Supplier Quality Manual	
Document ID:	GL-SM-PRO-1
Revision:	1
Revision Date:	05/21/26
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1. Purpose

This manual defines Brightstar's expectations for supplier quality, performance, and continuous improvement. Its purpose is to ensure suppliers consistently provide products and services that meet contractual, regulatory, security, and customer requirements, in alignment with ISO 9001 principles. This manual is intended to be comprehensive and "all-encompassing", however, certain situations may require clarification or additional guidance. If you have questions regarding any part of this manual, you are encouraged to contact your respective Supplier Quality Engineer.

2. Scope

This Manual applies to all external suppliers to Brightstar including direct material, indirect material, and service providers.

3. References

- ISO 9001:2015 Standard

4. Definitions

- FAI – First Article Inspection, documented verification process to confirm a product meets all specified design and engineering requirements prior to release
- IOR – Inspect on Receipt, process in which incoming materials or products are inspected upon receipt to verify conformance before acceptance or use
- AVL – Approved vendor list, a controlled list of suppliers approved by Brightstar to provide specific goods or services
- BoM – Bill of Materials, a structured list of components required to produce a finished product
- QMS – Quality Management System, a formalized system of policies, processes, and procedures to ensure products & services meet requirements
- SCAR – Supplier Corrective Action Request, a formal request issued by Brightstar requiring a supplier to investigate, contain, and correct a nonconformance and prevent recurrence
- RCCA – Root Cause & Corrective Action, a structured process used to identify the true cause of a problem and implement actions that eliminate the cause and prevent recurrence
- DIVE – A root cause methodology (Define, Investigate, Verify, Ensure) used to systematically analyze issues, implement corrective actions, and sustain improvements.

5. Brightstar Quality Policy & Core Principles

5.1. Quality Policy

- Brightstar is committed to providing total customer satisfaction by meeting or surpassing our customers' needs and expectations. Brightstar's Global Quality

Management System promotes consistent and reliable product quality with quality objectives that support collaborative customer and supplier partnerships. sures resources are available to maintain document and record control

- Brightstar ensures resource availability and understanding of our quality, processes, and objectives for Brightstar employees, suppliers and customers. We measure, review and challenge our quality, processes and objectives to ensure their effectiveness and to drive continual improvement.
- Brightstar is committed to comply with all applicable statutory, regulatory, environmental, quality and customer requirements for the jurisdictions that we serve. We continually improve our process controls and train and develop people to effectively support changing requirements.

5.2. Values That Shape our Culture

- We do the right thing.
  - We act with ethics and integrity. We promote responsible gaming and prioritize sustainability.
- We strive for excellence
  - We take initiative. We are accountable and responsive. We drive innovation for the future of the lottery industry.
- We are one team
  - We respect each other, collaborate and create inclusive teams. We come together across our business to fuel customer growth.

6. Approval of New Suppliers

6.1. Approved Vendor List

- Before doing business, suppliers may be evaluated based on:
  - Quality system maturity
  - Past performance and experience
  - Regulatory and security compliance
  - Financial and operational risk
  - Questionnaire or self-assessment
  - Desk review of certifications
  - On-site or remote audit (risk-based)
- Suppliers must be on Brightstar’s AVL to be able to supply products to Brightstar.

7. Brightstar Expectations of Suppliers

7.1. Certification

7.1.1. Brightstar operates an ISO 9001 certified Quality Management System and applies the principles of total quality, continuous improvement, and responsible business practices throughout its supplier approval and evaluation processes. While ISO 9001 certification is preferred, suppliers without certification may be subject to increased oversight, including more frequent self-assessments and/or audits.

7.2. Quality Management & Operational Control

7.2.1. Maintain documented management systems and process controls to ensure consistent product/service quality, defect prevention, and on-time delivery. Establish clear organizational structures, defined responsibilities, and governance to support effective operations.

7.3. Compliance & Ethical Practices

7.3.1. Comply with all applicable regulatory, statutory, and environmental requirements, as well as ethical, human rights, and labor standards. Suppliers are expected to acknowledge and adhere to Brightstar's Supplier Code of Conduct.

7.4. Training, Safety, & Workforce Engagement

7.4.1. Ensure personnel are appropriately trained and competent, as well as promote a safe and healthy working environment.

7.5. Continuous Improvement & Performance

7.5.1. Drive ongoing improvement through structured quality initiatives, data analysis, corrective actions, and active leadership engagement. Suppliers must provide timely and effective corrective actions when nonconformances occur.

7.5.2. Suppliers are expected to actively pursue continuous improvement by:

- Leveraging data and performance metrics to enhance processes
- Reducing defects, variation, and waste
- Improving efficiency, reliability, and overall performance
- Proactively sharing improvement initiatives and best practices with Brightstar

7.6. Product & Process Requirements

7.6.1. Meet all purchase order, contract, and specification requirements, including adherence to Brightstar Bills of Materials (BoM), Approved Vendor Lists (AVL), and technical specifications. Any deviations require prior written approval.

7.7. Traceability, Documentation & Records Retention

7.7.1. Maintain full product and component traceability. Suppliers shall retain quality records for a minimum of seven (7) years unless otherwise specified by contract or regulatory requirement. Records must be made available to Brightstar within five (5) business days upon request.

7.7.2. All records shall be accurate, retained per applicable requirements, and made available to Brightstar upon request.

7.7.3. Suppliers shall maintain records demonstrating:

- Product and service conformity
- Process control and operational performance

- Inspection, test, and validation activities
- Corrective actions and their effectiveness

7.8. Supplier & Sub-tier Management

7.8.1. Effectively manage sub-suppliers and outsourced processes, ensuring all applicable Brightstar requirements are appropriately flowed down.

7.9. Change Management

7.9.1. Changes shall not be implemented until written approval is received from Brightstar Supplier Quality.

7.9.2. Suppliers must notify Brightstar in advance of changes that could impact quality, performance, delivery, compliance, security, or form/fit/function, including:

- Process or equipment changes
- Material or subcontractor changes
- Facility relocations
- Key personnel changes affecting quality

7.9.3. Changes may require formal approval & First Article Submission prior to implementation

7.9.4. Unauthorized changes to product

- Shipment of any change/deviation request parts without written approval from Brightstar may be rejected and returned to the supplier at the supplier's expense. All additional costs incurred including, but not limited to, handling, shipping, and any impact on Brightstar Operations and/or customers will be the responsibility of the supplier.
- Suppliers are prohibited from implementing changes without prior written approval. Any costs incurred by Brightstar or its customers due to unauthorized changes or failure to meet purchase order requirements may be the sole responsibility of the supplier.

7.9.5. Deviation Requests

- A deviation request is a temporary or short-term request to use product that departs from the design or process defined from the latest approved FAI submission until permanent improvements, corrective actions, or a return to the approved FAI condition takes place. Deviation requests must be recognized as an unfortunate necessity in situations that do not offer other alternatives. This type of change will have the affected quantity of parts, batch number, or serial number range declared on the deviation request form and will expire after such quantity, batch, or serial number is reached. No deviations are permitted without receiving signed approval from Brightstar. Material shipping under deviation shall be identified with a label indicating the deviation and include the Brightstar approval with the shipment.

7.10. Certificate of Conformance (CoC)

7.10.1. CoCs must be attached to the packing list, & contain the following information:

- Brightstar part number with revision(s)
- Part description
- Batch / Lot number(s)
- Quantity
- Purchase Order number
- Supplier name & address
- Name & title of person completing the form
- Signature

7.11. Nonconformance & Corrective Action

7.11.1. Suppliers are fully responsible for conducting thorough RCCA investigations

7.11.2. Root causes must be validated with evidence and not limited to symptom identification.

7.11.3. SCAR Response expectations

- Acknowledge SCAR receipt within 1 business day
- Provide containment actions and complete the Define phase within 3 business days
- Submit a completed SCAR (DIVE format) within 28 calendar days

7.11.4. All nonconforming material must be clearly identified, documented, and segregated to prevent unintended use, with access to quarantine areas controlled

7.11.5. SCAR Extension(s):

- If an investigation is expected to exceed 28 days, suppliers must notify Brightstar and provide status updates every 5 business days until closure. Any additional information requested by Brightstar must be provided within 2 business days.
- Failure to meet these requirements may result in increased oversight, suspension of deliveries, or loss of approved supplier status.

7.11.6. SCAR Form

- Suppliers shall utilize the Brightstar SCAR form and follow the DIVE methodology (Define, Investigate, Verify, Ensure).
- Supplemental documentation, including a suppliers own CAR form may be included as needed.

7.11.7. Suppliers are responsible for all costs arising from nonconforming products managed by Brightstar (including at Brightstar, third-party, or customer locations), including but not limited to:

- Containment, sorting, and inspection (including third-party services)
- Rework, scrap, and replacement products
- Freight, premium transportation, and logistics costs
- Brightstar labor and administrative efforts

- Customer chargebacks and claims attributable to supplier nonconformance

7.12. Access for Verification

7.12.1. Provide reasonable access to facilities, personnel, processes, work areas, and applicable documented information for the purpose of evaluating compliance, including audits and inspections.

7.13. Gages

7.13.1. Gauges and inspection or special processing equipment shall be properly calibrated and maintained with full traceability to NIST or other internationally recognized standards.

7.14. Sustainability

7.14.1. Suppliers may be required to participate in ESG assessments or provide evidence of sustainability practices.

7.15. Performance Monitoring

7.15.1. Suppliers are responsible for reviewing, acknowledging, and monitoring their performance as communicated through Brightstar supplier scorecards.

7.15.2. Suppliers may be required to submit performance improvement plans based on scorecard results

7.15.3. Suppliers shall proactively address performance gaps and implement corrective actions as needed

7.15.4. Failure to maintain acceptable performance may impact supplier approval status.

7.16. Information Security

7.16.1. Suppliers shall protect the confidentiality, integrity, and availability of Brightstar information and systems.

7.16.2. Suppliers shall promptly report any actual or suspected security incidents and ensure controls are applied across their operations and supply chain.

7.17. Product Safety & Compliance

7.17.1. Suppliers shall ensure all products and services meet applicable regulatory, safety, and contractual requirements.

7.17.2. Suppliers shall proactively identify, control, and communicate any risks or issues that may impact product safety or compliance.

7.17.3. Suppliers shall identify safety-critical components, ensure regulatory compliance, and support required product safety assessments and certification activities.

7.18. First Article Expectations

7.18.1. The purpose of the FAI is to provide objective evidence that all engineering design and specification requirements are properly understood, accounted for, verified, and documented.

7.18.2. FAI documentation must demonstrate 100% verification of all drawing characteristics.

7.18.3. FAI Submissions come with the following expectations:

- Suppliers are required to provide First Article samples and supporting documentation.
- The supplier provides FAI samples at no additional cost. In cases where this is not feasible, any associated costs must be disclosed and agreed upon in advance by Brightstar.
- Documentation shall be in English and available upon request.
- Prior to delivering production parts, suppliers must submit and receive Brightstar approval on first article part submissions.
- Suppliers shall perform FAI using production-intent processes and are responsible for its accuracy and completeness.
- All FAI submissions shall submitted using the Brightstar FAI Submission Checklist workbook (GL-QA-F-2)
- Supplier provides notification to Brightstar Procurement & Supplier Quality at least 5 days prior to FAI initiation for any changes affecting form, fit, function, safety, or reliability.
- Suppliers are responsible for ensuring FAI completion for all assemblies, components, and subcontracted work.
- Supplier to resolve all nonconformances with corrective action prior to FAI closure; revalidation is required for affected characteristics.

7.18.4. FAI Submissions shall be submitted for:

- new products
- site changes
- sub-supplier changes
- design/process changes
- existing product with production gaps >24 months

7.19. Incoming Quality Verification

7.19.1. Suppliers shall ensure all products meet defined acceptance criteria prior to shipment and support incoming inspection requirements, including agreed sampling methods where applicable.

7.20. Packaging & Labeling

7.20.1. Suppliers shall ensure products are properly packaged, labeled, and handled to prevent damage, contamination, or deterioration during storage and shipment.

7.20.2. Suppliers shall comply with all specified labeling, identification, and shipping requirements to ensure traceability and accurate receipt.

7.21. Supplier Audits

7.21.1. Suppliers Shall:

- Provide reasonable access to facilities, personnel, processes, and applicable records required to evaluate compliance
- Ensure relevant records are accurate, current, and readily available for review
- Support audit activities in a timely, transparent, and cooperative manner
- Flow down applicable requirements to sub-tier suppliers and support audit access where contractually applicable
- Notify Brightstar of significant changes that may impact product or service quality, including changes to processes, manufacturing location, ownership, key personnel, or Quality Management System
- Make reasonable accommodation to ensure Brightstar product is available for review during site visits, including access to products in production when applicable for audit or inspection activities.

7.21.2. When addressing audit nonconformances, suppliers are expected to:

- Implement immediate containment where necessary
- Perform root cause analysis
- Define and implement corrective actions with clear timelines
- Provide objective evidence of implementation and effectiveness

7.21.3. For remote audits, suppliers shall ensure access to required personnel, records, and visual evidence. Supporting documentation may be requested in advance to facilitate effective audit execution.

7.21.4. All information obtained during audits will be handled in accordance with applicable confidentiality agreements.

7.21.5. Suppliers are expected to protect Brightstar confidential information shared during audit activities.

8. Brightstar Responsibilities

8.1. Brightstar Expectations:

- Define clear requirements at time of sourcing and ordering
- Select suppliers based on risk, capability, and performance
- Monitor supplier performance using defined metrics

- Communicate issues promptly and objectively
- Work collaboratively with suppliers to drive improvement

8.2. Nonconformance & Corrective Action

8.2.1. Brightstar may issue a SCAR when a nonconformance is identified in a supplier's product or service. In certain cases, Brightstar may request documented RCCA evidence in lieu of issuing a formal SCAR.

8.2.2. Brightstar will notify the supplier of a nonconformance in a timely manner through appropriate channels (SCAR email), including relevant details such as the decription of the issue, affected product, and supporting evidence

8.2.3. Brightstar will define containment requirements when applicable

8.2.4. Brightstar will evaluate supplier responses for adequacy, including verification that root cause has been efective identified and corrective actions address the issue.

8.2.5. Brightstar will verify implementation and effectiveness of corrective actions, which may include follow-up audits, performance monitoring, or additional inspections.

8.2.6. Brightstar will instruct supply base of DIVE methodology and share applicable forms for completing SCAR requests.

8.2.7. Brightstar may increase oversight, suspend deliveries, or disqualify approved supplier status for suppliers failing to meet SCAR requirements.

8.2.8. Brightstar reserves the right to recover, in whole or in part, costs incurred as a result of supplier-related nonconformances, including those associated with corrective actions or customer deviation requests

8.2.9. Brightstar reserves the right to issue a formal chargeback notification prior to recovery.

8.2.10. Determination of cost recovery is at the discretion of Brightstar's Finance Department and Buyer(s) of Record.

8.3. Site Access

8.3.1. When audit or source inspection activities require access to a supplier's or sub-tier supplier's facility, Brightstar will provide reasonable advance notice and coordinate site visits accordingly.

8.4. Manual Revision

8.4.1. Changes to the Brightstar Supplier Quality Manual will be made available on the Brightstar Lottery Supplier portal: [Suppliers | Brightstar Lottery]

8.5. Sustainabile Procurement Program

8.5.1. Source environmentally responsible and energy-efficient products and services that support the achievement of our environmental goals. This is accomplished by:

- Complying with all applicable laws and regulations in the countries where Brightstar operates
- Promoting responsible economic, social, ethical, and environmental business practices
- Identifying and mitigating risks within the procurement process
- Engaging suppliers and stakeholders to increase awareness and alignment with this policy
- You can learn more about our sustainability efforts from our annual Sustainability Report.

8.6. Audit Rights & Performance Monitoring

8.6.1. Brightstar reserves the right to assess and monitor supplier performance and compliance to ensure continued alignment with quality, regulatory, and contractual requirements. This includes the right to:

- Conduct audits (on-site or remote) of supplier and applicable sub-tier supplier facilities
- Review records and documented information related to products or services supplied to Brightstar
- Evaluate the effectiveness of the supplier's Quality Management System and associated processes
- Verify implementation and effectiveness of corrective actions
- Assess controls over outsourced processes and sub-tier supplier management
- Confirm compliance with applicable statutory, regulatory, customer-specific, and contractual requirements

8.6.2. Audit scope, type, and frequency are determined using a risk-based approach, considering factors such as product or service criticality, supplier performance, certification status, audit history, nonconformance trends, and potential customer impact.

8.6.3. Audit Types:

- Initial qualification audits
- Routine surveillance audits
- For-cause audits (performance issues, significant nonconformance)
- Remote audits
- On-site audits
- Follow-up audits to verify closure and effectiveness of corrective actions
- Special audits related to process changes, manufacturing transfers, or regulatory / customer requirements

8.6.4. Audit findings will be documented and communicated to the supplier.

8.6.5. Brightstar reserves the right to verify corrective actions through follow-up audits, document review, or performance monitoring. Failure to adequately address audit findings may result in increased oversight, probationary status, suspension of business, or disqualification.

8.6.6. Supplier performance is monitored through Supplier Scorecards using risk appropriate metrics including Quality, Delivery, Service, & Customer Disruption categories. Measures may include:

- Supplier Corrective Action Requests & SCAR Responsiveness
- On-time delivery
- Communication effectiveness
- Disruption events
- Contract manufacturers are additionally evaluated on First Pass Yield

8.6.7. Scorecards are issued to key suppliers on a quarterly basis and scored as follows:

- A (100 – 90)
- B (89-80)
- C (79-70)
- D (<70)

8.6.8. Suppliers who fall below a B rating may be required to participate in a Quality Metric Review (QMR) and may be subject to increased oversight, corrective actions, or potential probation/disqualification based on performance.

8.7. Incoming Quality Verification

8.7.1. Brightstar reserves the right to inspect and reject nonconforming product at receipt, and suppliers are responsible for disposition and corrective action.

9. Escalation & Business Impact

9.1. Quality & Performance Issues

9.1.1. Significant or recurring quality or performance issues may result in:

- Escalation to supplier management and executive leadership
- Implementation of controlled shipping at the supplier’s expense to ensure containment and verification of product quality
- Enhanced oversight, including increased inspection, reporting, and audit frequency
- Business hold, reduced sourcing allocation, or new business restrictions
- Application of contractual remedies, up to and including supplier disqualification

10. Supplier Acceptance of Requirements

10.1. Supplier Quality Manual Review

10.1.1. Suppliers are required to review and comply with all applicable requirements defined within this Supplier Quality Manual.

10.1.2. Acceptance of a Brightstar purchase order, contract, or agreement constitutes the supplier's full acceptance of and commitment to comply with the requirements outlined in this manual.

10.1.3. Brightstar reserves the right to update this manual as necessary, and suppliers are responsible for ensuring they are working to the latest applicable revision.

10.2. Request for deviation / exception subject to approval

10.2.1. Any requirements not accepted, or requests for deviation to the requirements in the Brightstar Supplier Quality Manual, must be formally submitted in writing and clearly documented within the supplier's self-assessment or contractual agreement. Such requests will be reviewed and approved by Brightstar based on business risk and impact.

11. Revision History

Revision	Date	Description of change
1	6/25/26	Initial Release