

**WYNN RESORTS, LIMITED**  
**Permitted Disclosures Policy**

Nothing in any Wynn employee handbook, employee policy manual, employment agreement, offer letter, grant agreement, award agreement or other employment-related confidentiality or non-disparagement agreement with Wynn (each a "Wynn Agreement") shall prohibit or restrict any Wynn employee from:

- i. filing a charge or complaint with any federal, state or local governmental agency, legislative body, regulatory body or self-regulatory organization (each an "Agency");
- ii. initiating communications with, or responding to any inquiry from, any Agency regarding any good faith concerns about possible violations of law or regulation, including providing documents or other information, without notice to Wynn;
- iii. making any disclosure of relevant and necessary information or documents in any action, investigation, or proceeding as required by law or legal process, including with respect to possible violations of laws, without notice to Wynn;
- iv. participating, cooperating, or testifying in any action, investigation, or proceeding with, or providing information to, any Agency, and/or pursuant to the Sarbanes-Oxley Act including providing documents or other information, without notice to Wynn; and/or
- v. seeking, obtaining, or accepting any U.S. Securities and Exchange Commission awards.

In addition, pursuant to 18 U.S.C. §1833(b), employees will not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret of Wynn that (i) is made (x) in confidence to a federal, state, or local government official, either directly or indirectly, or to their attorney and (y) solely for the purpose of reporting or investigating a suspected violation of law; or (ii) is made in a complaint or other document that is filed under seal in a lawsuit or other proceeding. If an employee files a lawsuit for retaliation by Wynn for reporting a suspected violation of law, the employee may disclose the trade secret to their attorney and use the trade secret information in the court proceeding, if the employee files any document containing the trade secret under seal, and does not disclose the trade secret, except pursuant to court order. Nothing in this policy or any Wynn Agreement is intended to conflict with 18 U.S.C. §1833(b) or create liability for disclosures of trade secrets that are expressly allowed by such section.

For the sake of clarity, none of the above-described conduct shall be deemed to be a breach of any provisions of any Wynn Agreement, including, but not limited to, any confidentiality and/or non-disparagement provisions.

If you have any questions regarding this Permitted Disclosures Policy, please contact the Wynn Legal Department.