interest or where requested/instructed to do so; and (iv) as may be required by law or order of a court of competent jurisdiction.

7.5 Record of Unsuitable Persons. The Chief Compliance Officer is designated to receive notices from all Gaming Authorities with respect to business associations of the Company, each Subsidiary, or a transaction with Unsuitable Persons. On receipt of any such notice, the Chief Compliance Officer shall immediately advise the Committee and provide recommendations with respect to such action as may, in the Chief Compliance Officers opinion, be necessary or appropriate.

7.6 Record of Material Litigation. The Chief Compliance Officer shall direct the person or persons authorized to accept legal service of process on behalf of the Company and each subsidiary, to maintain a record of all relevant Material Civil Litigation. The Chief Compliance Officer shall cause a report of all relevant Material Civil Litigation to be delivered to the Committee on a quarterly basis.

7.7 Record of Formal Allegations or Criminal Charges. The Chief Compliance Officer shall cause to be distributed on a quarterly basis to the Committee a report concerning any Formal Allegations or Formal Criminal Charges lodged against the Company, a Subsidiary or any Director, Executive Officer or Key Gaming Employee of the Company or Subsidiary.

7.8 Chief Compliance Officers Report. Reports by the Chief Compliance Officer to the Committee shall discuss the following matters relating to the Company its Subsidiaries.

7.8.1 Sales or Leases of Gaming Equipment. Reports of all gaming equipment sales or leases by geographical area shall be maintained. The reports should contain the following information:

- A. Name and address of the purchaser / lessor.
- B. Description of machines.
- C. The jurisdiction into which machines are to be shipped.
- D. Identification of any broker or finder involved and compensation arrangements.
- E. Copy of valid gaming license from purchaser or a certificate or letter from the relevant regulatory body.
- F. A statement as to the legality of the gaming jurisdiction where the machines are shipped.

The Chief Compliance Officer shall maintain a current listing of jurisdictions permitting importation of Gaming Devices. Shipment of Gaming Devices into any other jurisdiction is prohibited until expressly approved by the Chief Compliance Officer. Questions as to whether a given jurisdiction permits imports of Gaming Devices are to be referred to the Chief Compliance Officer.

7.8.2 Material Transactions. The Chief Compliance Officer shall prepare a report to the Committee on all Material Transactions by the Company. The reports shall include the following information with respect to the other party to the transaction to the extent such information can reasonably be obtained by the Chief Compliance Officer.

- A. Name and address.

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- B. Legal form, such as corporation, partnership, or joint venture.
 - C. Nature of business conducted.
 - D. Geographical area where business is conducted.
 - E. Names and addresses of all directors, principal officers, shareholders holding more than five (5) percent interest, general partners and any limited partners holding more than five (5) percent interest.
 - F. Brief statement as to the Company's reasons for the proposed transaction.
 - G. Specific laws under which the business operation is permitted, if relevant.
 - H. Identification of any Person such as a broker or finder who is to receive any form of compensation for suggesting, proposing or arranging the transaction, including the arrangement for such compensation.
- The Chief Compliance Officer shall perform a background investigation on each person involved with respect to all Material Transactions.

7.8.3 Transactions with Suppliers of Goods and Services. The Compliance Policies include implementation of procedures to prevent Unsuitable Situations that could arise if the Company or a Subsidiary were to conduct business with Unsuitable Persons on a systematic or continuous basis. The best interest of the Company is served by discontinuing such business relationships. At such time as the Chief Compliance Officer discovers or is advised as to the identity of an Unsuitable Person through the sources of information provided for by the CIRS, or otherwise, the Chief Compliance Officer shall direct an examination or investigation be undertaken to determine whether the Company and its Subsidiaries are receiving goods or services from such Unsuitable Person. The review shall include an examination of appropriate Company, Subsidiary, and Management Operation records for evidence of a business relationship with the particular Unsuitable Person. In order to determine the suitability of such suppliers, the director of purchasing of the Company shall aid and assist the Chief Compliance Officer to implement adequate procedures with respect to arrangements with suppliers of goods and services.

Notwithstanding the foregoing, and irrespective of any amount of annual aggregate purchases from any person by the Company or its Subsidiary, at any time that the Chief Compliance Officer discovers through any source of information, that the Company or a Subsidiary is doing business with an Unsuitable Person or a Person who may be an Unsuitable Person, the Chief Compliance Officer shall direct an investigation of that Person's suitability. The results of such investigation shall be reported to the Committee for review and appropriate action.

7.8.4 Corporate Directors, Officers and Key Employees. The Company and its Subsidiaries shall exercise care to ensure that prospective Directors, Executive Officers and Key Employees of any Subsidiary, and Directors, Executive Officers and key Employees of the Company are not Unsuitable Persons. The suitability of prospective Directors and Executive Officers shall be investigated and the results reviewed by the Chief Compliance Officer. The results of such investigation, should any derogatory information be revealed, shall be reported to the Committee for review and appropriate action.

7.8.5 Independent Agents and Lobbyists. The Company and its Subsidiaries shall exercise care to ensure that independent agents, lobbyists and other agents or representatives employed or compensated by the Company are not Unsuitable Persons.

7.8.6 Distributors. The Company shall exercise care to ensure that prospective Distributors for the Company are not Unsuitable Persons or Entities. The suitability of prospective Distributors shall be investigated and the results reviewed by the Chief Compliance Officer. The prospective Distributors shall be required to complete a form or questionnaire, as approved by the Chief Compliance Officer, that provides sufficient

information to allow the Company to perform a due diligence investigation. The results of such investigation, should any derogatory information be revealed, shall be reported to the Committee for review and appropriate action. The Company and its Distributors shall verify the legality of the gaming jurisdiction where the machines are shipped.

7.8.7 Material Financing. Prior to any commitment with respect to a Material Financing, the Chief Compliance Officer, or its designee, shall prepare a report for the review of the Board of Directors and the Committee with respect to the following information:

- A. Source of the funds;
- B. Disclosure of any relationship among the Company and any other parties to the proposed financing;
- C. Identifying any finder, broker, or other Person who is to receive compensation in connection with securing, arranging, negotiating or otherwise dealing with the proposed Material Financing.

The Board of Directors, Committee or the Chief Compliance Officer shall conduct any further or supplemental investigation warranted by the facts or assessments contained in the report prepared by the Chief Compliance Officer.

7.9 Review of Shareholders. The Chief Compliance Officer will be responsible for ensuring no new shareholders are added to Company without requisite regulatory approvals. The Company shall notify all relevant regulatory agencies if there is any change in ownership, and shall further notify the Committee of any such change.

7.10 Regulatory Filings. The Chief Compliance Officer shall conduct a review on a quarterly basis to determine if all required filings with Gaming Authorities have been made. If any violations have occurred, a report shall be prepared detailing the violations and the corrective action taken to reduce the occurrence of future violations. This report should be provided to the Committee and to Gaming Regulators.

7.11 Special Conditions Imposed on the Company. The Committee shall periodically review and evaluate the Company's compliance with any regulatory requirements and special conditions imposed upon the Company or upon any affiliate by any Gaming Authority, and shall report to the senior management and the Committee (where exceptions are identified) of the Company any findings regarding such matters.

7.12 Omnibus Compliance Policies. The Chief Compliance Officer shall prepare a report relating to any relevant information discovered that in the opinion of the Chief Compliance Officer warrants review by the Committee and that has arisen from the operation of any Compliance Policy of the Company or its Subsidiaries, including, for example, acts of wrongdoing by employees of the Company and its subsidiaries, foreign gaming operations or the activities of an Affiliate. A copy of such report shall be submitted to each requesting Gaming Authority within ten (10) business days of the date of completion.

7.13 Acts of Wrongdoing. The Committee shall be advised of and periodically review compliance by the Company with the Company's written policies and procedures prohibiting workplace discrimination or harassment of a person based on a person's race, color, religion, sex, sexual orientation, gender identity, age, disability, or national origin, including any reported incidents of sexual harassment. The Committee shall be advised of and periodically review matters determined by the Compliance Officer or any Executive Director of the Company, or by any member of the Committee to be material that arise under the provisions of any of the workplace discrimination or harassment policies adopted by the Company. The term "material" as used herein means conduct or circumstances that, in the opinion of the Compliance Officer, Executive Officer, or any member of the Committee could constitute an Unsuitable Situation as defined by the Plan.

ARTICLE VIII: REPORTING INFORMATION TO GAMING AUTHORITIES

8.1 Annual Compliance Report to Gaming Authorities. The Chief Compliance Officer shall prepare and submit to the Chair of the NGCB an annual compliance report summarizing the activities, assessments and decisions of the Committee and any material matters arising for the Preceding Year within sixty (60) days after December 31 of the ending year.

8.2 Notification of any non-routine inquiries by regulatory agencies. The Company shall promptly notify the Chair of the NGCB of any unscheduled information requests, audits or other non-routine inquiries from the Financial Crimes Enforcement Network, Internal Revenue Service, Federal Bureau of Investigation, Department of Justice's Asset Forfeiture and Money Laundering Section, Offices of the U.S. Attorney or any other state or federal agencies, or foreign equivalents, regarding compliance with AML-related processes or controls.

8.3 Annual Meeting with Gaming Authorities. If requested by any other Gaming Authority, each calendar year, the Chief Compliance Officer, the members of the Committee and any Executive Officer or Key Employee of the Company identified by the Company or the Gaming Authorities, shall meet with the chair, executive director, or chief administrative officer of the requesting Gaming Authority to review the Company's Plan, Compliance Policies and the activities of the Committee during the Preceding Year.

As part of the Annual Compliance Report, the Compliance Officer and Committee will request an annual meeting with Nevada Gaming Control Board Chair to review operations of the Committee, the Compliance Plan, and Compliance Policies.

8.4 Compliance Assignments from Gaming Authorities. The chair, executive director or chief administrative officer of a Gaming Authority may request the Committee to review study or investigate particular transactions, relationships, incidents or subject matters relating to the Plan or CIRS. The Committee shall prepare a written report regarding any review, study or investigation and any conclusions or results of an assignment undertaken pursuant to this Section, and will submit such report to the requesting Gaming Authority within ten (10) business days of the date of completion.

8.5 Access to Company Records. The Chief Compliance Officer shall issue and cause to be distributed to appropriate Persons within the Company a written statement describing the Company's policy concerning compliance with requests by the Gaming Authorities for access to Company books, documents, records and papers relating the Company's business activities. The Compliance Policies and employment procedures shall provide that willful failure to comply with the directive shall be grounds for summary termination of employment. When requested by the Gaming Authorities, the Chief Financial Officer of the Company and the Chief Compliance Officer shall file or cause to be filed with such Gaming Authorities copies of any documents filed by the Company or by its Subsidiaries with any other federal, state, local or foreign government office with respect to the Company and its Subsidiaries.

8.6 Confidentiality of Reports and Documents. All reports, notices and other documents prepared, compiled or otherwise maintained in connection with the Plan shall be privileged and confidential in accordance with the provisions of Section 463.120 and 463.3407 of the Nevada Revised Statutes. Investigative files developed in accordance with any provision or requirement of the Plan will be maintained in the Office of the Chief Compliance Officer on a confidential basis. Such report, notices, documents and files will be available for inspection, review, examination, and duplication by the members of the Committee and representatives of the Gaming Authorities. The Board of Directors shall ensure the adoption and proper compliance with an appropriate retention and destruction procedure governing such reports, notices, documents and files.

ARTICLE IX: COMPLIANCE AND ETHICAL PRACTICES

9.1 Introduction. The Company and its representatives will deal only professionally and impartially with all government officials and employees. In order to ensure conformity with the highest standards of conduct and the provisions of the Foreign Corrupt Practices Act (FCPA), the Company has adopted the following policies and procedures.

With the exception of charitable donations, no funds or assets of the Company shall be paid, loaned, given, or otherwise transferred, directly or indirectly to any government official or employee, or to any entity in which the official or employee is known to have an interest. Any charitable donations must be approved by the CEO.

9.2 Business Entertainment and Gifts. The prohibitions set forth herein do not apply to legitimate, legal, ethical and reasonable business entertainment and gifts which are customary in local business relationships. However, such expenditures must not be used as a means to conceal improper payments, or to induce foreign officials or commercial customers to take or refrain from taking certain actions.

The following guidelines must be followed when providing business entertainment to foreign officials and to employees of private commercial customers:

- A. The entertainment must be ordinary and reasonable.
- B. The expenditures should be commensurate with local custom and practice.
- C. The type and expense of entertainment should be comply with any guidelines set forth by a customer.
- D. The expense must be properly and accurately recorded in the Company's books and records.

For foreign officials (including employees of State-owned or controlled entities), the entertainment should be valued at no more than \$75 U.S. dollars per person (or its local equivalent) and should not be provided to the same person more than four (4) times per year. Any deviation from this policy requires the prior written approval of the CEO.

For employees of customers, the entertainment should be valued at no more than \$150 U.S. dollars per person (or its local equivalent) and should not be provided more than six (6) times per year. Any deviation from this policy requires the prior written approval of the Chief Compliance Officer.

In providing a gift to foreign officials or employees of foreign commercial customers, the following guidelines must be observed:

- A. Gifts should be provided as a courtesy or token of appreciation.
- B. The gift should be customary in the foreign country and appropriate for the occasion.
- C. The value of the gift should not exceed \$75 U.S. dollars (or its local equivalent) and should not be provided to the same person more than four (4) times per year, without the prior written approval of the Chief Compliance Officer.
- D. Cash gifts are strictly prohibited.
- E. The gift must be legal and in accordance with any guidelines provided by the customer.
- F. The gift should be for the business or organization rather than for personal use, when appropriate.
- G. The expense must be properly and accurately recorded in the Company's books and records.

Company employees may also accept gifts of nominal value from existing or prospective customers as an

expression of gratitude, if the gift is compliant with the aforementioned guidelines.

9.3 Travel and Living Expenses. The payment of travel and living expenses of foreign officials and senior officers of customers is acceptable when such expenses are reasonable and bona fide business expenditures directly related to the promotion of the Company's products and services, or the execution of a contract. This includes payments for the travel and lodging expenses of a foreign officials or senior officers of commercial customers visiting the Company's facilities for the demonstration of the Company's products and services. However, the type of lodging, travel, and cost of meals and other entertainment must always be reasonable and have a legitimate business purpose. Good judgment should be used when making such expenditures. Non-business expenses such as the lodging or entertainment of a foreign or senior official's spouse or other family members should not be paid for by the Company. Leisure, and sightseeing or other non-business expenditures are discouraged, and should not be paid for by the Company.

Payments made directly to the foreign officials or senior officers should be avoided, and any payments should be made directly to the service provider. Invoices, receipts or other documentation is required if the foreign official or senior officer requires direct reimbursement. The Chief Financial Officer shall review and approve in writing the itinerary and budget for all travel and living expenses.

The following guidelines must be complied with when planning for travel of foreign officials and senior officers of commercial customers:

- A. The expenditure must have a bona fide and legitimate business purpose.
- B. The expenditure should be directly related to the promotion of the Company's products or service, or the execution of a contract.
- C. The expenditure must be reasonable, legal, and comply with customer guidelines.
- D. When practical, the officials going on the business trip should be made by the government authority or customer.
- E. Travel expenses should not be made directly to the official or customer.
- F. Travel expenses should be paid directly to the service providers, upon receipt of appropriate invoices.
- G. If a foreign official or commercial customer requires direct reimbursement, such reimbursement should only be made following the receipt of the appropriate invoices and documentation.
- H. All expenditures must be properly recorded in the Company's books and records.

9.4 Promotional Activities: Promotional activities involving customers are permitted when they are intended to market the Company's products. All plans for promotional activities must be approved by the CEO.

All agreements that include allocations for promotional activities must contain appropriate legal and FCPA provisions. Such agreements must also include provisions for the customer to provide documentation to the Company regarding money provided by the Company and audit rights which allow the Company to properly account for money provided by the Company. All amendments of existing lease agreements must include provisions that conform to these requirements.

The Chief Compliance Officer shall compile an annual report of all promotional expenses and promotional activities undertaken by the Company, which shall be provided to the Committee. The Company's Chief Financial Officer shall oversee quarterly audits of the promotional expenses incurred by customers related to the monies provided by the Company.

9.5 Agents, and Third Parties in Foreign Countries. Only reputable, qualified individuals or firms may be retained by the Company, for the facilitation of the Company's business in foreign countries. Any com-

compensation arrangements made with such representatives must be reasonable in relation to the services performed. Payments to representatives will only be made pursuant to a written contract specifying the actual services to be performed and the compensation to be provided.

Selected agent, consultant, distributor, teaming partner, subcontractor or other third party must be approved as suitable in accordance with existing Compliance Policies and reported quarterly to the Committee.

If there is any question as to a candidate's suitability, this issue must be fully investigated. If there is a legitimate explanation for the circumstance of any question, such an explanation should be fully documented. If the question is proven to be a serious issue, appropriate steps (up to and including the immediate termination of any agreement) should be swiftly taken in accordance with the advice of legal counsel.

Potential serious issues may include: abnormal commissions or price discounts; unusual payment requests, such as up-front payments, or payment in third countries; unethical practices, such as preparing false documents or false answers to questions; relations with government officials, such as individuals related to government personnel or owners or employees who hold government positions; comments that imply bribery; a lack of commitment to Company policies; unfavorable reference checks; Requests to keep relationships secret; and requests for additional compensation for a sales project.

If there is any question as to a candidate's suitability, this issue must be fully investigated. Such an investigation should include:

- A. Obtaining an International Company Profile Report, a Dunn and Bradstreet report, or another similar report.
- C. Searching the internet and public records in both English and the language of the country of the candidate.
- D. Interviewing the candidate in person or if the candidate is not available in person, over the phone. In person interviews are always preferred.

Periodic due diligence updates should be conducted as determined by the Chief Compliance Officer, and all documentation should be forwarded to legal counsel for compliance with FCPA requirements. The Chief Compliance Officer shall maintain a file of all due diligence efforts undertaken with regard to any third party for a period of five (5) years.

3. Contracts

Any agreement with the representative must reflect the entire understanding between the Company and the candidate. Any commitments made must be included in the written agreement. The agreement must also contain explicit prohibitions against illicit payments and provide for the immediate termination of the agreement in the event of a breach. Ethical business conduct provisions should be included in all agreements.

4. Compensation

Compensation of representatives should be established in consideration with the following criteria:

- A. Standard rates for similar services in similar geographic regions;
- B. complexity of the activities and transactions;
- C. duration and nature of contact with the customer;
- D. past performance and compensation; and
- E. competence and resources utilized.

9.6 Joint Ventures, Mergers, and Acquisitions. Before the Company enters into a joint venture, merger, or acquisition of any entity that engages in foreign business, the following steps should be taken to minimize the potential for liability:

- A. Under the supervision of the CEO, Chief Compliance Officer, Chief Financial Officer, and outside counsel, a plan for due diligence on any potential joint venture, target acquisition or merger candidate should be prepared.
- B. The due diligence plan should be executed to identify any business risks that suggest possible FCPA issues or other legal or business risks. Such risks include:
 - i. Shell companies or other irregular corporate structures;
 - ii. Government affiliations (directly or through close relatives);
 - iii. the contribution to the venture by government agencies or officials;
 - iv. refusal to agree to reasonable financial and other controls;
 - v. relationships which violate local laws or rules, including civil service rules;
 - vi. a prior history of unethical conduct; and
 - vii. financial terms that are unduly generous.
- C. Safeguards should be developed to ensure the risks discovered to ensure compliance with the applicable laws and to protect against liability.
- D. A written report of the due diligence findings should be provided to the Committee by the Chief Compliance Officer for review, and the Chief Compliance Officer and CEO and outside legal counsel should certify that the due diligence was adequate.
- E. The written approval of the Committee must be obtained prior to any joint venture agreement, acquisition agreement or similar agreement is executed.
- F. In the case of a joint venture, the joint venture entity must adopt a compliance program and a system of internal accounting controls similar to those of the Company, and any revision to these provisions must require the concurrence of the Committee.

9.7 Payments for Routine Actions and Services. In some circumstances, a payment to a foreign official may qualify under the FCPA's narrow exception for payments to secure routine governmental actions. Such payments may be made for the following actions:

- A. obtaining business permits;
- B. processing governmental papers such as visas;
- C. providing police protection, mail delivery, or scheduling inspections associated with contract performance or the shipment of goods;
- D. providing phone, power or water service, loading and unloading cargo; or
- E. other similar activities which are ordinarily and commonly performed by an official.

Such payments must not be made to induce a government official or employee to ignore his or her lawful duty. Official decisions whether to award new business or continue business with a particular party will never be considered routine governmental action.

Prior to making a payment for routine actions and services, the following procedures must be followed:

A. The Chief Financial Officer must certify in writing that the intended payment is clearly and unequivocally for routine clerical, non-discretionary activities, or to expedite or secure a service or action that the Company is otherwise entitled to, and that the government employee ordinarily performs. If such a payment is intended to expedite a specific activity that is clearly and unequivocally a routine, non-discretionary activity, which is likely to occur on a recurring basis, the Chief Financial Officer may issue a blanket approval in advance for such payment.

B. The Chief Financial Officer must approve the payment in writing.

C. The payment must be properly and accurately recorded in the books and records of the Company.

Payments made to influence a discretionary action would not be deemed to be a facilitating payment, and would be prohibited. Accordingly, payments to secure an action over which the foreign official exercises some discretion, such as obtaining a low duty rate from a customs officer, or obtaining a tax refund, are prohibited.

ARTICLE X: BOOKS AND RECORD KEEPING

The Company's books and records, including those of all foreign subsidiaries, shall at all times be maintained and recorded in compliance with U.S. and local law. Accounting records, expenditures, expense reports, invoices, vouchers, gifts, business entertainment, and any other business expenses must be accurately reported and recorded. False or misleading entries or invoices are prohibited. Compliance with the accounting and internal accounting control procedures of the Company is mandatory.

Any and all payments by or on behalf of the Company may only be made pursuant to existing approvals and other internal control requirements, and only when appropriate supporting documentation exists.

Undisclosed or unrecorded payments or assets are strictly prohibited. No cash transactions (except for petty cash) shall be conducted without the prior written approval of the Company's Chief Financial Officer or a designated representative of the Chief Financial Officer. The internal controls applicable to petty cash shall be reviewed and approved in writing by the Company's Chief Financial Officer.

Failure to adhere to these principles and procedures will result in immediate disciplinary action.

Compliance audits shall be undertaken annually by external auditors. Such audits shall include:

- A. Documenting and evaluating the system of internal accounting controls;
- B. reviewing the transactions and contracts to evaluate compliance with the FCPA and local law; reviewing compliance with the Company's compliance policies;
- C. and offering suggestions for revising and updating the Program.

ARTICLE XI: INDEMNIFICATION

The Company shall indemnify and hold harmless all Committee members and the Chief Compliance Officer to the fullest extent possible (except in circumstances of gross negligence) under applicable laws and the bylaws of the Company.

VOLUME 1
ADDENDUM

1.6 Interblock Group
2019 Annual Report
– Reference to
Interblock Group
2019 Annual Report



ANNUAL REPORT
INTERBLOCK GROUP

For the period from Jan 1, 2019 to Dec 31, 2019

Mengeš, July 2020



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