

COURT OF APPEAL FOR ONTARIO

IN THE MATTER OF A REFERENCE to the Court of Appeal pursuant to section 8 of the *Courts of Justice Act*, RSO 1990, c. C.34, by Order-in-Council 210/2024 respecting permitting international play in an online provincial lottery scheme

RECORD OF THE ATTORNEY GENERAL OF ONTARIO

Volume 1 of 2

May 31, 2024

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TAB 1



Ontario

**Executive Council of Ontario
Order in Council**

On the recommendation of the undersigned, the Lieutenant Governor of Ontario, by and with the advice and concurrence of the Executive Council of Ontario, orders that:

**Conseil exécutif de l'Ontario
Décret**

Sur la recommandation de la personne soussignée, le lieutenant-gouverneur de l'Ontario, sur l'avis et avec le consentement du Conseil exécutif de l'Ontario, décrète ce qui suit :

WHEREAS

Part VII of the *Criminal Code* creates a number of offences related to gaming and betting.

Section 207(1)(a) of the *Criminal Code* provides that notwithstanding any of the provisions of Part VII relating to gaming and betting, "it is lawful for the government of a province, either alone or in conjunction with the government of another province, to conduct and manage a lottery scheme in that province, or in that and the other province, in accordance with any law enacted by the legislature of that province."

iGaming Ontario has been established as a Crown agent to conduct and manage legal online gaming and sports betting as provided through prescribed lottery schemes in accordance with the *Criminal Code* and the *Gaming Control Act, 1992*, and the regulations made under those Acts. iGaming Ontario does this pursuant to and in accordance with the *Alcohol and Gaming Commission of Ontario Act, 2019*, the *Gaming Control Act, 1992*, and Ontario Regulations 722/21 and 78/12 (collectively, the "Gaming Control Legislation").

Legal online gaming and sports betting benefits the public by providing a lawful alternative to the illicit gaming market; by providing measures to mitigate against the harms associated with gaming and betting (including money laundering, fraud, and addiction); by facilitating greater consumer choice; and by generating public revenue.

Players participating in legal online gaming and sports betting must be located in Ontario and are not entitled to participate in games or betting involving players located outside of Ontario. Some individuals in Ontario continue to access internet gaming and betting schemes which are not conducted and managed by iGaming Ontario and which involve players located outside of Ontario.

By permitting players participating in legal online gaming and sports betting to participate in games and betting involving players located outside of Canada, Ontario could channel players away from unlawful gaming and betting schemes operating without any oversight into a lawful alternative that is conducted and managed by the province. Ontario's conduct and management of the scheme as it operates in this province would ensure that the public interest is secured through greater protections for players and the broader public, as well as the generation of revenue for the public purse.

While Ontario would like to permit players participating in legal online gaming and sports betting to participate in games and betting involving players outside of Canada, there is uncertainty about whether doing so would be consistent with the requirements of the *Criminal Code* as they have been interpreted to date.

It is in the public interest that the issue of whether an online lottery scheme conducted and managed by a province which permits its users to participate in games and sports betting involving players outside of Canada is lawful under the *Criminal Code* be settled authoritatively as soon as possible.

THEREFORE, there be referred to the Court of Appeal for Ontario for hearing and consideration pursuant to section 8 (1) of the *Courts of Justice Act*, R.S.O. 1990, c. C.43 the following question:

1. Would legal online gaming and sports betting remain lawful under the *Criminal Code* if its users were permitted to participate in games and betting involving individuals outside of Canada as described in the attached Schedule? If not, to what extent?

ATTENDU QUE

La partie VII du *Code criminel* établit un certain nombre d'infractions liées aux jeux et aux paris.

L'alinéa 207(1)(a) du *Code criminel* prévoit que, malgré les dispositions de la partie VII relatives aux jeux et aux paris, « le gouvernement d'une province, seul ou de concert avec celui d'une autre province, peut mettre sur pied et exploiter une loterie dans la province, ou dans celle-ci et l'autre province, en conformité avec la législation de la province ».

Jeux en ligne Ontario a été établie à titre d'organisme de la Couronne pour diriger et gérer des jeux et des paris sportifs en ligne légaux fournis par une loterie conformément au *Code criminel* et à la *Loi de 1992 sur la réglementation des jeux* et aux règlements pris en vertu de ces lois. Jeux en ligne Ontario exerce ses activités aux termes de la *Loi de 2019 sur la Commission des alcools et des jeux de l'Ontario*, de la *Loi de 1992 sur la réglementation des jeux* et des *Règlements de l'Ontario 722/21* et *78/12* (collectivement, la « législation sur la réglementation des jeux ») et conformément à ceux-ci.

Les jeux et les paris sportifs en ligne légaux profitent au public en offrant une solution de rechange légale au marché des jeux illicites, en prévoyant des mesures visant à atténuer les méfaits associés aux jeux et aux paris (notamment le blanchiment d'argent, la fraude et la dépendance), en facilitant le choix des consommateurs et en générant des recettes publiques.

Les joueurs qui participent à des jeux et à des paris sportifs en ligne légaux doivent être situés en Ontario et n'ont pas le droit de participer à des jeux ou des paris auxquels prennent part des joueurs situés à l'extérieur de l'Ontario. Certaines personnes en Ontario continuent d'avoir accès à des jeux et des paris sur Internet qui ne sont pas dirigés et gérés par Jeux en ligne Ontario et auxquels participent des joueurs situés à l'extérieur de l'Ontario.

En permettant aux joueurs qui participent à des jeux et paris sportifs en ligne légaux de participer à des jeux et paris auxquels prennent part des joueurs situés à l'extérieur du Canada, l'Ontario pourrait détourner les joueurs des jeux et des paris illégaux exploités sans aucune surveillance en leur offrant une solution de rechange légale dirigée et gérée par la Province. La direction et la gestion du système

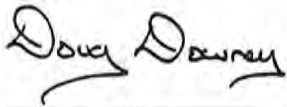
par l'Ontario, tel qu'il fonctionne dans cette province, veillerait au respect de l'intérêt public grâce à une protection accrue des joueurs et du grand public, ainsi que par la génération de revenus pour le trésor public.

Bien que l'Ontario souhaite permettre aux joueurs qui participent à des jeux et à des paris sportifs en ligne légaux de participer à des jeux et des paris auxquels prennent part des joueurs de l'extérieur du Canada, il n'est pas certain que cela serait conforme aux exigences du *Code criminel* telles qu'elles ont été interprétées jusqu'à présent.

Il est dans l'intérêt public de régler dès que possible et de manière définitive la question à savoir si une loterie en ligne dirigée et gérée par une Province qui permet à ses utilisateurs de participer à des jeux et des paris sportifs auxquels prennent part des joueurs de l'extérieur du Canada est légale en vertu du *Code criminel*.

PAR CONSÉQUENT, la question qui suit est renvoyée à la Cour d'appel de l'Ontario pour examen, en vertu du paragraphe 8 (1) de la *Loi sur les tribunaux judiciaires*, L.R.O. 1990, ch. C.43 :

1. Les jeux et paris sportifs en ligne légaux demeureraient-ils légaux en vertu du *Code criminel* si ses utilisateurs étaient autorisés à participer à des jeux et paris auxquels prennent part des personnes de l'extérieur du Canada, comme il est décrit dans l'annexe ci-jointe? Sinon, dans quelle mesure?



Recommended: Attorney General

Recommandé par : le procureur général



Concurred: Chair of Cabinet

Appuyé par : la présidence du Conseil des ministres

Approved and Ordered: FEB 02 2024
Approuvé et décrété le :



Lieutenant Governor
La lieutenant-gouverneure

Schedule

The role of iGaming Ontario

iGaming Ontario conducts and manages legal internet gaming and sports betting in Ontario when provided through private sector Operators. iGaming Ontario enters into agreements with private sector Operators pursuant to which those Operators act on behalf of and as agents for iGaming Ontario. In this capacity, the Operators offer internet games, including games of chance and mixed chance and skill played for money, as well as sports betting, on behalf of iGaming Ontario to individuals physically located in Ontario. These individuals access games and sports betting by registering for and logging into an electronic channel (for example, a gaming application or website) maintained by the operator ("**iGO Site**"). Players who are not physically located in Ontario are not permitted to participate in these games or sports betting.

iGaming Ontario is the operating mind of the iGO Sites and conducts and manages them pursuant to the Gaming Control Legislation, its operating agreements and the iGaming Ontario Policies ("**iGO policies**") made thereunder.

The role of Operators

Operators and their suppliers apply for registration by the AGCO pursuant to the *Gaming Control Act, 1992*.

The AGCO will only register those Operators who act with honesty; integrity; in accordance with the law; and in the public interest. In assessing the eligibility of an operator for registration, the AGCO will carry out risk assessments and conduct due diligence investigations, including assessments of each Operator's character, financial history, and competence, in accordance with section 9 of the *Gaming Control Act, 1992*.

iGaming Ontario, as the operating mind of the lottery scheme, only enters into agreements with Operators that meet its stringent requirements, including those governing anti-money laundering measures; player risk assessment; system standards; security; and insurance.

In operating iGO Sites as agents of iGaming Ontario, Operators are responsible for complying with the terms of their operating agreements with iGaming Ontario and the iGO policies; the terms and conditions of registration by the AGCO; the standards established by the Registrar of the AGCO; any other applicable standards and requirements, in accordance with section 22 of the *Gaming Control Act, 1992*; as well as all applicable law.

Internet gaming with international play

Under this model, players in Ontario will be able to participate in peer-to-peer games, including games of chance and mixed chance and skill played for money, and sports betting, involving players outside of Canada. Players located outside of Ontario but within Canada would not be permitted to participate in games or betting in the absence of an agreement between Ontario and the province or territory in which those players are located.

Players physically located in Ontario will continue to access games and sports betting through iGO Sites. Players outside of Canada would access games and sports betting through the Operator's gaming application or website available in their jurisdiction (the "**International Site**").

iGaming Ontario will continue to conduct and manage the iGO Sites through its agents, the Operators. However, operators would not act as agents of iGaming Ontario in operating the International Sites. Those sites, along with the players using them, would be subject to the relevant jurisdiction's legal and regulatory regime.

In particular, and among others, the following key aspects of iGaming Ontario's conduct and management of the iGO Sites would remain but would not apply to International Sites:

- **Player management:** iGaming Ontario would continue to ensure the identity, legal age, and eligibility of players located in Ontario.
- **Gaming funds:** iGaming Ontario would continue to maintain control and oversight of wagering and payouts to players located in Ontario. iGaming Ontario will also continue to control the gross gaming revenue ("GGR") accruing from the operation of the iGO Sites, including requiring that GGR be kept separate from the Operator's other funds, including in respect of operations outside of Canada, and providing that GGR is the sole and absolute property of iGaming Ontario until iGO pays the Operators their defined revenue share.
- **Game Eligibility and Rules of Play:** iGaming Ontario will continue to determine the games which may be offered to players in Ontario through iGO Sites. iGO will also retain the ability to establish a maximum rake for the peer-to-peer games played on iGO sites. The AGCO's standards governing rules of play will continue to apply.
- **Technology:** iGaming Ontario will retain a royalty-free right and licence to use each Operator's intellectual property, including technology assets, in relation to players in Ontario. Operators would not be obligated to locate their technology assets in Ontario.
- **Data:** iGaming Ontario will retain full and unrestricted access and control of all gaming data; player registration; and transaction data as it relates to players in Ontario. iGaming Ontario will ensure sensitive data associated with players in Ontario is secured and protected from unauthorized access.
- **Branding and Marketing:** iGO Sites will continue to prominently display the iGaming Ontario logo. Operators must comply with iGaming Ontario's policies and directions regarding marketing and advertising.
- **Audit and oversight:** iGaming Ontario will retain the right to audit and inspect Operators' books of accounts and other records, materials, information, and data as they relate to the operation of the iGO Site during the term of the agreements with Operators and for a period of seven years thereafter.

iGaming Ontario will retain the right to audit and inspect all aspects of an Operator's security regime as it relates to the operation of an iGO Site.

iGaming Ontario and the Financial Transactions and Reports Analysis Centre of Canada will maintain the right to conduct audits and inspections of operators to ensure compliance with iGaming Ontario's requirements and the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act*.

Jeux en ligne Ontario est l'âme dirigeante des sites iGO et les dirige et les gère conformément à la législation sur la réglementation des jeux et à ses ententes d'exploitation et politiques connexes (« **politiques d'iGO** »).

Le rôle des exploitants

Les exploitants et leurs fournisseurs présentent une demande d'inscription à la CAJO en vertu de la *Loi de 1992 sur la réglementation des jeux*.

La CAJO n'inscrira que les exploitants qui agissent avec honnêteté, intégrité, conformément à la loi et dans l'intérêt public. Lorsqu'elle évalue l'admissibilité d'un exploitant à l'inscription, la CAJO procède à des évaluations des risques et effectue des enquêtes de diligence raisonnable, notamment des évaluations de la moralité, des antécédents financiers et de la compétence de chaque exploitant, conformément à l'article 9 de la *Loi de 1992 sur la réglementation des jeux*.

Jeux en ligne Ontario, en tant qu'âme dirigeante du système de loterie, ne conclut des ententes qu'avec les exploitants qui satisfont à ses exigences strictes, notamment celles qui régissent les mesures de lutte contre le blanchiment d'argent, l'évaluation des risques pour les joueurs, les normes du système, la sécurité et l'assurance.

En exploitant des sites iGO en tant qu'agents de Jeux en ligne Ontario, les exploitants sont responsables de se conformer aux modalités de leurs ententes d'exploitation avec Jeux en ligne Ontario et aux politiques d'iGO, aux modalités et conditions d'inscription de la CAJO, aux normes établies par le registraire de la CAJO, et à toutes autres normes et exigences applicables, conformément à l'article 22 de la *Loi de 1992 sur la réglementation des jeux*, ainsi que toute loi applicable.

Jeux sur Internet au niveau international

En vertu de ce modèle, les joueurs de l'Ontario pourront participer à des jeux entre pairs, notamment des jeux de hasard et des jeux où se mêlent le hasard et l'adresse et où l'on joue de l'argent, ainsi que des paris sportifs, auxquels prennent part des joueurs de l'extérieur du Canada. Les joueurs situés à l'extérieur de l'Ontario, mais au Canada ne seraient pas autorisés à participer à des jeux ou à des paris en l'absence d'une entente entre l'Ontario et la province ou le territoire où ces joueurs sont situés.

Les joueurs physiquement situés en Ontario pourront continuer d'accéder aux jeux et aux paris sportifs par l'intermédiaire des sites iGO. Les joueurs de l'extérieur du Canada auraient accès aux jeux et aux paris sportifs par l'intermédiaire de l'application de jeu ou du site Web de l'exploitant disponible sur leur territoire (le « **site international** »).

Jeux en ligne Ontario continuera de diriger et de gérer les sites iGO par l'entremise de ses agents, les exploitants. Toutefois, les exploitants n'agiraient pas à titre de mandataires de Jeux en ligne Ontario dans le cadre de l'exploitation des sites internationaux. Ces sites, ainsi que les joueurs qui les utilisent, seraient soumis au régime juridique et réglementaire du territoire concerné.

En particulier, et entre autres, les principaux aspects suivants de la direction et de la gestion des sites iGO par Jeux en ligne Ontario demeurerait en vigueur, mais ne s'appliqueraient pas aux sites internationaux :

- **Gestion des joueurs** : Jeux en ligne Ontario continuerait de vérifier l'identité, l'âge légal et l'admissibilité des joueurs situés en Ontario.
- **Fonds de jeu** : Jeux en ligne Ontario continuerait de contrôler et de surveiller les paris et les paiements associés aux joueurs situés en Ontario. Jeux en ligne Ontario continuera également de contrôler les revenus bruts tirés des jeux (RBJ) découlant de l'exploitation des sites iGO, entre autres en exigeant que les RBJ soient conservés séparément des autres fonds de l'exploitant, notamment en ce qui concerne les activités à l'extérieur du Canada, et en prévoyant que les RBJ soient la propriété exclusive et absolue de Jeux en ligne Ontario jusqu'à ce qu'iGO verse aux exploitants leur part de revenus déterminée.
- **Admissibilité aux jeux et règles de jeu** : Jeux en ligne Ontario continuera de déterminer les jeux qui peuvent être offerts aux joueurs de l'Ontario par l'entremise des sites iGO. iGO conservera également la capacité d'établir une commission maximale pour les jeux entre pairs joués sur les sites iGO. Les normes de la CAJO régissant les règles de jeu continueront de s'appliquer.
- **Technologie** : Jeux en ligne Ontario conservera un droit et une licence libres de redevances pour utiliser la propriété intellectuelle de chaque exploitant, y compris les actifs technologiques, en lien avec des joueurs en Ontario. Les exploitants ne seraient pas tenus de conserver leurs actifs technologiques en Ontario.
- **Données** : Jeux en ligne Ontario conservera un accès et un contrôle totaux et sans restriction de toutes les données de jeu, de l'inscription des joueurs et des données sur les transactions relatives aux joueurs en Ontario. Jeux en ligne Ontario veillera à ce que les données sensibles associées aux joueurs en Ontario soient sécurisées et protégées contre tout accès non autorisé.
- **Image de marque et marketing** : Les sites iGO continueront d'afficher bien en évidence le logo de Jeux en ligne Ontario. Les exploitants doivent se conformer aux politiques et directives de Jeux en ligne Ontario en matière de marketing et de publicité.
- **Vérification et surveillance** : Jeux en ligne Ontario conservera le droit de vérifier et d'inspecter les livres comptables et autres dossiers, documents, renseignements et données des exploitants en lien avec l'exploitation du site iGO pendant la durée des ententes avec les exploitants et pendant une période de sept ans par la suite.

Jeux en ligne Ontario conservera le droit de vérifier et d'inspecter tous les aspects du régime de sécurité d'un exploitant en ce qui a trait à l'exploitation d'un site iGO.

Jeux en ligne Ontario et le Centre d'analyse des opérations et déclarations financières du Canada conserveront le droit d'effectuer des vérifications et des inspections des exploitants afin de s'assurer de la conformité aux exigences de Jeux en ligne Ontario et à la *Loi sur le recyclage des produits de la criminalité et le financement des activités terroristes*.

Séparément, la CAJO continuera d'exercer une surveillance réglementaire indépendante sur Jeux en ligne Ontario, les exploitants et leurs fournisseurs. Ce pouvoir de surveillance comprendra la capacité de mener des activités d'assurance de la conformité, notamment des

vérifications, des inspections et la collecte de données ciblées auprès des exploitants et des fournisseurs.

- **Service à la clientèle** : Les programmes établis de service à la clientèle et de règlement des différends se poursuivront au profit des joueurs qui utilisent les sites iGO, et toute conclusion à laquelle parvient Jeux en ligne Ontario aura force exécutoire pour l'exploitant relativement à une question de service à la clientèle ou à un différend. Toute contestation de la part d'un joueur ontarien concernant le *Code criminel* ou la législation sur la réglementation des jeux doit être réglée par le tribunal provincial ou fédéral compétent en Ontario.
- **Lutte contre le blanchiment d'argent** : Jeux en ligne Ontario maintiendra de solides programmes de lutte contre le blanchiment d'argent et le financement du terrorisme sur les sites iGO, notamment en veillant à ce que les exploitants se conforment à la politique d'iGO sur la détection, la prévention et la dissuasion en matière de blanchiment d'argent potentiel.
- **Jeu responsable** : Jeux en ligne Ontario maintiendra des initiatives rigoureuses de jeu responsable sur ses sites, notamment en exigeant que les exploitants obtiennent une accréditation « JR vérifié » du Conseil du jeu responsable et tiennent un registre d'autoexclusion des jeux en ligne pour les joueurs de l'Ontario. Les normes de la CAJO interdisant certains types de prime et d'incitation continueront de s'appliquer.
- **Anti-tricherie** : Les normes de la CAJO régissant les mesures anti-tricherie sur les sites iGO et sur les jeux qui y sont accessibles continueront de s'appliquer. Ces normes comprennent la présence de mesures visant à dissuader, prévenir et détecter la tricherie, enquêter sur les plaintes de tricherie déposées par des joueurs en Ontario et aviser le détachement de la PPO de la CAJO des incidents de tricherie en vue d'une éventuelle enquête criminelle.
- **Surveillance, suspension et résiliation** : iGO continuera de surveiller la conformité des exploitants à ses exigences, et pourra suspendre ou résilier, à sa seule et entière discrétion, l'entente d'un exploitant si celui-ci ne respecte pas ses obligations.

Separately, the AGCO will continue to have independent regulatory oversight of iGaming Ontario, Operators, and their suppliers. This oversight authority will include the ability to conduct compliance assurance activities, including audits, inspections, and the gathering of targeted data from operators and suppliers.

- **Customer Care:** Established customer care and dispute resolution programs will continue to operate for the benefit of players using iGO Sites, and any finding by iGaming Ontario will be binding on an Operator in respect of a customer care issue or a dispute. Any dispute by an Ontario player relating to the *Criminal Code* or the Gaming Control Legislation must be resolved in the provincial or federal court of competent jurisdiction in Ontario.
- **Anti-Money Laundering:** iGaming Ontario will maintain robust anti-money laundering and terrorist financing (“AML”) programs on iGO Sites, including ensuring that Operators comply with iGO’s AML policy on the detection, prevention, and deterrence of potential money laundering.
- **Responsible Gambling:** iGaming Ontario will maintain rigorous responsible gambling initiatives on iGO Sites, including requiring that operators obtain accreditation with the Responsible Gambling Council’s “RG Check” program and maintain an iGaming self-exclusion registry for players in Ontario. The AGCO’s standards prohibiting certain types of bonusing and inducements will continue to apply.
- **Anti-cheating:** The AGCO’s standards governing anti-cheating measures on iGO Sites and the games accessible therein will continue to apply. These standards include the presence of measures to deter, prevent and detect cheating; to investigate complaints of cheating made by players in Ontario; and to notify the AGCO’s OPP detachment of incidents of cheating for possible criminal investigation.
- **Monitoring, Suspension and Termination:** iGO will maintain sole and absolute discretion regarding the monitoring of Operators for compliance with its requirements, and may suspend and/or terminate the Operating Agreement if the Operator does not comply with its obligations.

Annexe

Le rôle de Jeux en ligne Ontario

Jeux en ligne Ontario dirige et gère des jeux et des paris sportifs sur Internet légaux en Ontario lorsqu'ils sont offerts par l'intermédiaire d'exploitants privés. Jeux en ligne Ontario conclut des ententes avec des exploitants privés en vertu desquelles ces exploitants agissent au nom et à titre de mandataires de Jeux en ligne Ontario. À ce titre, les exploitants offrent des jeux sur Internet, notamment des jeux de hasard et des jeux où se mêlent le hasard et l'adresse et où l'on joue de l'argent, ainsi que des paris sportifs, pour le compte de Jeux en ligne Ontario à des personnes physiquement situées en Ontario. Ces personnes accèdent aux jeux et paris sportifs en s'inscrivant et en se connectant à un canal électronique (par exemple, une application de jeu ou un site Web) géré par l'exploitant (« site iGO »). Les joueurs qui ne sont pas physiquement situés en Ontario ne sont pas autorisés à participer à ces jeux ou paris sportifs.

TAB 2

Schedule

The role of iGaming Ontario

iGaming Ontario conducts and manages legal internet gaming and sports betting in Ontario when provided through private sector Operators. iGaming Ontario enters into agreements with private sector Operators pursuant to which those Operators act on behalf of and as agents for iGaming Ontario. In this capacity, the Operators offer internet games, including games of chance and mixed chance and skill played for money, as well as sports betting, on behalf of iGaming Ontario to individuals physically located in Ontario. These individuals access games and sports betting by registering for and logging into an electronic channel (for example, a gaming application or website) maintained by the operator ("**iGO Site**"). Players who are not physically located in Ontario are not permitted to participate in these games or sports betting.

iGaming Ontario is the operating mind of the iGO Sites and conducts and manages them pursuant to the Gaming Control Legislation, its operating agreements and the iGaming Ontario Policies ("**iGO policies**") made thereunder.

The role of Operators

Operators and their suppliers apply for registration by the AGCO pursuant to the *Gaming Control Act, 1992*.

The AGCO will only register those Operators who act with honesty; integrity; in accordance with the law; and in the public interest. In assessing the eligibility of an operator for registration, the AGCO will carry out risk assessments and conduct due diligence investigations, including assessments of each Operator's character, financial history, and competence, in accordance with section 9 of the *Gaming Control Act, 1992*.

iGaming Ontario, as the operating mind of the lottery scheme, only enters into agreements with Operators that meet its stringent requirements, including those governing anti-money laundering measures; player risk assessment; system standards; security; and insurance.

In operating iGO Sites as agents of iGaming Ontario, Operators are responsible for complying with the terms of their operating agreements with iGaming Ontario and the iGO policies; the terms and conditions of registration by the AGCO; the standards established by the Registrar of the AGCO; any other applicable standards and requirements, in accordance with section 22 of the *Gaming Control Act, 1992*; as well as all applicable law.

Internet gaming with international play

Under this model, players in Ontario will be able to participate in peer-to-peer games, including games of chance and mixed chance and skill played for money, and sports betting, involving players outside of Canada. Players located outside of Ontario but within Canada would not be permitted to participate in games or betting in the absence of an agreement between Ontario and the province or territory in which those players are located.

Players physically located in Ontario will continue to access games and sports betting through iGO Sites. Players outside of Canada would access games and sports betting through the Operator's gaming application or website available in their jurisdiction (the "**International Site**").

iGaming Ontario will continue to conduct and manage the iGO Sites through its agents, the Operators. However, operators would not act as agents of iGaming Ontario in operating the International Sites. Those sites, along with the players using them, would be subject to the relevant jurisdiction's legal and regulatory regime.

In particular, and among others, the following key aspects of iGaming Ontario's conduct and management of the iGO Sites would remain but would not apply to International Sites:

- **Player management:** iGaming Ontario would continue to ensure the identity, legal age, and eligibility of players located in Ontario.
- **Gaming funds:** iGaming Ontario would continue to maintain control and oversight of wagering and payouts to players located in Ontario. iGaming Ontario will also continue to control the gross gaming revenue ("GGR") accruing from the operation of the iGO Sites, including requiring that GGR be kept separate from the Operator's other funds, including in respect of operations outside of Canada, and providing that GGR is the sole and absolute property of iGaming Ontario until iGO pays the Operators their defined revenue share.
- **Game Eligibility and Rules of Play:** iGaming Ontario will continue to determine the games which may be offered to players in Ontario through iGO Sites. iGO will also retain the ability to establish a maximum rake for the peer-to-peer games played on iGO sites. The AGCO's standards governing rules of play will continue to apply.
- **Technology:** iGaming Ontario will retain a royalty-free right and licence to use each Operator's intellectual property, including technology assets, in relation to players in Ontario. Operators would not be obligated to locate their technology assets in Ontario.
- **Data:** iGaming Ontario will retain full and unrestricted access and control of all gaming data; player registration; and transaction data as it relates to players in Ontario. iGaming Ontario will ensure sensitive data associated with players in Ontario is secured and protected from unauthorized access.
- **Branding and Marketing:** iGO Sites will continue to prominently display the iGaming Ontario logo. Operators must comply with iGaming Ontario's policies and directions regarding marketing and advertising.
- **Audit and oversight:** iGaming Ontario will retain the right to audit and inspect Operators' books of accounts and other records, materials, information, and data as they relate to the operation of the iGO Site during the term of the agreements with Operators and for a period of seven years thereafter.

iGaming Ontario will retain the right to audit and inspect all aspects of an Operator's security regime as it relates to the operation of an iGO Site.

iGaming Ontario and the Financial Transactions and Reports Analysis Centre of Canada will maintain the right to conduct audits and inspections of operators to ensure compliance with iGaming Ontario's requirements and the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act*.

Separately, the AGCO will continue to have independent regulatory oversight of iGaming Ontario, Operators, and their suppliers. This oversight authority will include the ability to conduct compliance assurance activities, including audits, inspections, and the gathering of targeted data from operators and suppliers.

- **Customer Care:** Established customer care and dispute resolution programs will continue to operate for the benefit of players using iGO Sites, and any finding by iGaming Ontario will be binding on an Operator in respect of a customer care issue or a dispute. Any dispute by an Ontario player relating to the *Criminal Code* or the Gaming Control Legislation must be resolved in the provincial or federal court of competent jurisdiction in Ontario.
- **Anti-Money Laundering:** iGaming Ontario will maintain robust anti-money laundering and terrorist financing (“AML”) programs on iGO Sites, including ensuring that Operators comply with iGO’s AML policy on the detection, prevention, and deterrence of potential money laundering.
- **Responsible Gambling:** iGaming Ontario will maintain rigorous responsible gambling initiatives on iGO Sites, including requiring that operators obtain accreditation with the Responsible Gambling Council’s “RG Check” program and maintain an igaming self-exclusion registry for players in Ontario. The AGCO’s standards prohibiting certain types of bonusing and inducements will continue to apply.
- **Anti-cheating:** The AGCO’s standards governing anti-cheating measures on iGO Sites and the games accessible therein will continue to apply. These standards include the presence of measures to deter, prevent and detect cheating; to investigate complaints of cheating made by players in Ontario; and to notify the AGCO’s OPP detachment of incidents of cheating for possible criminal investigation.
- **Monitoring, Suspension and Termination:** iGO will maintain sole and absolute discretion regarding the monitoring of Operators for compliance with its requirements, and may suspend and/or terminate the Operating Agreement if the Operator does not comply with its obligations.

Annexe

Le rôle de Jeux en ligne Ontario

Jeux en ligne Ontario dirige et gère des jeux et des paris sportifs sur Internet légaux en Ontario lorsqu'ils sont offerts par l'intermédiaire d'exploitants privés. Jeux en ligne Ontario conclut des ententes avec des exploitants privés en vertu desquelles ces exploitants agissent au nom et à titre de mandataires de Jeux en ligne Ontario. À ce titre, les exploitants offrent des jeux sur Internet, notamment des jeux de hasard et des jeux où se mêlent le hasard et l'adresse et où l'on joue de l'argent, ainsi que des paris sportifs, pour le compte de Jeux en ligne Ontario à des personnes physiquement situées en Ontario. Ces personnes accèdent aux jeux et paris sportifs en s'inscrivant et en se connectant à un canal électronique (par exemple, une application de jeu ou un site Web) géré par l'exploitant (« site iGO »). Les joueurs qui ne sont pas physiquement situés en Ontario ne sont pas autorisés à participer à ces jeux ou paris sportifs.

Jeux en ligne Ontario est l'âme dirigeante des sites iGO et les dirige et les gère conformément à la législation sur la réglementation des jeux et à ses ententes d'exploitation et politiques connexes (« **politiques d'iGO** »).

Le rôle des exploitants

Les exploitants et leurs fournisseurs présentent une demande d'inscription à la CAJO en vertu de la *Loi de 1992 sur la réglementation des jeux*.

La CAJO n'inscrira que les exploitants qui agissent avec honnêteté, intégrité, conformément à la loi et dans l'intérêt public. Lorsqu'elle évalue l'admissibilité d'un exploitant à l'inscription, la CAJO procède à des évaluations des risques et effectue des enquêtes de diligence raisonnable, notamment des évaluations de la moralité, des antécédents financiers et de la compétence de chaque exploitant, conformément à l'article 9 de la *Loi de 1992 sur la réglementation des jeux*.

Jeux en ligne Ontario, en tant qu'âme dirigeante du système de loterie, ne conclut des ententes qu'avec les exploitants qui satisfont à ses exigences strictes, notamment celles qui régissent les mesures de lutte contre le blanchiment d'argent, l'évaluation des risques pour les joueurs, les normes du système, la sécurité et l'assurance.

En exploitant des sites iGO en tant qu'agents de Jeux en ligne Ontario, les exploitants sont responsables de se conformer aux modalités de leurs ententes d'exploitation avec Jeux en ligne Ontario et aux politiques d'iGO, aux modalités et conditions d'inscription de la CAJO, aux normes établies par le registraire de la CAJO, et à toutes autres normes et exigences applicables, conformément à l'article 22 de la *Loi de 1992 sur la réglementation des jeux*, ainsi que toute loi applicable.

Jeux sur Internet au niveau international

En vertu de ce modèle, les joueurs de l'Ontario pourront participer à des jeux entre pairs, notamment des jeux de hasard et des jeux où se mêlent le hasard et l'adresse et où l'on joue de l'argent, ainsi que des paris sportifs, auxquels prennent part des joueurs de l'extérieur du Canada. Les joueurs situés à l'extérieur de l'Ontario, mais au Canada ne seraient pas autorisés à participer à des jeux ou à des paris en l'absence d'une entente entre l'Ontario et la province ou le territoire où ces joueurs sont situés.

Les joueurs physiquement situés en Ontario pourront continuer d'accéder aux jeux et aux paris sportifs par l'intermédiaire des sites iGO. Les joueurs de l'extérieur du Canada auraient accès aux jeux et aux paris sportifs par l'intermédiaire de l'application de jeu ou du site Web de l'exploitant disponible sur leur territoire (le « **site international** »).

Jeux en ligne Ontario continuera de diriger et de gérer les sites iGO par l'entremise de ses agents, les exploitants. Toutefois, les exploitants n'agiraient pas à titre de mandataires de Jeux en ligne Ontario dans le cadre de l'exploitation des sites internationaux. Ces sites, ainsi que les joueurs qui les utilisent, seraient soumis au régime juridique et réglementaire du territoire concerné.

En particulier, et entre autres, les principaux aspects suivants de la direction et de la gestion des sites iGO par Jeux en ligne Ontario demeurerait en vigueur, mais ne s'appliqueraient pas aux sites internationaux :

- **Gestion des joueurs** : Jeux en ligne Ontario continuerait de vérifier l'identité, l'âge légal et l'admissibilité des joueurs situés en Ontario.
- **Fonds de jeu** : Jeux en ligne Ontario continuerait de contrôler et de surveiller les paris et les paiements associés aux joueurs situés en Ontario. Jeux en ligne Ontario continuera également de contrôler les revenus bruts tirés des jeux (RBJ) découlant de l'exploitation des sites iGO, entre autres en exigeant que les RBJ soient conservés séparément des autres fonds de l'exploitant, notamment en ce qui concerne les activités à l'extérieur du Canada, et en prévoyant que les RBJ soient la propriété exclusive et absolue de Jeux en ligne Ontario jusqu'à ce qu'iGO verse aux exploitants leur part de revenus déterminée.
- **Admissibilité aux jeux et règles de jeu** : Jeux en ligne Ontario continuera de déterminer les jeux qui peuvent être offerts aux joueurs de l'Ontario par l'entremise des sites iGO. iGO conservera également la capacité d'établir une commission maximale pour les jeux entre pairs joués sur les sites iGO. Les normes de la CAJO régissant les règles de jeu continueront de s'appliquer.
- **Technologie** : Jeux en ligne Ontario conservera un droit et une licence libres de redevances pour utiliser la propriété intellectuelle de chaque exploitant, y compris les actifs technologiques, en lien avec des joueurs en Ontario. Les exploitants ne seraient pas tenus de conserver leurs actifs technologiques en Ontario.
- **Données** : Jeux en ligne Ontario conservera un accès et un contrôle totaux et sans restriction de toutes les données de jeu, de l'inscription des joueurs et des données sur les transactions relatives aux joueurs en Ontario. Jeux en ligne Ontario veillera à ce que les données sensibles associées aux joueurs en Ontario soient sécurisées et protégées contre tout accès non autorisé.
- **Image de marque et marketing** : Les sites iGO continueront d'afficher bien en évidence le logo de Jeux en ligne Ontario. Les exploitants doivent se conformer aux politiques et directives de Jeux en ligne Ontario en matière de marketing et de publicité.
- **Vérification et surveillance** : Jeux en ligne Ontario conservera le droit de vérifier et d'inspecter les livres comptables et autres dossiers, documents, renseignements et données des exploitants en lien avec l'exploitation du site iGO pendant la durée des ententes avec les exploitants et pendant une période de sept ans par la suite.

Jeux en ligne Ontario conservera le droit de vérifier et d'inspecter tous les aspects du régime de sécurité d'un exploitant en ce qui a trait à l'exploitation d'un site iGO.

Jeux en ligne Ontario et le Centre d'analyse des opérations et déclarations financières du Canada conserveront le droit d'effectuer des vérifications et des inspections des exploitants afin de s'assurer de la conformité aux exigences de Jeux en ligne Ontario et à la *Loi sur le recyclage des produits de la criminalité et le financement des activités terroristes*.

Séparément, la CAJO continuera d'exercer une surveillance réglementaire indépendante sur Jeux en ligne Ontario, les exploitants et leurs fournisseurs. Ce pouvoir de surveillance comprendra la capacité de mener des activités d'assurance de la conformité, notamment des

vérifications, des inspections et la collecte de données ciblées auprès des exploitants et des fournisseurs.

- **Service à la clientèle** : Les programmes établis de service à la clientèle et de règlement des différends se poursuivront au profit des joueurs qui utilisent les sites iGO, et toute conclusion à laquelle parvient Jeux en ligne Ontario aura force exécutoire pour l'exploitant relativement à une question de service à la clientèle ou à un différend. Toute contestation de la part d'un joueur ontarien concernant le *Code criminel* ou la législation sur la réglementation des jeux doit être réglée par le tribunal provincial ou fédéral compétent en Ontario.
- **Lutte contre le blanchiment d'argent** : Jeux en ligne Ontario maintiendra de solides programmes de lutte contre le blanchiment d'argent et le financement du terrorisme sur les sites iGO, notamment en veillant à ce que les exploitants se conforment à la politique d'iGO sur la détection, la prévention et la dissuasion en matière de blanchiment d'argent potentiel.
- **Jeu responsable** : Jeux en ligne Ontario maintiendra des initiatives rigoureuses de jeu responsable sur ses sites, notamment en exigeant que les exploitants obtiennent une accréditation « JR vérifié » du Conseil du jeu responsable et tiennent un registre d'autoexclusion des jeux en ligne pour les joueurs de l'Ontario. Les normes de la CAJO interdisant certains types de prime et d'incitation continueront de s'appliquer.
- **Anti-tricherie** : Les normes de la CAJO régissant les mesures anti-tricherie sur les sites iGO et sur les jeux qui y sont accessibles continueront de s'appliquer. Ces normes comprennent la présence de mesures visant à dissuader, prévenir et détecter la tricherie, enquêter sur les plaintes de tricherie déposées par des joueurs en Ontario et aviser le détachement de la PPO de la CAJO des incidents de tricherie en vue d'une éventuelle enquête criminelle.
- **Surveillance, suspension et résiliation** : iGO continuera de surveiller la conformité des exploitants à ses exigences, et pourra suspendre ou résilier, à sa seule et entière discrétion, l'entente d'un exploitant si celui-ci ne respecte pas ses obligations.

TAB 3

COURT OF APPEAL FOR ONTARIO

IN THE MATTER OF A REFERENCE to the Court of Appeal pursuant to section 8 of the *Courts of Justice Act*, RSO 1990, c. C.34, by Order-in-Council 210/2024 permitting international play in an online provincial lottery scheme

STATEMENT OF PARTICULARS

February 29, 2024

THE ATTORNEY GENERAL OF ONTARIO

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Counsel for the Attorney General of Ontario

STATEMENT OF PARTICULARS

The Attorney General of Ontario submits that permitting players located in Ontario to participate in online gaming and sports betting involving players located outside Canada is permitted by section 207(1)(a) of the *Criminal Code* for the following reasons:

1. Section 207(1)(a) of the *Code* provides that:

207 (1) Notwithstanding any of the provisions of this Part relating to gaming and betting, it is lawful

(a) for the government of a province, either alone or in conjunction with the government of another province, to conduct and manage a lottery scheme in that province, or in that and the other province, in accordance with any law enacted by the legislation of that province.

2. The reference in section 207(1)(a) to a lottery scheme being conducted “in that province” should be construed as having the same meaning as the reference to “in the Province” in sections 92(13) and (16) of the *Constitution Act, 1867*.

3. Accordingly, if a lottery scheme conducted and managed by a province has a real and substantial connection to that province, it is being conducted and managed “in that province” for the purposes of section 207(1)(a).

4. Permitting players participating in Ontario’s electronic gaming scheme to bet against or participate in the same betting pool as players located outside Canada participating in foreign gaming schemes would not change the fact that Ontario’s electronic gaming scheme has a real and substantial connection with Ontario and that the players in Ontario are participating in a lottery scheme located “in that province.”

5. Section 207(1)(a) restricts a province from conducting and managing a lottery scheme involving individuals in another province without that province's permission. It does not place restrictions on persons outside Canada.

6. The decision of the Prince Edward Island Supreme Court – Appeal Division in *Reference re Earth Future Lottery*, 2002 PESCAD 8, aff'd 2003 SCC 10, is distinguishable. That decision concerned section 207(1)(b) of the *Criminal Code*, which governs lottery schemes conducted and managed by a charitable or religious organization pursuant to a provincial license.

7. Placing limits on charitable and religious organizations' ability to conduct and manage lottery schemes involving players outside Canada under section 207(1)(b) does not raise the same concerns with cooperative federalism and the presumption of constitutionality as does limiting provinces' own ability to conduct and manage such schemes under section 207(1)(a). Although both provisions use the words "in the province," the reference in section 207(1)(a) should be given a broader definition to respect provincial autonomy and jurisdiction over gaming.

8. In any event, *Earth Future* concerned the ability of persons outside P.E.I. to participate in a provincially-licensed lottery scheme directly by purchasing lottery tickets from the charity's website. Under Ontario's proposed scheme, persons outside Canada would not directly participate in the lottery scheme conducted and managed by Ontario, which would remain limited to persons physically located in Ontario. Persons outside of Canada would instead participate indirectly, through foreign lottery schemes, by placing bets in games involving Ontario players or participating in the same betting pools as Ontario players.

9. In the alternative, if the Supreme Court’s decision to affirm *Earth Future* means *Earth Future* is binding on this Court’s interpretation of a different statutory provision, this Court may depart from that decision under the criteria set out in *Bedford v. Canada (AG)*, 2013 SCC 72 and *Carter v. Canada (AG)*, 2015 SCC 5 as (1) this case involves a new legal issue; and (2) there has been a change in the circumstances or evidence that “fundamentally shifts the parameters of the debate.”

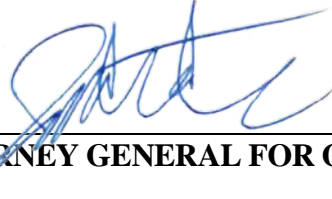
10. As discussed above, this case involves a legal issue – the proper interpretation of federal legislation which limits the actions of a provincial Crown – that was not at issue in *Earth Future*.

11. As well, the matrix of facts in this case will be fundamentally different than the facts that were at issue in *Earth Future*. Internet gaming was in its infancy when *Earth Future* was decided twenty-two years ago. The lottery scheme at issue involved selling lottery tickets through a charity’s website to persons located outside Canada.

12. Here, it is proposed that Ontario and its agents allow players located in Ontario to access online gaming platforms conducted and managed by Ontario and, through electronic means, to participate in peer to peer games and betting involving persons located outside Canada participating in foreign lottery schemes. For example, an Ontario player could play a late-night poker game with players in Asia who are just getting home from work or place a bet on the outcome of the Stanley Cup final as part of a betting pool that also includes hockey fans in the United States.

13. At all times, however, only persons located in Ontario would be directly participating in the lottery scheme conducted and managed by Ontario, even if the result is based in part on the actions of people located outside Canada participating in foreign lottery schemes.

DATED this 29th day of February, 2024



ATTORNEY GENERAL FOR ONTARIO

Per. Josh Hunter, Ananthan Sinnadurai, Hera Evans
and Jennifer Boyczuk

Lawyers for the Attorney General of Ontario

IN THE MATTER OF A REFERENCE to the Court of Appeal pursuant to section 8 of the *Courts of Justice Act*, RSO 1990, c. C.34, by Order-in-Council 210/2024 respecting expanding iGaming to include players located outside Ontario

COURT OF APPEAL FOR ONTARIO

Proceedings commenced at Toronto

STATEMENT OF PARTICULARS

THE ATTORNEY GENERAL OF ONTARIO

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Counsel for the Attorney General of Ontario

TAB 4

COURT OF APPEAL FOR ONTARIO

IN THE MATTER OF A REFERENCE to the Court of Appeal pursuant to section 8 of the *Courts of Justice Act*, RSO 1990, c. C.34, by Order-in-Council 210/2024 permitting international play in an online provincial lottery scheme

AFFIDAVIT OF JESSE TODRES

(Sworn May 31, 2024)

I, **Jesse Todres**, of the City of Toronto, in the Province of Ontario, **MAKE OATH AND SAY** as follows:

1. I am the General Counsel and Corporate Secretary of iGaming Ontario (“iGO”), the Crown agent responsible for conducting and managing internet gaming offered in Ontario through private-sector operators. I have been in this role since July 2021, when iGO was established. Based on my experience in this role and in previous government legal and policy roles, I have personal knowledge of the matters set out in this affidavit. Where I do not have personal knowledge, I have stated the source of my information and verily believe it to be true.
 - A. Internet gaming in Ontario**
2. Ontario, through its agents, conducts and manages two internet-based lottery schemes in accordance with section 207(1)(a) of the *Criminal Code*, which exempts provincial lottery schemes from the general prohibitions on gambling and betting established in Part VII of the *Criminal Code*.
3. The first of these online lottery schemes is *olg.ca*, which is conducted and managed by the Ontario Lottery and Gaming Corporation (“**OLG**”). The second

are the online gaming sites conducted and managed by iGO through private-sector Operators (“**igaming**”).

B. The AGCO’s regulation of online lottery schemes

4. All lottery schemes in Ontario, including *olg.ca* and *igaming*, are carefully regulated by the Alcohol and Gaming Commission of Ontario (“**AGCO**”) in accordance with the *Alcohol and Gaming Commission Act, 2019* (“**AGCO Act**”); the *Gaming Control Act, 1992* (“**GCA**”); and the regulations thereto.
5. The AGCO has a mandate to ensure that all lottery schemes in Ontario, including *igaming*, is conducted, managed and operated in accordance with the *Criminal Code* and provincial legislation.
6. With respect to *igaming*, the AGCO’s regulatory responsibilities include the following,
 - Conducting eligibility assessments to determine whether applicants are suitable to be registered as operators or gaming-related suppliers, which includes independent testing labs (ITLs) and independent integrity monitors;
 - Outlining technical standards that are used by ITL’s to test and certify, among other things, online games available for Ontario players.
 - Conducting ongoing regulatory assurance activities, including regular audits, testing and site visits, to assess compliance with the GCA and the AGCO Registrar’s Standards for Internet Gaming.

Attached hereto as Exhibit “A” is a true copy of a section of the AGCO website titled, “What We Do: Lottery and Gaming”, as of May 30, 2024

7. Registration is central to the AGCO's regulatory function in respect of internet gaming. Pursuant to the GCA, operators and suppliers participating in igaming must be registered by the AGCO.
8. The AGCO assesses applicants for registration based on the requirements set out in the GCA. Among other criteria, the AGCO will refuse to register an entity where there are reasonable grounds to believe that it will not act in accordance with law, or with integrity, honesty, or in the public interest.
9. Operators and suppliers are required to abide by the AGCO Registrar's Standards for Internet Gaming, described further below. In applying to be registered by the AGCO, these entities must submit an independently audited assessment of the processes and controls they have in place to meet the Registrar's Standards for Internet Gaming.

**Attached hereto as Exhibit "B" is a true copy of the AGCO's
Internet Gaming Operator Application Guide, as of May 30, 2024**

10. The Registrar's Standards, which apply to all forms of internet gaming, establish strict requirements that operators and suppliers must comply with on an ongoing basis in an array of areas, including:
 - **Responsible gambling:** These standards are intended to ensure that gaming is provided in a way that minimizes potential harm and promotes a responsible gaming environment.

Among other things, these measures address self-exclusion and breaks in play; measures to identify and assist players experiencing harm; and measures to ensure advertising and marketing do not target high-risk, underage, or excluded individuals.

- **Minimizing unlawful activity:** These standards are intended to protect the public interest and public safety by ensuring that unlawful activity does not take place in internet gaming.

Among other things, this standard requires mechanisms for assessing, identifying, and reporting instances of money laundering, fraud, theft, and cheating.

- **Good governance:** These standards address ethical behaviour and transparent decision-making and are intended to ensure that regulated entities have a sound control environment, an organization structure that promotes good governance, accountability, and oversight, and transparency in dealings with the AGCO.
- **Access management:** These standards are intended to protect the public interest and game integrity by ensuring that only eligible players participate in igaming.

Among other things, this standard requires measures for identifying and prohibiting individuals who are not eligible to participate in gambling, including those under 19 years of age; those who have self-excluded; and individuals located outside of Ontario.

- **Game integrity and player awareness:** These standards are intended to ensure that igaming is conducted with honesty and integrity, and that players have sufficient information to make informed decisions prior to gaming.

Among other things, this standard requires measures to ensure that all gaming activity is independently verifiable; that players are treated fairly and not unduly disadvantaged; and to manage the risk of insider betting and event manipulation.

Attached hereto as Exhibit "C" is a true copy of the AGCO Registrar's Standards for Internet Gaming, dated February 28, 2024

11. I understand that the AGCO monitors registrants on an ongoing basis to ensure compliance with the GCA and the Registrar's Standards. The AGCO has a number of tools available in assuring compliance, including warnings, suspensions, monetary penalties, and the revocation of a registration.

12. Beyond regulation and enforcement, the AGCO is also responsible for addressing inquiries and complaints about the entities it regulates, including complaints relating to game integrity and fairness; the misuse of private information; responsible gambling violations; and money laundering.

C. iGaming Ontario

13. iGO is a Crown agent and a non-share corporation without share capital continued under O. Reg. 722/21 pursuant to s. 6.1 of the AGCO Act. While iGO is a subsidiary of the AGCO, it is a separate legal entity with its own governance framework and a discrete legal mandate to conduct and manage igaming in Ontario.
14. iGO's objects and duties are defined in both the AGCO Act and O. Reg. 722/21. Section 4 of O. Reg. 722/21 sets out the following as iGO's responsibilities:
 1. To develop, undertake and organize prescribed online lottery schemes
 2. To promote responsible gaming with respect to prescribed online lottery schemes.
 3. To conduct and manage prescribed online lottery schemes in accordance with the *Criminal Code* and the GCA and the regulations made under those Acts.
15. iGO conducts and manages igaming through private-sector Operators, which offer online games to individuals located in Ontario on behalf of and as iGO's agent. After paying its operating expenses and making prescribed payments, iGO transfers the remainder of its earnings to the Province's Consolidated Revenue Fund in the form of a dividend to support provincial priorities.

16. In general, Operators are established global entities that have been offering gaming products through the internet for some time. As of May 31, 2024, iGO has entered into Operating Agreements with 50 operators, each of which is also registered with the AGCO.

Attached hereto as Exhibit “D” is a true copy of iGO’s website listing its Operators, as of May 30, 2024

17. Through Operators’ platforms, which include websites and mobile apps, individuals in Ontario are able to participate in a variety of games and wagering. This includes games in which individual players wager against the “house” – the Operator, acting as iGO’s agent – for a chance to win a greater sum. Examples of these types of games include slots, blackjack, and roulette.
18. Sports wagering, including outcomes of single events, parlays and proposition-type bets, is another example of this type of play.
19. iGO, through its agents, also offers peer-to-peer games, in which players contribute funds, in the form of wagers, to a betting pool and compete against other players to win the total amount of the “pot”, less a “rake fee” paid to the Operator, again acting as iGO’s agent. Examples of these types of games include poker and bingo. Daily fantasy sports, which is permitted by iGO but is not currently offered by any of the private-sector operators that it conducts and manages, is another example of a peer-to-peer game.

20. The use of online platforms, such as websites and mobile apps, to offer gaming to individuals in Ontario is a significant evolution from the types of lottery schemes the province conducted and managed in the past.
21. Until the advent of the OLG's online gaming platform, Ontario's lottery schemes offering the types of games now offered through igaming were offered to the public exclusively through land-based casinos.
22. The shift to online gaming reflects the dramatic shift in how the public uses technology. Based on survey data from Statistics Canada, in 2022 85% of Canadians 15 years of age and older used a smartphone to access the internet and 80% of Canadians 15 and older had mobile data plans for their personal use. This may be contrasted with the data from the early 2000s. At the end of 2003, for example, only 41.8% of Canadians even had a cell phone.

Attached hereto as Exhibit "E" is a true copy of a section of Statistics Canada's website titled "Telecommunications: Connecting Canadians", accessed May 30, 2024.

Attached hereto as Exhibit "F" is a true copy of a report by Statistics Canada titled "Access to the Internet in Canada, 2020", dated May 31, 2021

Attached hereto as Exhibit "G" are excerpts from a true copy of a report by Statistics Canada titled "Innovation Analysis Bulletin", dated June 2005

23. Similarly, use of the internet has grown significantly in recent decades. In 2002, for example, only 62% of Canadian households had at least one member who used the internet regularly. In 2022, internet use among Canadians aged 15 and up reached 95%.

Attached hereto as Exhibit “H” is a true copy of a report by Statistics Canada titled “Canadian Internet Use Survey, 2022”, dated July 20, 2023

Attached hereto as Exhibit “I” is a true copy of a report by Statistics Canada titled “Household Internet Use Survey”, dated September 18, 2003

24. This shift toward mobile devices is reflected in how iGO’s gaming sites are accessed. I understand that 74% of wagers in igaming are placed by individuals using a mobile or tablet device, while 26% of wagers are placed by individuals using a desktop computer or laptop.

i. iGO’s Operating Agreement

25. To facilitate igaming, iGO enters into Operating Agreements with Operators who have been registered by the AGCO and meet iGO’s requirements. The arrangement is not a joint venture; iGO and Operators are not equal contracting parties. iGO, in its sole and absolute discretion, determines whether or not to enter into an Operating Agreement with an Operator.
26. The Operating Agreements set out the terms of the relationship between iGO and its Operators. These terms are almost entirely standardized and non-negotiable: all of iGO’s agreements with Operators follow virtually the same template.

Attached hereto as Exhibit “J” is a true copy of iGO’s template Operating Agreement, dated March 2022.

27. Upon executing the Operating Agreement, Operators are permitted to offer eligible games to individuals physically present in Ontario as iGO’s agent. Pursuant to the

Operating Agreements, iGO maintains control over all of the fundamental aspects of the Operators' operations.

28. The Operating Agreements impose extensive conditions on Operators. Operators, on behalf of iGO, must comply with a number of requirements in operating igaming sites, including,

- **Player Management:** Operators are required to ensure the identity, legal age, and eligibility of players. Operators must ensure that players are physically located in Ontario.
- **Gaming funds:** Operators receive bets and pay out winnings to players as agents of iGO. Gross gaming revenue from the operation of the sites is kept separate from the Operator's other funds and is the sole and absolute property of iGO until iGO pays the Operators their defined revenue share.
- **Game Eligibility:** iGO determines the type and nature of any type of game or category of game offered on an igaming site in its sole and absolute discretion. iGO may establish the maximum rake for peer-to-peer games offered on an igaming site.
- **Data:** iGO has control and full and unrestricted access to all gaming data; player registration; and transaction data. Operators are responsible for ensuring that player data is secured and protected from unauthorized access.
- **Branding and Marketing:** iGO may restrict advertising by Operators, including the permitted audience, time, format, or nature of any advertising. igaming sites must prominently display iGO's logo.
- **Audit and oversight:** iGO has the right to audit and inspect Operators' books of accounts and other records, materials, information, and data, including all aspects of Operators' cyber security regime during the term of the Operating Agreements and for seven years thereafter.

iGO has the right to conduct audits and inspections of Operators to ensure compliance with iGO's requirements, including in relation to the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act*.

- **Customer Care:** iGO mandates customer care and dispute resolution programs. Any finding by iGO is binding on an Operator in respect of a customer care issue or dispute. Any dispute relating to the *Criminal Code* or

the GCA must be resolved in the provincial or federal court of competent jurisdiction in Ontario.

- **Anti-money laundering:** Operators are required to maintain robust anti-money laundering and terrorist financing (“AML”) programs, including complying with iGO’s AML policy on the detection, prevention, and deterrence of potential money laundering.
- **Responsible Gambling:** Operators must implement specified responsible gambling initiatives, including obtaining accreditation with the Responsible Gambling Council’s “RG Check” program, dedicating a defined portion of its revenues to advertising to problem gambling prevention education and maintaining an igaming self-exclusion registry for players in Ontario.
- **Monitoring, Suspension and Termination:** iGO maintains sole and absolute discretion regarding the monitoring of Operators for compliance with its requirements, and may suspend and/or terminate the Operating Agreement if the Operator does not comply with its obligations.

29. Operators are also obligated to comply with iGO’s policies as a term of the Operating Agreement. The policies, which add to and supplement the terms of the Operating Agreement, address financial issues; customer care and dispute resolution; marketing and advertising; privacy; data and records; and anti-money laundering.

Attached hereto as Exhibit “K” are true copies of iGO’s policies which are in force as of May 31, 2024.

30. iGO, in its sole and absolute discretion, has the right to update, modify or create new policies as circumstances require and, in this way, retains the ability to ensure that igaming is conducted and managed responsibly and in the public interest on an ongoing basis.

D. Prohibitions on extra-provincial play

31. The AGCO and iGO require that only individuals located within Ontario may participate in games offered through igaming. This requirement is enforced

through regulatory requirements and Operating Agreement provisions addressing the location of individual players and, with respect to peer-to-peer games, the source of the wagered funds. It is my understanding that OLG.ca similarly prohibits the participation of players outside of Ontario.

32. Interprovincial play, which would involve players from other provinces and territories participating in igaming with players in Ontario, is not permitted because s. 207(1)(a) of the *Criminal Code* provides that provincial lottery schemes involving these individuals must be conducted and managed in conjunction with the jurisdictions where those players are located. To my knowledge, Ontario does not have agreements to conduct and manage online lottery schemes jointly with any other Canadian jurisdiction at this time.
33. International play, which would involve players from outside of Canada participating in igaming with players in Ontario, is not currently permitted by Ontario due to uncertainty about whether it would be consistent with s. 207(1)(a) of the *Criminal Code*, which makes no reference to individuals outside of Canada.

i. By player location

34. This restriction based on player location is imposed by the AGCO through s. 3.02 of the Registrar's Standards, which requires Operators to identify and prevent individuals located outside of Ontario from participating in igaming:

3.02 Games on gaming sites shall be provided only within Ontario, unless they are conducted in conjunction with the government of another province. (Also applicable to Gaming-Related Suppliers)

Requirements — At a minimum:

1. Operators must put in place mechanisms to detect and dynamically monitor the location of a player attempting to play a game and to block unverified attempts to play a game. Player location checks subsequent to the initial location check shall occur at reasonable intervals determined by the Operator that minimize the risk of play outside of Ontario. Depending on the location of the player/device, longer or shorter periods may be justified.
 2. Operators must put in place mechanisms to detect software, programs, virtualization and other programs capable of circumventing player location detection. [emphasis in original]
35. iGO implements this restriction through express terms in its Operating Agreement. Section 2.02(1)(f) of the Operating Agreement requires Operators to limit access to games to players physically located in Ontario:
- (f) the Operator Group will ensure that all Eligible iGames on Operator Websites are provided only within the Province of Ontario and only accessed by Players physically located in Ontario.

ii. By source of liquidity

36. iGO also limits the participation of individuals outside of Ontario in igaming by restricting the source of the funds, sometimes referred to as “liquidity”, available to be won by participants in peer-to-peer games.
37. As noted, all peer-to-peer games involve a betting pool comprised of the wagers of the game’s participants. The winner of the game receives the funds in the betting pool, less the “rake fee” paid to the Operator, acting as iGO’s agent.
38. In poker, for example, the betting pool – or pot – in each individual game is comprised of the participating players’ bets. In daily fantasy sports, the betting pool is the sum of each participant’s contribution on a daily, weekly or in-game round.

39. Through s. 16.02(1) of the Operating Agreement, iGO prohibits Operators from offering peer-to-peer games involving liquidity from outside of Ontario. Put another way, betting pools in peer-to-peer games offered through igaming may only include funds from players physically present in Ontario.

16.02 Betting Pools

(1) Unless otherwise expressly agreed to in writing by iGaming Ontario, or expressly provided for in the iGaming Ontario Policies, any Eligible iGames involving liquidity pools from outside of Ontario are prohibited.

(2) iGaming Ontario may establish a maximum rake percentage available to Operators in respect of peer-to-peer and pooled liquidity Eligible iGames in the iGaming Ontario Policies.

40. Unlike s. 3.02 of the Registrar's Standards or s. 2.02(1)(f) of the Operating Agreement, this restriction addresses the source of the funds available to be won, and not the locations of the players.

E. Liquidity and its implications

i. Forms of liquidity

41. In prohibiting the participation of individuals located outside of Ontario in igaming, and in limiting the source of funds available to be won in peer-to-peer games to Ontario, iGO operates what is referred to in the gaming industry as a "closed liquidity" or "restricted liquidity" model. A closed liquidity model may be contrasted with a pooled liquidity model, wherein individuals from multiple jurisdictions participate in peer-to-peer games together.

ii. The consequences of closed liquidity

42. The closed liquidity model used in igaming results in fewer and significantly less lucrative peer-to-peer games being lawfully available to individuals in Ontario. This effectively makes unlawful alternative gaming sites which include pooled liquidity more appealing to players in Ontario. These unlawful sites expose individuals in Ontario to the risks associated with unlawful gaming, including cheating, fraud, and problem gambling, and reduce provincial returns.
43. The total number of potential players in any particular peer-to-peer game in igaming is limited compared to the number of players who would be available in a pooled liquidity model, which would include the populations of other jurisdictions.
44. This means that, at any given time, an individual seeking to play poker through igaming is likely to have fewer tables available to play on; fewer participants at those tables; fewer varieties of poker to play; and smaller betting pools than they would on a gaming site using a pooled liquidity model. The player would not have access to the higher-value, larger-scale poker tournaments offered on gaming sites which benefit from pooled liquidity.
45. Similarly, if daily fantasy sports were offered by Operators conducted and managed by iGO, there would be fewer opportunities to compete, and smaller potential betting pools, as a consequence of the limited number of players available.
46. Further, individuals playing games on igaming in Ontario have fewer options if they tend to participate in peer-to-peer games outside of regular hours, given that the

province is largely in a single time zone. For example, an individual who works nights would have fewer opportunities to participate in games during the day, when much of the province would be at work. A pooled liquidity model which includes more individuals generally, as well as individuals in other time zones, is likely to offer more opportunities for games at all hours.

47. Ontario's closed liquidity model has discouraged some operators from seeking to offer games and sports betting in the province through iGO. For example, FanDuel has publicly stated that because Ontario's model "severely limit[s] the size of future contests" and "lead[s] to significantly smaller prizes", daily fantasy sports would not be attractive to players in Ontario and would not be offered. DraftKings, another significant private-sector operator specializing in sports and daily fantasy betting, has also declined to offer its daily fantasy product in Ontario.

Attached hereto as Exhibit "L" is a true copy of FanDuel's statement, as it appeared on FanDuel's website on May 30, 2024.

48. As a result of the disadvantages of the closed liquidity model, online gaming sites which are not conducted and managed in Ontario or regulated by the AGCO remain attractive to individuals in Ontario seeking to play peer-to-peer games online.
49. A number of these unlawful sites were readily accessible by individuals in Ontario prior to the introduction of igaming in 2022 and a number continue to be available to individuals in this province. These sites use an open liquidity model, offering individuals in Ontario more options to play peer-to-peer games and the opportunity to win larger pots in those games.

50. While iGO was able to channel 86.4% of players using these forms of online gaming to igaming after its introduction, based on an April 2024 study by Ipsos, many of these unlawful sites continue to be available to individuals in Ontario.

Attached hereto as Exhibit “M” is a true copy of Ipsos’s report on Online iGaming Market Channelization, dated April 3, 2024.

51. Significantly, these sites are not subject to any meaningful control, oversight, regulation or review by Ontario. They are not subject to the GCA; the AGCO Registrar’s Standards; iGO’s Operating Agreement; or iGO’s policies.
52. These sites continue to give rise to the serious risks the government of Ontario sought to mitigate in introducing igaming, including problem gambling; fraud; cheating; and money laundering, among others. They effectively leave participants in Ontario without the benefit of the consumer protections and rigorous responsible gaming measures iGO and the AGCO require. Further, the revenue generated by these sites is not remitted to the province. These sites also do not collect or remit taxes to the federal or provincial governments.
53. Moving away from a closed liquidity model would ensure that igaming remains an attractive option and would discourage individuals in the province from using gaming sites which are not conducted and managed by the province regulated by the AGCO.
54. This approach would better protect the public by ensuring that the harms associated with online gambling are addressed and would provide for greater returns to the public purse.

55. I swear this affidavit in support of the Attorney General of Ontario's position in this reference and for no other or improper purpose.

Sworn by videoconference by Jesse)
Todres at Toronto, Ontario before me on)
May 31, 2024 in accordance with O. Reg.)
431/20.)

Andriy Holuk

Jesse Todres

Jesse Todres

LSO No. 67149D

This is Exhibit "A" referred to in the Affidavit of Jesse Todres, sworn before me by videoconference at Toronto, Ontario on this 31st day of May, 2024 in accordance with O. Reg. 431/20.

Andriy Holuk

LSO No. 67149D



[HOME](#) » [ABOUT THE AGCO](#) » [WHAT WE DO](#)

What We Do: Lottery and Gaming

Across Canada, provinces can conduct and manage lottery schemes in their province in accordance with any law enacted by their provincial legislature.

In Ontario, the Alcohol and Gaming Commission of Ontario (AGCO) is responsible for administering the *Gaming Control Act*, 1992 (GCA) and, as such, regulates gaming in the province.

Ontario Lottery and Gaming Corporation (OLG) Lotteries

The AGCO regulates lottery games (e.g. lottery tickets) conducted and managed by the OLG.

The AGCO's primary responsibilities in this respect include:

- Registering gaming assistants, as well as lottery retailers/sellers, employees who exercise significant decision-making authority or supervisory or training responsibility in relation to lottery games, and gaming-related and non-gaming related suppliers ;
- Establishing standards and requirements for the conduct, management and operation of gaming sites, lottery schemes, or related businesses to a gaming site or lottery scheme or for the goods or services related to that conduct, management or operation;
- Testing and approving lottery gaming equipment and procedures;
- Conducting inspections of retailers to ensure compliance with the GCA and its regulation, the AGCO's standards and requirements as well as the OLG's Retailer Policy Manual; and
- Investigating insider wins, suspicious wins.

Casino Gaming

The AGCO regulates and oversees the land-based casino locations in the province that are conducted and managed by the OLG.

The AGCO's overarching regulatory objective is to ensure that all casino gaming is operated within the law and with honesty and integrity and in the broader public interest. The agency undertakes a number of key activities to fulfill its regulatory mandate including:

- Conducting eligibility assessments and registering operators, suppliers and gaming assistants who work in or supply the casino sector;
- Testing, approving and monitoring slot machines and gaming management systems;
- Establishing standards and requirements for the conduct, management and operation of gaming sites, lottery schemes, or related businesses to a gaming site or lottery scheme or for the goods or services related to that conduct, management or operation;
- Inspecting, auditing and monitoring casinos for compliance with the GCA and its regulation, licence/registration conditions and the Registrar's Standards for Gaming ;
- Approving rules of play or changes to the rules of play for games in land-based casinos ;
- Excluding persons from accessing gaming sites pursuant to the GCA; and
- Working closely with OPP Casino Enforcement operations to support a safe and secure environment at all gaming sites.

Visit this page for [more information about the AGCO's role and activities in terms of testing, approval and inspection of slots and electronic gaming equipment.](#)

Charitable Gaming

The AGCO is responsible for regulating and overseeing licensed lottery events (such as bingo, raffles and the sale of break open tickets) conducted by eligible charitable and religious organizations to raise funds to support charitable purposes.

Some of the AGCO's activities associated with this include:

- Conducting eligibility assessments and registering operators, suppliers, retailers/sellers and gaming assistants who work in or supply the charitable sector;
- Administering, in partnership with municipalities and First Nations Licensing Authorities, the regulatory framework governing the issuance of charity lottery licences (e.g. bingo, raffle and break open ticket events); and
- Inspecting, auditing and monitoring charitable gaming events/facilities for compliance with the GCA and its regulation, licence/registration requirements and standards and requirements established by the Registrar of Alcohol, Gaming and Racing.

Order-in-Council 208/2024 provides that the Registrar and municipal councils may issue lottery licences to charitable organizations. The AGCO and municipalities and First Nations licensing authorities work together to ensure that the legal requirements, including terms and conditions of the licences, are complied with by lottery licensees and any gaming suppliers used by the charities. The Registrar has issued a [Lottery Licensing Policy Manual \(LLPM\)](#), which is used to determine eligibility for a lottery licence and for the use of proceeds. The LLPM sets out the types of lottery schemes for which a licence may be issued. The Registrar also issues "terms and conditions" for lottery licences, which provide detailed information on the conduct and management of licensed lottery events, which may be supplemented by municipalities or First Nations licensing authorities.

Electronic Raffles

The AGCO has put in place an Electronic Raffle Regulatory Framework that allows eligible charitable or

religious organizations to be licensed to conduct and manage electronic raffles in Ontario. Electronic raffles refer to the use of computers for the sale of tickets, the selection of winners and the distribution of prizes in a licensed charity raffle. For information on the Electronic Raffle Regulatory Framework , please view [Information Bulletin No. 89](#).

Social Gaming

The [Social Gaming Licence](#) is intended for casual social games where the total wagers are awarded to the winners, less permitted expenses. The licensee is permitted to recover up to \$50 per day to cover expenses for event costs only. Fundraising is not the purpose of the licence and the licence is not for conducting games as a revenue source for applicants.

No one under the age of 18 is allowed to participate, games are not permitted to be played on or through an electronic device, and rules of play must be readily available to all players. The licensee must produce the licence on demand.

This licence cannot take place in liquor licensed premises. However, Service Clubs and service organizations will be permitted to obtain a Social Gaming Licence even if they hold a liquor licence.

The licensee is responsible and accountable for the overall conduct and management of the Social Gaming event(s). The licensee must control and decide all operational and administrative requirements related to the conduct of the social gaming event(s) in accordance with the information supplied on the application and approved by the licence.

The licensee must comply with all federal, provincial, and municipal laws including the Criminal Code of Canada and the Gaming Control Act, 1992 and Regulations.

OLG Charitable Gaming

In an effort to revitalize charitable bingo, the OLG is working in collaboration with the charitable industry to offer electronic games in bingo halls, with a portion of the proceeds going to charities. The types of electronic games offered include:

- Electronic bingo (similar to traditional bingo played on paper)
- Electronic break open ticket dispensers (TapTix)
- Electronic shutterboard bingo
- Play on Demand electronic games, accessed by players on individual computer screens

The AGCO is responsible for regulating these electronic bingo centres and some of its key activities associated with this include:

- Conducting eligibility assessments and registering operators, suppliers/manufacturers, retailers/sellers and gaming assistants who work in or supply the electronic bingo centres;
- Establishing standards and requirements for the conduct, management and operation of lottery schemes, gaming sites and related businesses;

- Testing of electronic games by the AGCO Technology Regulation and iGaming Compliance Branch for compliance with the technical standards developed by the Registrar; and
- Regulatory assurance activities, including audits, inspections, and investigations, to ensure that the games and bingo centres are conducted in compliance with all applicable laws, regulations, standards and policies.

Internet Gaming

The OLG launched (and conducts and manages) the province's first regulated internet gaming (igaming) platform, PlayOLG.ca, in 2015. Ontario's private igaming market launched on April 4th, 2022. iGaming Ontario, a subsidiary of AGCO, is responsible for conducting and managing the private igaming market. The AGCO's igaming regulatory framework aims to achieve the Government of Ontario's objectives of providing consumer choice, ensuring player protection, and supporting the growth of the legal market.

As with its other lines of business in the gaming sector, the AGCO performs a number of activities to ensure igaming in Ontario is conducted with honesty and integrity, including:

- Conducting eligibility assessments to determine whether applicants are suitable to be registered as operators or gaming-related suppliers, which includes independent testing labs (ITLs) and independent integrity monitors;
- Outlining technical standards that are used by ITL's to test and certify, among other things, online games available for Ontario players.
- Conducting ongoing regulatory assurance activities, including regular audits, testing and site visits, to assess compliance with the GCA and the Registrar's Standards for Internet Gaming.

Help us improve the AGCO website

Complete a short survey

This is Exhibit "B" referred to in the Affidavit of Jesse Todres, sworn before me by videoconference at Toronto, Ontario on this 31st day of May, 2024 in accordance with O. Reg. 431/20.

Andriy Holuk

LSO No. 67149D

**AGCO**Alcohol and Gaming
Commission of Ontario[HOME](#) » [LOTTERY & GAMING](#)

Internet Gaming Operator Application Guide

[Printer-friendly version](#)[Print Version](#)

We're here to help

This Internet Gaming Operator Application Guide contains detailed information to assist internet gaming operators in applying for registration. We strongly encourage you to visit and keep checking the [AGCO website](#) for up-to-date additional helpful resources.

We are looking forward to working with you on your application. Subject matter experts are available to respond to your eligibility and compliance related inquiries including registration questions. A process is also in place to coordinate and connect applicants with iGaming Ontario staff as required. Please direct your inquiries about applying for registration as an internet gaming site operator to AGCO Customer Service through one of the following:

- Anytime via the [iAGCO online portal](#)
- By phone at 416-326-8700 or 1-800-522-2876, Monday-Friday 8:30am-5:00pm

Once you have submitted your application, dedicated contacts (including those within our Licensing and Registration Branch and Technology Regulation and iGaming Compliance Branch) will work with you throughout the process and liaise with other team members where applicable.

Important Notes

As you complete your application, please take note of the following:

- The Guide does not include all details of your legal responsibilities as a registrant. Please ensure that you are fully aware of those responsibilities including those set out in the *Gaming Control Act, 1992* and its regulations. The *Gaming Control Act, 1992* is available online at [e-Laws](#) or by contacting Publications Ontario at 416-326-5300 or toll-free at 1-800-668-9938.

- Registrants must comply with the relevant Registrar's Standards for Internet Gaming.
- Each statement made in your application is subject to verification.
- Do not misrepresent or omit any material fact(s). Each statement made in your application is subject to verification.
- It is a serious offence to knowingly provide false information on the forms and on any attachments.
- The provision of false, incomplete, or misleading information or the omission of information on the forms or in the documents submitted with your application, or the failure to notify the Registrar of any material changes to this information which occur after this application is filed, may also result in the refusal, suspension or revocation of your Registration.
- Operators seeking to participate in the Ontario regulated igaming scheme will also have to enter into a commercial agreement with Ontario's Conduct and Manage entity, iGaming Ontario. For more information regarding iGaming Ontario, please visit: <http://www.igamingontario.ca>

1. Who needs to register as an Internet Gaming Operator?

Registration as an Internet Gaming Operator is required for entities that operate an internet gaming site within Ontario.

Given the wide range of potential variations in company organization and structure, there is not a definitive list of activities that illustrates what it means to "operate a gaming site." In general, for igaming, operating a gaming site means having an ongoing responsibility for the gaming site as a whole, including:

- Key decision-making activities,
- Meeting compliance obligations for the gaming site, and
- Having authority to retain suppliers in relation to the gaming site, such as choosing whether Gaming Related Suppliers (GRSs) are used and which GRSs are used.

Another useful way to look at the role of an operator is comparing it to the role of a GRS. GRSs are goods or service suppliers, not operators, including those that manufacture, provide, install, test, maintain or repair gaming equipment or who provide consulting or similar services directly related to the playing of a lottery scheme or the operation of a gaming site. Unlike operators, they do not have any measure of control or role in relation to operating the gaming site as a whole.

Rather, they provide specific goods or services that are directly related to the gaming site or the playing of a lottery scheme. Some examples of GRSs include third-party internet gaming platform providers and independent testing laboratories (ITLs).

An operator may engage in the same activities as a GRS but will need only apply as an Internet Gaming Operator (and, therefore, submit one application and one fee as such). In contrast, a GRS is not permitted to operate a gaming site.

Note: If you intend to operate more than one distinct online gaming site, you are required to submit a separate application for each site. Please refer to Section 2 in this Guide, What constitutes a distinct internet gaming site?, for additional guidance.

The AGCO will look at applications on a case-by-case basis and will work with you to confirm the details of your application and ensure that the operator designation is appropriate for your organization.

2. What constitutes a distinct internet gaming site?

In the *Gaming Control Act, 1992*, a gaming site is defined as a “premises or an electronic channel maintained for the purpose of playing or operating a lottery scheme.”

The AGCO will consider the following factors when determining whether you are proposing to operate a single internet gaming site or multiple internet gaming sites. Note that a proposed offering does not need to meet all the factors to be assessed as a single gaming site.

a) Uniform account credentials

Uniform account credentials link a player’s access to the gaming site, related websites or domain names, mobile app(s), and the various styles of game offerings seamlessly. A distinct login through a portal to a particular game or group of games is required. However, upon login and any other required verification, the patron would gain access across the entire spectrum of operator game offerings seamlessly. They could then login to other offerings like mobile apps or related websites or domain names of the operator without creating new account credentials.

Note: It is not enough for a patron to simply opt to register and sign-in with the same username and password across all gaming sites.

For Example:

- **Single gaming site:** A single gaming site requires one login and a single set of account credentials which provides access to all games, websites or domain names and mobile apps.
- **Multiple gaming sites:** A patron is required to use two different account credentials in order to login and access certain games, websites or domain names and mobile apps. This is indicative of the existence of two separate gaming sites.

b) Common e-wallet (digital account)

An e-wallet, also referred to as a digital account, that is integrated into a single platform to enable a patron to have access to their funds across all related websites or domain names, mobile app(s) and the various styles of game offerings. A common e-wallet may be a distinguishing characteristic that would indicate a single electronic gaming site.

For Example:

- **Single gaming site:** A patron can manage their digital account (i.e. deposit funds) in one part of the gaming site and be able to access those funds within a different game offering on the related websites or domain names and mobile app(s).
- **Multiple gaming sites:** A patron is required to manage a separate digital account on each website,

game offering or mobile app(s) to access funds.

c) Branding

Operators may have different game offerings, related websites or domain names and mobile app(s) operating under different site brand names. A site brand is the combination of properties (i.e. colour, logo, theme, etc.) within a site(s) that gives it an identity and makes it distinct from other sites. An individual site brand may be a distinguishing characteristic that would indicate a separate electronic gaming site.

d) Different operators

The persons operating gaming sites, even those closely associated through branding, may be different. These operators, even where those form part of the same over-arching corporate structure, may be an indicator that different sites are being operated. Each operator would require separate registration.

For Example:

- **Single gaming site:** A single operator operates the gaming site and all its related websites or domain names, game offerings and mobile app(s).
- **Multiple gaming site:** One operator operates the gaming site and another operator operates the mobile app(s).

Note: Additional information may be requested by the Registrar to complete the determination as to whether a single or multiple game sites are being applied for.

3. What regulatory fees will be charged at registration?

An operator of an internet gaming site is required to pay a regulatory fee of \$100,000 annually per gaming site. This regulatory fee must be submitted with the application. Gaming registrants can select a one or two-year term option, with fees payable to match the length of the term. The AGCO's [Gaming Registration Fee Schedule page](#) lists all types of regulatory fees.

Note the following with respect to making this payment:

- When using online services, all payments or applicable fees under \$30,000 must be made by Visa, MasterCard, Visa Debit or MasterCard Debit.
- Payments of \$30,000 or more must be made by money wire transfer or electronic funds transfer. Please note that cheques and cash are not accepted as forms of payment when using iAGCO online services. For more information, please refer to the [Money Wire Transfer and Electronic Funds Transfer](#) page on the AGCO website.
- This regulatory fee must be received by the AGCO before an application will be processed.

All regulatory fees are non-refundable.

Also please note that additional regulatory costs will apply to registered Operators.

In addition to the \$100,000 per gaming site regulatory fee noted above:

- Any applicant may be required to pay the reasonable costs of an investigation prior to processing of their application. These costs would be levied on an as-required basis, depending on whether additional investigative activities are needed and the intensity and cost of those activities.
- The AGCO aims to offset the overall cost of regulating internet gaming. Each operator should anticipate possible additional payments to recover these costs. The specific amount per operator is yet to be determined. However, the amount could be significantly greater than the above-mentioned regulatory fee of \$100,000 per gaming site along with investigative charges.

4. Ceasing unregulated Ontario igaming market activities by registrants and applicants

The AGCO's regulatory framework helps ensure, among other things, that igaming in Ontario is conducted, managed, and operated with honesty and integrity, and protects the Ontario public and players. Ontario's framework enables the Registrar to consider applications and provide registrations where operators have met the relevant regulatory requirements.

As of October 31st, 2022, a new Standard requires registrants and applicants to cease any unregulated activities in the Ontario igaming market. The requirements of this new Standard are as follows:

1. Operators and gaming-related suppliers must cease all gaming activities in Ontario's igaming market if, to carry out those activities in iGaming Ontario's regulated online lottery scheme, it would require registration under the GCA.
2. Operators and gaming-related suppliers shall not enter into any agreements or arrangements with any unregistered person who is providing the operator or the gaming-related supplier with any goods or services if, to provide those goods and services in iGaming Ontario's regulated online lottery scheme, it would require registration under the GCA.
3. For greater certainty, these requirements apply to applicants.

These requirements will provide the basis for future eligibility and compliance activities.

5. Submitting information through iAGCO

Applicants conduct all their AGCO registration-related transactions online through the iAGCO web-based portal. By [creating an iAGCO account](#), you will be able to apply for and manage your AGCO-issued licences, permits, authorizations and registrations, anytime and from anywhere.

- Once approved, you will receive your registration certificate by email (also available for download via your [iAGCO account](#)).
- You can also view the real-time status of your applications and reuse your information once it has been saved, for all your future applications, amendments and renewals. You only need to update that information when changes occur.

6. Information to be Submitted

To allow the AGCO to begin processing your application, your submission should include the following:

- Operator Application
- Registrar's Standards Gap Analysis
- Personal Disclosure for individuals identified below
- Entity Disclosure
- Regulatory fee
- Any requested investigation fee
- Supporting documents (as applicable)

For your Operator Application, supporting documents may include:

- Business Name Registration
- Constituting Document(s)
- Certificate or Articles of Incorporation
 - Charter/By-Laws
 - Partnership Agreement
 - Limited Partnership Agreement
 - Limited Partnership Declaration
 - Shareholder's Agreement
 - Trust Agreement
 - Any other constituting documentation relevant to the entity
- Details of Shares
- Extra-Provincial Power of Attorney (for Limited Partnerships)
- Financial Statements
- Government-Issued Identification
- Personal History – Gaming
- Schematic Diagram
 - Partnership & Limited Partnership: showing the relationship between the partners, any affiliates or subsidiary entities, and any individual or entity that has a 5% or greater interest in the partnership.
 - Corporation: showing the relationship between the applicant and all shareholders (including parent or holding corporations) owning 5% or more of any shares of the applicant corporation, and any affiliated or subsidiary corporations.
 - Joint Venture: showing the relationship between the joint venture partners, any affiliates or subsidiary entities, and any individual or entity that has a 5% or greater interest in the joint venture.
 - Association: showing the relationship between the applicant and any entities forming the association, any affiliates or subsidiary entities, and any individual or entity that has a 5% or greater interest in the association.

- Signature of Applicant or Partner(s) as applicable
- Tax Return and Tax Assessment
- Criminal Background Check (if Canada is not the primary residence of an individual)
- List of Suppliers
- Gaming Site Diagram
- Registrar's Standards for Internet Gaming Gap Analysis

7. Registrar's Standards for Internet Gaming Gap Analysis

Your submission must also include a compliance gap analysis against the AGCO [Registrar's Standards for Internet Gaming](#).

The purpose of this analysis is to demonstrate that each applicant is aware of the content of the Registrar's Standards for Internet Gaming, that you have done substantive analysis to identify any gaps relative to your current controls, processes, technology, etc., and that you have developed a plan to address those gaps.

As such, your Registrar's Standards for Internet Gaming Gap Analysis must include:

1. Confirmation of the Standards with which the entity would be in compliance if it were currently operating in a regulated Ontario igaming scheme.
2. Identification of any Standards with which the entity would not be in compliance if it were currently operating in a regulated Ontario igaming scheme.
3. A plan which outlines how and when full compliance with the Standards will be achieved.

8. Entity Disclosure

Entity Disclosure must be completed by the following entities:

- An applicant that is a corporation (whether profit or not-for-profit) or a trust;
- A corporate shareholder (including any parent or holding corporation) holding 5% or more of any shares of an applicant corporation; and
- A corporation or a trust with an interest in an applicant entity (e.g. through a partnership, joint venture or association).

Note: Do not complete Entity Disclosure for corporations affiliated to the applicant through common ownership and/or subsidiaries of the applicant corporation unless requested by the Registrar.

For more information, please refer to the [Personal and Entity Disclosure Requirements Guide](#).

9. Personal Disclosure

Personal Disclosure* must be completed by the following individuals associated with an applicant entity:

- A sole proprietor (in the case of an applicant who is a sole proprietor);

- A partner (in the case of an applicant that is a partnership);
- An officer or director of an applicant corporation and/or any parent or holding corporations;
- A shareholder holding 5% or more of any shares of an applicant corporation;
- A trustee and beneficiary of any trusts that hold any shares or interest in an applicant and/or its parent or holding corporations; and
- A principal employee of an applicant.

For those individuals for whom Canada is not the primary place of residence, a recent (within the last 12 months) criminal background check, must be submitted with the disclosure.

Note: Employees of internet gaming operators are not required to be registered as Gaming Assistants.

* For more information, please refer to the [Personal and Entity Disclosure Requirements Guide](#).

10. Declaration

The declaration must be completed by an individual who has signing authority (i.e. authority to bind) on behalf of the business entity (applicant) named in the application.

11. Control Activity Matrix Submission

All registered internet gaming operators will be required to submit an independently audited assessment of the processes and controls that they have in place to meet the Registrar's Standards for Internet Gaming. The AGCO typically refers to these processes and controls as a Control Activity Matrix (CAM).

The independently audited CAM will be required to include all controls related to the gaming site, including where the operator works with third-party suppliers, including platform providers. More information about CAM submission requirements will be provided in the near future.

There are two scenarios for submitting this information:

1. Operators that are assessed during the AGCO's Eligibility review as potentially posing elevated risk may be required to submit the independently audited CAM before they launch in the regulated Ontario igaming scheme.
2. Operators not assessed in this manner will be required to submit the CAM within three months of launch.

During the Eligibility Review process, operator applicants will be notified of which scenario applies to them and will be contacted by the Technology Regulation and iGaming Compliance Branch to discuss next steps and requirements.

Thank you — and don't forget, we're here to help

We're excited you are considering becoming part of the open and competitive regulated igaming scheme in Ontario. As we noted at the beginning of this guide, we are looking forward to working with you on your

application. Our subject matter experts are ready to respond to your eligibility and compliance-related inquiries.

We will also coordinate and connect applicants with iGaming Ontario staff as required. Please direct your inquiries about applying for registration as an internet gaming site operator to AGCO Customer Service through one of the following:

- Anytime via the [iAGCO online portal](#)
- By phone at 416-326-8700 or 1-800-522-2876, Monday–Friday 8:30am–5:00pm

Once you have submitted your application, dedicated contacts (including those within the AGCO's Licensing and Registration Branch and Technology Regulation and iGaming Compliance Branch) will work with you throughout the process and liaise with other team members where applicable.

Help us improve the AGCO website

[Complete a short survey](#)

This is Exhibit "C" referred to in the Affidavit of Jesse Todres, sworn before me by videoconference at Toronto, Ontario on this 31st day of May, 2024 in accordance with O. Reg. 431/20.

Andriy Holuk

LSO No. 67149D

Registrar's Standards for Internet Gaming

Last Updated:
2024-02-28

The Registrar Standards for Internet Gaming came into force on April 4, 2022 when Ontario's new igaming market launched.



[Print Version](#)

Introduction

The Standards-Based Approach

Under the *Gaming Control Act, 1992* (GCA) the Registrar is authorized to establish risk-based standards to regulate Ontario's gaming sector. The objective of a standards-based regulatory model is to shift the focus from requiring registrants to comply with a specific set of rules or processes, which tend to be prescriptive in nature, towards the broader regulatory outcomes or objectives they are expected to achieve. These regulatory outcomes are reflected in the "Standards" established herein.

In most cases, these Standards are drafted at a high level of generality, with the aim being to capture the purpose behind the rule. This offers greater flexibility for regulated entities to determine the most efficient and effective way of meeting the outcomes required, which in turn helps reduce regulatory burden and support market innovation. Since there may be many ways for a registrant to meet the Standards, they have the flexibility to determine what works best for their business, thereby strengthening regulatory outcomes without needlessly burdening regulated entities. Further, the flexibility inherent in a Standards-Based model allows the Alcohol and Gaming Commission of Ontario (AGCO) to focus its resources on key risks and to deliver a modernized approach to gaming regulation in a rapidly evolving industry.

Registrar's Authority

OLG (Ontario Lottery and Gaming Corporation), iGaming Ontario, Operators, and gaming-related suppliers are required to comply with the GCA and Regulation 78/12. Specifically, Sections 3.8 and 3.9 of the GCA require registrants, employees and other persons retained by OLG and iGaming Ontario to comply with the Standards and Requirements established by the Registrar. The GCA provides the Registrar with the authority to establish Standards and Requirements for the conduct, management and operation of gaming sites, lottery schemes or businesses related to a gaming site or a lottery scheme or for related goods or services.

To Whom the Standards Apply

Standards and Requirements established by the Registrar will apply to OLG with respect to its internet gaming site, to iGaming Ontario with respect to its activities, and to all registered internet gaming Operators in Ontario. Additionally, certain Standards and Requirements also apply to registered gaming-related suppliers.

Operators are expected to ensure that the Standards related to the operation of their gaming site are met, regardless of the entity that is carrying out the related activities. Depending on the circumstances, the Registrar may hold an Operator, a gaming-related supplier, or both, accountable for meeting a particular Standard.

The Registrar may direct any registered supplier to comply with any additional Standards and Requirements, as considered necessary to enhance and preserve the integrity of and public confidence in gaming in Ontario. The Registrar may also propose additional terms of registration specific to an Operator or other registrant to give effect to the purposes of the GCA.

The Registrar may refuse a registration if the applicant is carrying on activities that would be in contravention of the Standards, if the applicant were registered.

Standards and Requirements for Sport and Event Betting

The AGCO recognizes that sport and event betting is an integral part of internet gaming. The AGCO has taken an integrated approach where the standards and requirements for sport and event betting are embedded within the *Registrar's Standards for Internet Gaming*. This integrated structure means that the *Registrar's Standards for Internet Gaming* will generally apply to sport and event betting. The standards and requirements apply to all sports, esports, novelty, betting exchange, and fantasy sports products, and includes various bet types such as single-event, in-game, pool, parlay, and exchange bets. Virtual sports are not a type of sport and event betting, thus standards specific to sport and event betting do not apply.

The Registrar's Standards for Internet Gaming — Composition

This document includes only the Registrar's Standards for Internet Gaming, applicable to regulated internet gaming sites in Ontario.

The "Standards and Requirements" are divided into the six identified risk themes, under which theme-specific Standards and Requirements are provided. The six identified risk themes which make up the "Standards and Requirements" include:

1. Entity Level

2. Responsible Gambling
3. Prohibiting Access to Designated Groups and Player Account Management
4. Ensuring Game Integrity and Player Awareness
5. Information Security and Protection of Assets
6. Minimizing Unlawful Activity Related to Gaming

Requirements

For certain Standards, further and more explicit direction is provided through one or more specific “Requirements”. These Requirements establish the minimum obligations a registrant must achieve to fulfill the corresponding Standard.

Guidance

Included as part of a number of the Standards and Requirements is a corresponding section which provides regulatory guidance specific to the given standard or requirement. Guidance serves to provide registrants with greater clarity as to the purpose or intent behind a given Standard or Requirement.

Definitions

[Amended: February, 2022]

Term	Definition
AGCO	AGCO means the Alcohol and Gaming Commission of Ontario.
Authenticator	Authenticator is the means or mechanism by which an individual is identified and verified by the system.
Auto-wagering	Auto-wagering is a game feature whereby the player can elect to bet during a game without having to manually activate the betting feature each time a bet is made.
Bet	A Bet is an amount of money at risk in a wager.
Board	Board refers to either the entire Board of Directors of an Operator or gaming-related supplier (as the case may be) or a committee of the Board that has been delegated a particular element of Board oversight (e.g. audit, compliance, etc.) For purposes of clarity, “Board” does not include the iGaming Ontario Board.

Term	Definition
Bot	A Bot is a software application that runs automated tasks over the internet.
Control Activity Matrix	A summary of all control activities used to address the regulatory risks identified by the AGCO and achieve the regulatory outcomes reflected in the Standards and Requirements.
Controls or Control Activities	Controls or control activities include the individual policies, procedures, business processes, monitoring systems, structures, accountabilities, tools and instruments that comprise the control environment management establishes to address the regulatory risks identified by the AGCO and achieve the regulatory objectives reflected in the Standards and Requirements.
Deactivated Account	A Deactivated account is a player account which has been made no longer available to the player for log on and use.
Dormant Account	A Dormant account is a player account which has been temporarily frozen due to inactivity and made unavailable for player log on and use.
Eligible Individuals	Eligible individuals are those persons who are not prohibited from accessing gaming sites or playing lottery schemes under Standard 3.1.
eSports	Multiplayer video games played competitively for spectators; eSports are considered a sport for the purpose of these Standards.
Fantasy Sports	Any pay-to-play sport betting product (fantasy sports contests are considered a type of sport betting for the purpose of these Standards) provided by an operator wherein consumers can assemble a virtual team composed of real in a given sport and compete against other virtual teams based on the performance of those players in real matches.
FINTRAC	FINTRAC means the Financial Transactions and Reports Analysis Centre of Canada.
Free-to-play Games	Free-to-play Games refer to games, including those offered for promotional purposes, that provide players the option to play without paying or betting.
Gaming-related supplier	Gaming-related supplier has the same meaning as it does in Ontario Regulation 78/12, made under the <i>Gaming Control Act, 1992</i> .

Term	Definition
Game outcome	The result of a wager.
Game session	A game session is the playing of any of the applicable lottery schemes, and begins when a player starts playing a game for real money. A gaming session ends when a player exits a game.
Gaming site	Gaming site means an electronic channel maintained for the purpose of playing or operating a lottery scheme.
Gaming supplies	Gaming supplies refers to gaming equipment that could influence or is integral to the conduct, management or operation of a lottery scheme.
Gaming system	Gaming system includes hardware, software, applications and all associated components of gaming supplies and the technology environment.
GCA	GCA means the <i>Gaming Control Act, 1992</i> .
igaming	igaming refers to lottery schemes conducted and managed by OLG or iGaming Ontario that are played or operated through the internet, but does not include OLG lottery products.
Independent Integrity Monitor	Any supplier registered by the Registrar to perform the Independent Integrity Monitor role pursuant to Standard 4.32, which provides services to, among others, regulators, or operators to receive, assess, and distribute unusual/suspicious betting alerts and has the expertise to analyze and evaluate the accuracy and severity of received unusual/suspicious betting alerts.
Independent oversight function	Independent oversight function has the meaning ascribed to it in Standard 1.02.
Lottery scheme	Lottery scheme has the same meaning as in subsection 207(4) of the Criminal Code (Canada).
Manual controls	Manual controls are human-performed control activities.

Term	Definition
Notification Matrix	Notification matrix is the policy document that lists the obligations of Operators and gaming-related suppliers to notify the AGCO in specifically delineated circumstances.
Novelty Events	Any bet placed on a non-sporting event where real-world factual occurrences are the contingency on which an outcome is determined and in accordance with Standard 4.34.
OLG	OLG means the Ontario Lottery and Gaming Corporation.
OPP	OPP means the Ontario Provincial Police.
Operator	Operator has the same meaning as it does in Ontario Regulation 78/12, made under the <i>Gaming Control Act, 1992</i> , and further includes OLG and iGaming Ontario.
Peer-to-peer games	Peer-to-peer games are a type of lottery scheme where players gamble against each other rather than against the house.
Randomness or Chance	Randomness or Chance is observed unpredictability and absence of a pattern in a set of events that have definite probabilities of occurrence.
Registrar	Registrar means the Registrar established under the <i>Alcohol, Cannabis and Gaming Regulation and Public Protection Act, 1996</i> .
Self-excluded persons	Self-excluded persons are individuals who participate in a process to exclude themselves voluntarily from gaming sites.
Sensitive Data	Sensitive data includes but is not limited to player information and data relevant to determining game outcomes.
Single-player games	Single player games are any games which are not considered to be peer-to-peer games.

Term	Definition
Slots	Casino games of a reel-based type (includes games that have non-traditional reels).
Sport and Event Betting	<p>Any bet on occurrences related to sports, competitions, matches, and other types of activities which meet the criteria articulated in Standard 4.34, and which excludes games or events where the outcome is determined or controlled by a random number generator, peer-to-peer play, or an operator. Sport and event betting includes:</p> <ul style="list-style-type: none"> • Bets on fantasy sports, esports, and novelty events, but does not include bets on virtual sports. • Sport and Event Bets include, but are not limited to, single-game bets, teaser bets, parlays, over-under, moneyline, pools, exchange betting, in-game betting, proposition bets, and straight bets.
Sport/Event Governing Body	An organization that prescribes final rules and enforces codes of conduct (including prohibitions on betting by insiders on events overseen by the sport governing body) for a sporting event and the participants in the event.
Synthetic Lottery Products	Any bet that is part of a scheme operated by a third-party where the outcome is derived from a separate underlying lottery draw operated by a different operator.
iGaming Ontario	iGaming Ontario means the lottery subsidiary as set out in the <i>Alcohol, Cannabis and Gaming Regulation and Public Protection Act, 1996</i> and under its regulation.
System Accounts	System accounts are all accounts that are used to manage the system.
Virtual Sports	A computer-generated presentation of a random number draw that provides sport-like visual presentation for entertainment purposes only. The outcome of the “event” is determined by a random number generator, rather than real-world sport or novelty events or players. Virtual sports are not considered a type of sport and event betting.

Entity Level

The intent of this risk theme is to ensure that regulated entities have a sound control environment, and an organizational structure that promotes good governance, accountability and oversight, as well as transparency in dealings with the AGCO.

The regulatory risks associated with this theme are:

- Lack of appreciation and understanding of critical elements of a risk-based control environment
- Lack of defined Board mandate and independent oversight of management
- No mechanism for reporting wrong-doing

- Inadequately documented management policies and procedures to define and align accountability skills and competence
- Lack of understanding about expected ethical behaviour
- Lack of transparency in decision-making
- Individual knowingly fails to comply

Management Integrity

1.01 There shall be a commitment to character, integrity and high ethical values demonstrated through attitude and actions. (Also applicable to Gaming-Related Suppliers)

Requirements – At a minimum:

1. All applicable laws and regulations shall be adhered to.
2. Matters identified in management letters from internal and external auditors and matters identified by the Registrar shall be responded to in a timely manner.
3. Operators and gaming-related suppliers shall create and abide by a code of conduct which addresses, at a minimum, conflicts of interest and transparency in dealings with the Registrar. Operators and gaming-related suppliers will be responsible for employee compliance with the code, where such employees play games provided by the Operator or supplier. The code of conduct must be regularly reviewed by the organization's senior management.

Guidance: Management in the context of this Standard refers to executives and senior-level management who have the day-to-day responsibility of managing the business of the organization.

Sound Control Environment

1.02 Operators and gaming-related suppliers shall develop, document and implement formal control activities to address the regulatory risks identified by the AGCO and achieve the regulatory objectives reflected in the Standards and Requirements. Control activities must be authorized by the appropriate level of management. (Also applicable to Gaming-Related Suppliers) [Amended: February, 2022]

Requirements – At a minimum:

1. A process shall be in place to periodically review control activities for effectiveness in meeting the Standards and Requirements and to document, remedy and adjust the controls where deficiencies or gaps are found.
2. Substantial changes to the Operator's control environment shall be communicated to the Registrar in a timely manner.
3. Control activities must be available to the AGCO (or its designate) for regulatory assurance purposes.
4. Operators and gaming related suppliers who run critical gaming systems shall develop a control activity matrix. An operator's control activity matrix shall summarize all controls related to the gaming site, including where the operator works with third-party suppliers, including platform providers.
5. Operators shall have their control activities assessed by an independent oversight function for alignment with the Standards and Requirements.

Guidance: Independent oversight may be exercised by an internal audit body and/or external auditor, as

considered appropriate by the Operator and as acceptable to the Registrar. The Registrar recognizes that oversight practices may vary by Operator depending on their size, ownership structure, scope and complexity of operations, corporate strategy and risk profile. Whatever the case, the independent oversight function should be responsible for auditing the organization's compliance management framework, identifying, managing and reporting on risks the organization is or might be exposed to and exercising oversight that is independent from operational management. It should also have direct and unrestricted access to the Board.

1.03 Management overrides of the control activities shall be clearly documented and made available to the Registrar upon request. (Also applicable to Gaming-Related Suppliers)

Requirements – At a minimum:

1. Approval from at least two senior-level managers is required in order to override any control activity, and in each instance the override shall be reported to the Board or other governance structure where a Board does not exist.

***Guidance:** The intent of this Standard is to allow senior-level management to override controls on a one-off basis in necessary circumstances and to ensure that appropriate documentation is maintained for auditing purposes. This Standard is not intended to address permanent changes to the control environment.*

1.04 Operators must establish, implement and maintain controls to support preparation of financial reports which comply with all applicable accounting standards, rules and good practices.

Organizational Structure and Capabilities

1.05 A personnel security screening process shall be in place for any director or officer, and any employee, agent or consultant, at a level that is appropriate for the individual's role in the organization. (Also applicable to Gaming-Related Suppliers)

1.06 Employees must have the competence, skills, experience and training required to execute control activities that are relevant to their responsibilities. (Also applicable to Gaming-Related Suppliers)

Requirements – At a minimum:

1. Employees involved in performing control activities must be trained and have knowledge of the organization's control environment, the regulatory risks that the controls are designed to mitigate, and the regulatory objectives reflected in the Standards and Requirements.

1.07 Organizational structures shall be designed to promote a sound control environment and proper segregation of duties to ensure that the possibility for collusion or unauthorized or illegal activities is minimized. (Also applicable to Gaming-Related Suppliers)

Requirements – At a minimum:

1. Employees shall be given the appropriate and documented authority and responsibility to carry out their job functions, subject to supervision.
2. The adequacy of segregation of duties as they relate to player protection, game integrity and protection of assets shall be regularly reviewed by the organization's internal audit group or other independent oversight function acceptable to the Registrar.
3. Operators must maintain an up to date organizational chart showing key reporting lines and relationships, and make it available to the Registrar upon request.

1.08 Management clearly understands its accountability and authority for the control environment.

(Also applicable to Gaming-Related Suppliers)

Requirements – At a minimum:

1. Management shall have been trained and have knowledge of the organization's control environment, the regulatory risks that the controls are designed to mitigate, and the regulatory objectives reflected in the Standards and Requirements.

1.09 Information, including logs, related to compliance with the law, the Standards and Requirements and/or adherence with control activities shall be retained for a minimum of three (3) years, unless otherwise stated. (Also applicable to Gaming-Related Suppliers)

Oversight

1.10 Compliance with the Standards and Requirements shall be documented in an organized manner to ensure that the information is capable of being reviewed and audited by an independent oversight function. (Also applicable to Gaming-Related Suppliers)**Requirements** – At a minimum:

1. Documentation shall be reviewed and analyzed to ensure compliance with the Standards and Requirements, and approved by management.
2. Internal and external auditors shall be granted access to all relevant systems, documentation (including control activities) and resources for the purpose of conducting an audit.
3. Where directed, Operators and gaming-related suppliers shall retain an independent auditor acceptable to the Registrar to carry out audits required by the Registrar and provide copies of the audit reports to the Registrar.

Guidance: The intent of this Requirement is to allow the Registrar to direct third party audits where considered necessary for regulatory assurance purposes. Although the auditor would be retained by the Operator or gaming-related supplier in these circumstances, it would report directly to the Registrar.

4. In reviewing control activities for compliance with the Standards and Requirements, internal and external auditors shall take into account the Registrar's expectations, as articulated herein.

1.11 Primary accountability for compliance resides with the Board, or other governance structure, where a Board does not exist, and there shall be evidence that the Board, or other governance structure, has carried out its responsibility in this respect. (Also applicable to Gaming-Related Suppliers)**Requirements** – At a minimum:

1. A compliance oversight function shall be established that is independent of the activities it oversees.

Guidance: Overall responsibility for compliance monitoring should ideally rest with a chief compliance officer or if such person does not exist, a member of senior management.

2. An internal audit function shall be established that regularly audits the organization's control environment and compliance management framework and exercises oversight that is independent from operational management. The internal audit function shall have the authority to independently

review any aspect of the operations.

Guidance: *Where this is not feasible given the organization's size or structure, audits should be carried out by another independent oversight function.*

3. The compliance oversight function and internal audit or other independent oversight function shall have direct and unrestricted access to the Board, or other governance structure, and shall report on all important issues regarding compliance on a regular basis or as necessary.
4. The Board, or other governance structure, shall establish a committee or committees to oversee the organization's compliance and audit oversight functions, with appropriate terms of reference addressing composition and accountabilities.
5. Members of the Board, or other governance structure, and of any committees established to oversee the organization's compliance and audit oversight functions shall understand the business's operations, initiatives and major transactions, and shall have the skills, training, experience and independence to carry out their fiduciary responsibilities.

1.12 There shall be an independent “whistleblowing” process to allow employees to anonymously report deficiencies or gaps in the control environment as well as incidents of possible non-compliance with the controls, Standards and Requirements, or the law. (Also applicable to Gaming-Related Suppliers)

Requirements – At a minimum:

1. Operators shall ensure issues raised through the “whistleblowing” process are addressed and communicated to the Board in a timely manner.

1.13 Registrants shall engage with the Registrar in a transparent way. (Also applicable to Gaming-Related Suppliers)

Requirements – At a minimum, Operators shall:

1. Provide reports regarding any incident or matter that may affect the integrity or public confidence in gaming, including any actions taken to prevent similar incidents from occurring in the future, in accordance with the established notification matrix.
2. Provide reports regarding any incident of non-compliance with the law, Standards and Requirements or control activities, including any actions taken to correct the cause of non-compliance, in accordance with the established notification matrix.
3. Make available any data, information and documents requested by the Registrar.

1.14 The Operator shall ensure that investigators (OPP or Registrar) are able to monitor and participate in games.

Customer Service

1.15 A mechanism shall be in place to allow players to contact the Operator in a timely fashion with issues and complaints relating to their player account, funds management, game play or any matter related to compliance with the Standards and Requirements. The Registrar shall be notified of any such issues or complaints, in accordance with the established notification matrix.

1.16 Player complaints, disputes and inquiries must be recorded and addressed in a timely, fair, transparent and appropriate manner.

Requirements - At a minimum;

1. Operators must have clear service standards and must make these available to players.
2. Disputes must be resolved under Ontario and Canadian law.

1.17 Relevant information about the AGCO shall be displayed and easily accessible to the player.

Third Party Management

1.18 Operators and gaming-related suppliers shall only contract with reputable suppliers. (Also applicable to Gaming-Related Suppliers)

1.19 Operators are responsible for the actions of third parties with whom they contract for the provision of any aspect of the Operator's business related to gaming in Ontario and must require the third party to conduct themselves in so far as they carry out activities on behalf of the operator as if they were bound by the same laws, regulations, and standards.

1.20 Operators and gaming-related suppliers shall maintain a list of suppliers that provide them with goods or services in relation to lottery schemes and shall make it available to the Registrar upon request. (Also applicable to Gaming-Related Suppliers)

1.21 Operators must ensure that no independent third parties that engage in direct-to-consumer marketing, direct-to-consumer promotion, or player referral services for the Operator under contract, in exchange for commissions, or for any other form of compensation also undertake such activities related to online gaming sites that facilitate or accept wagers from players in Ontario without an AGCO registration.

***Guidance:** This Standard covers the activities of those entities that Operators and others in the gaming industry commonly refer to as "affiliates" or "marketing affiliates", which are often paid or otherwise compensated to refer to customers to another business' products, services, or websites through direct-to-consumer marketing services. This commonly understood term used among gaming registrants and other entities involved in gaming, and known as "affiliates" or "marketing affiliates", is used here for guidance purposes only, and is distinct from how that term may be used in any other regulatory scheme.*

Unregulated Activities

Last Updated:
2022-10-31

1.22 Operators and gaming-related suppliers must cease all unregulated activities if, to carry out those same activities in iGaming Ontario's regulated online lottery scheme, it would require registration under the GCA.

Operators and gaming-related suppliers shall not enter into any agreements or arrangements with any unregistered person who is providing the operator or gaming-related supplier with any goods or services if, to provide those goods and services in iGaming Ontario's regulated online lottery scheme, it would require registration under the GCA. [Added: October, 2022]

***Note:** For greater certainty, and without limiting the generality of any other Standard, this Standard applies to and governs applicants.*

Responsible Gambling

Responsible gambling is a key AGCO priority and central to the public interest. The intent of this risk theme is to ensure that gaming is provided in a way that seeks to minimize potential harm and promote a responsible gaming environment.

Regulatory Risks associated with this theme include:

- Inappropriate advertising practices targets minors.
- Advertising is false and misleadingly deceptive to attract the public.
- Advertising deemed to promote excessive play.
- Players allowed to play excessively.
- Responsible gaming controls not designed into environment and product.
- Players are unaware of risks to problem gambling and options to self- control.

Policies and Culture

2.01 Operators shall implement and follow policies and procedures that will identify, prevent and minimize the risks of harm from gaming to players. These policies and procedures shall be reviewed and evaluated regularly for effectiveness to ensure that they follow industry best practices and that the stated objectives of the policies and procedures are achieved. All staff, including senior management staff, shall be trained on the content and application of the policies and procedures at the time they are retained by the Operator and at regular intervals after.

Requirements – At a minimum:

1. Policies and procedures for responsible gambling must be integrated into the control activities, forming a part of the control activities.
2. Training for managers and staff on responsible gambling policies and procedures should be in addition to any training on the control activities. These training programs should be regularly evaluated to include current best practice research and employee feedback.
3. As part of regular review of responsible gambling policies and procedures to ensure that they meet industry best practices, Operators and the provincial agencies shall consult with stakeholders, including players and responsible gambling practitioners and researchers, to assess, improve and address the harms associated with gaming.
4. As part of the regular review of responsible gambling policies and procedures, staff understanding of the policies and procedures, the fundamental concepts of responsible gambling and problem gambling and the impact of their job duties on player protection shall be assessed. Any gaps identified must be addressed.

2.02 The OLG and iGaming Ontario shall implement and follow policies and procedures to ensure that their activities facilitate and support the identification, prevention and minimization of the risks of harm of gaming to players.

Requirements – At a minimum:

1. Policies and procedures for responsible gambling must be integrated into the control activities, forming a part of the control activities.
2. Training for managers and staff on responsible gambling policies and procedures should be in addition to any training on the control activities. These training programs should be regularly

evaluated to include current best practice research and employee feedback.

Marketing and Advertising

2.03 Advertising, marketing materials and communications shall not target high-risk, underage or self-excluded persons to participate in lottery schemes, shall not include underage individuals, and shall not knowingly be communicated or sent to high-risk players. (Also applicable to Gaming-Related Suppliers)

Requirements – At a minimum, materials and communications shall not:

1. Be based on themes, or use language, intended to appeal primarily to minors.
2. Appear on billboards or other outdoor displays that are directly adjacent to schools or other primarily youth-oriented locations.
3. Use or contain cartoon figures, symbols, role models, social media influencers, celebrities, or entertainers who would likely be expected to appeal to minors.
4. Use active or retired athletes, who have an agreement or arrangement made directly or indirectly between an athlete and an operator or gaming-related supplier, in advertising and marketing except for the exclusive purpose of advocating for responsible gambling practices.
5. Use individuals who are, or appear to be, minors to promote gaming.
6. Appear in media and venues, including on websites, and in digital or online media, directed primarily to minors, or where most of the audience is reasonably expected to be minors.
7. Exploit the susceptibilities, aspirations, credulity, inexperience or lack of knowledge of all potentially high-risk persons, or otherwise extoll the virtues of gaming.
8. Entice or attract potentially high-risk players. Instead, measures shall be in place to limit marketing communications to all known high-risk players.

Note: The AGCO published [Guidance on amendments to Standard 2.03](#) on February 8, 2024.

2.04 Marketing, including advertising and promotions, shall be truthful, shall not mislead players or misrepresent products.

Requirements – At a minimum, materials and communications shall not:

1. Imply that playing a lottery scheme is required in order to fulfill family or social obligations or solve personal problems.
2. Promote playing a lottery scheme as an alternative to employment, as a financial investment, or as a requirement for financial security
3. Contain endorsements by well-known personalities that suggest that playing lottery schemes has contributed to their success.
4. Encourage play as a means of recovering past gaming or other financial losses.
5. Be designed so as to make false promises or present winning as the probable outcome.
6. Imply that chances of winning increase:
 - a. The longer one plays;
 - b. The more one spends; or
 - c. Suggest that skill can influence the outcome (for games where skill is not a factor);
7. Portray, suggest, condone or encourage gaming behaviour that is socially irresponsible or could lead to financial, social or emotional harm.
8. Suggest that gaming can provide an escape from personal or professional problems.
9. Portray gaming as indispensable or as taking priority in life; for example, over family, friends or professional or educational commitments,

10. Suggest that gaming can enhance personal qualities, for example, that it can improve self-image or self-esteem, or is a way to gain control, superiority, recognition or admiration,
11. Suggest peer pressure to gamble nor disparage abstention,
12. Link gaming to seduction, sexual success or enhanced attractiveness,
13. Portray gaming in a context of toughness or link it to resilience or irresponsible play, or
14. Suggest gaming is a rite of passage.
15. Offer a product or promotion that is not reasonably attainable without incurring substantial losses.

2.05 Advertising and marketing materials that communicate gambling inducements, bonuses and credits are prohibited, except on an operator's gaming site and through direct advertising and marketing, after receiving active player consent.

Guidance:

- *This standard does not prohibit the use of inducements, bonuses and credits.*
- *This standard prohibits all public advertising, including targeted advertising and algorithm-based ads.*
- *Direct marketing and advertising includes but is not limited to: direct messaging via social media, emails, texts, and phone calls.*

2.06 Permitted advertising and marketing materials that communicate gambling inducements, bonuses and credits must, at a minimum:

1. **Disclose all material conditions and limitations of the offer at its first presentation on the gaming site, with all other conditions and limitations no more than one click away.**
2. **Not be described as free unless the inducement, bonus or credit is free. If the player has to risk or lose their own money or if there are conditions attached to their own money, the offer must disclose those terms and may not be described as free.**
3. **Not be described as risk-free if the player needs to incur any loss or risk their own money to use or withdraw winnings from the risk-free bet.**

2.07 Players must be provided an opt-in process whereby they actively consent to receiving any direct advertising and marketing of inducements, bonuses and credits, and must be provided a method to withdraw their consent at any time, where such marketing and advertising materials are available.

Guidance: direct marketing and advertising includes but is not limited to: direct messaging via social media, emails, texts, and phone calls.

Supporting Informed Decision Making

2.08 A systematic approach is used to support, integrate, and disseminate information to enable players to make informed decisions and encourage safer play.

Requirements – At a minimum:

1. Responsible gambling materials and information about obtaining help shall be available, visible and accessible to all players. Responsible gaming material should include information about:
 - a. How games work and about common misconceptions,
 - b. Lower risk gaming behaviours including how responsible gambling tools work,
 - c. Gaming harms, and
 - d. The variety of support services available to players, including information and support services

available to players that may provide specialized information (e.g., self-assessment, and play management tools)

2. Information about financial and time-based gaming limits shall be made available to all players.
3. Information about self-exclusion programs shall be available, visible and accessible to all players.
4. Advertising and marketing materials shall contain a responsible gambling message.
5. All information related to responsible gambling shall be regularly and periodically reviewed and updated to ensure that it is accurate, up to date and in line with industry good practice.
6. Operators will periodically measure whether players are aware of the information provided and whether they considered the information to be readily available. Any gaps must be addressed.

2.09 The registration page and pages within the player account shall prominently display a responsible gambling statement, the online link, as well as the number for Connex Ontario, and provide a link to a page that provides responsible gambling materials, information, resources and support for people experiencing problems with gaming.

Guidance: The referral to the page that provides responsible gambling materials and information about obtaining help in Ontario may be a page maintained by the Operator or a third party.

Identifying and Assisting Individuals Who May Be Experiencing Harm

2.10 A mechanism shall be in place to monitor player risk profiles and behaviours for the purpose of detecting signs of players potentially experiencing harm.

Requirement – At a minimum,

1. Operators shall include a risk profile for players at high-risk of experiencing gambling-related harm.

2.11 Assistance for players who may be experiencing harms from gaming is readily available and systematically provided.

Requirements – At a minimum:

1. All employees who interact with players shall be knowledgeable about a variety of help resources and are able to provide that information upon request from players or affected others.
2. Players shall be provided with easily accessible contact information of at least one organization in Ontario, dedicated to treating and assisting people experiencing harm from gaming.
3. Operators shall develop and implement responsible gambling policies, procedures and training to assess, detect and address situations where players may be experiencing harm. In these cases, operators shall implement interventions that are tailored to the severity of the situations in which players may be experiencing harm.
4. Responsible gambling policies shall be reviewed periodically for effectiveness.
5. Live customer support shall be made available 24/7.

Employee Training

2.12 Employees shall understand the importance of responsible gambling and how their jobs impact player protection as well as the fundamental concepts of responsible gambling and problem gambling.

Requirements – At a minimum:

1. All employees shall receive mandatory training which is refreshed regularly, to include current best practice research and employee feedback.
2. All employees who interact with players shall receive training in a program designed to identify and respond appropriately to players who may be showing signs of problem gambling and to assist players who may be experiencing harm from gaming.
3. Training for managers and staff for responsible gambling policies and procedures should be in addition to any training on the control activities. These training programs should be regularly evaluated to include current best practice research and employee feedback.
4. Employees shall understand the operator's commitment to responsible gambling and how it is integrated throughout operations.
5. Employees shall understand the harms associated with gaming as well as essential prevention and mitigation concepts.

Self-Exclusion and Breaks in Play

2.13 Individuals shall have the option to take a break in play, in addition to a formal self-exclusion program. (Also applicable to Gaming-Related Suppliers)

Requirements – At a minimum:

1. Users shall have the option to initiate a short-term break in their play.
2. Operators shall provide the option to take a one day, one week, one month, two month, or three month break.
3. Once an individual initiates a break, they shall be unable to place further wagers during the time period of the break.

2.14 Operators shall provide a voluntary self-exclusion program for their site. [Amended February 2023]

Requirements – At a minimum:

1. Operators' self-exclusion programs shall be well promoted and easily accessible.
2. The self-exclusion registration process shall be efficient and support-oriented, and shall include the provision of resources and information about where to get help.
3. The terms and conditions of the self-exclusion program shall be clearly worded, including: the player's obligations under the agreement, the consequences of self exclusion, and the process for returning to play safely.
4. Clearly defined term lengths that must include options for terms lasting six months, one year and five years.
5. Once an individual self-excludes, they shall be immediately logged out of their account and unable to login in for the duration of their exclusion.
6. Operators must, as soon as is practicable, take all reasonable steps to prevent any marketing material, incentives or promotions from being sent to the self-excluded individual for the duration of the self-exclusion period.
7. Once a player self excludes, the wager is brought to an end.
 - a. Operators shall refund a player's wager if the player enrolls in a self-exclusion program prior to the commencement of an event or series of events on which the outcome of the wager is determined.
 - b. Operators are not required to refund a player's wager if the player enrolls in a self-exclusion program after the commencement of an event or series of events on which the outcome of the

wager is determined.

8. Operators must maintain a register of those excluded with appropriate records (name, address, other details, and any membership or account details that may be held by the registrant)
9. Operators shall take active steps to identify, and if required, remove self-excluded persons from the gaming site when they are found to be in breach of their self-exclusion agreement.
10. A mechanism shall be in place to facilitate the return of the balance of unused funds to a self-excluded individual, when requested by the individual.

Note: Once directed by the Registrar, Operators will be required to participate in a coordinated, centralized self-exclusion program, that shall be in place to allow players to automatically exclude themselves from all online Operator platforms, including OLG.

Game Design and Features

2.15 Game designs and features shall be clear and shall not mislead the player. This Standard does not apply to sport and event betting products. (Also applicable to Gaming-Related Suppliers)

Requirements – At a minimum:

1. Game design shall not give the player the perception that speed of play or skill affects the outcome of the game when it does not.
2. After the selection of game outcome, the game shall not make a variable secondary decision which affects the result shown to the player. If the outcome is chosen that the game will lose then the game shall not substitute a particular type of loss to show to the player (i.e. near miss).
3. Where the game requires a pre-determined pattern (for example, hidden prizes on a map), the locations of the winning spots shall not change during play, except as provided for in the terms governing play.
4. Games shall not display amounts or symbols that are unachievable.
5. Free-to-play games available through the gaming site or related websites shall not misrepresent or mislead players as to the likelihood of winning or prize distribution of similar games, and shall have the same odds of winning as games played for money.
6. The denomination of each credit shall be clearly displayed on game screens.

2.15.1 The method of making bets in sport and event betting must be straightforward and understandable. Information must be made available so that the player is clearly informed of the details of the bet prior to making the bet. All selections in a bet must be displayed to the player. (Also applicable to Gaming-Related Suppliers) [Amended: February, 2022]

Requirements — At a minimum:

1. Bets on multiple events (parlays) must be identified as parlays.
2. The player must be informed that a bet selected by the player has or has not been accepted.
3. Where the player has placed a bet and the odds, payout odds, or prices of the bet change prior to the bet being confirmed by the operator, the player must have the option of confirming or withdrawing the bet (with refund of the bet). This requirement may not apply to an option for automatic acceptance of changes in bets described in Requirement 4 below.
4. Where operators offer an option of automatic acceptance of changes in bets offered, the player must manually opt in to activate this this functionality and must be able to opt out at any time. The details of this auto-accept function and any options for the function must be clearly explained to the player prior to their consent to the application of the function.
5. The player must be informed of the period in which bets can be made on an event or series of events

- and bets cannot be placed after the close of the betting period.
- Free to play sport and event betting games must not mislead players about the odds, payouts or any element of a bet for value available in sport and event betting.
 - All bets and payouts must be expressed in Canadian currency.

Guidance: This Standard is not intended to prohibit or preclude in-play betting.

2.15.2 Players must be able to access information regarding available sport and event bets without having to place a bet. This information includes:

Requirements — At a minimum:

- Information on the bets available;
- Odds, payouts and prices for available bets;
- In a dynamic betting environment, including those where individuals' wagers are gathered into pools:
 - The most up-to-date odds and payouts;
 - The up-to-date total value of the pool for market pools and pool bets that are offered.

2.15.3 Reputable and legitimate data source(s) must be used to determine the outcome of a bet. These data source(s) shall be made available to the player upon request. (Also applicable to Gaming-Related Suppliers) [Amended: February, 2022]

2.16 Game designs and features shall help to prevent extended, continuous and impulsive play and facilitate low risk play behaviours. (Also applicable to Gaming-Related Suppliers)

Requirements – At a minimum:

- Games shall not encourage players to chase their losses, or increase the amount they have decided to gamble, or continue to gamble after they have indicated that they want to stop.
- Games shall not provide auto-play features for slots.
- Game play shall be initiated only after the player has placed a wager and activated play. No player shall be forced into game play by selecting the game for review or reviewing information about how the game is played or how bets are made.
- A player should commit to each game individually, releasing and then depressing the 'start button' or taking equivalent action. Continued contact with a button, key or screen should not initiate a new game.

2.17 The gaming system must not offer functionality which facilitates playing multiple slots games at the same time. This includes, but is not limited to, split screen or multi-screen functionality. (Also applicable to Gaming-Related Suppliers)

Combining multiple slots titles in a way which facilitates simultaneous play is not permitted.

2.18 It must be a minimum of 2.5 seconds from the time a game is started until the next game cycle can be commenced. It must always be necessary to release and then depress the 'start button' or take equivalent action to commence a game cycle. (Also applicable to Gaming-Related Suppliers)

A game cycle starts when a player depresses the 'start button' or takes equivalent action to initiate the game and ends when all money or money's worth staked or won during the game has been either lost or delivered to, or made available for collection by the player and the start button or equivalent becomes available to initiate the next game.

A player should commit to each game cycle individually, continued contact with a button, key or

screen should not initiate a new game cycle.

2.19 For slots games, the gaming system must not permit a customer to reduce the time until the result is presented. (Also applicable to Gaming-Related Suppliers)

Requirements: At a minimum:

1. Features such as turbo, quick spin and slam stop are not permitted. This is not intended to be an exhaustive list but to illustrate the types of features the requirement is referring to.

Note: This Standard does not apply to bonus/feature games where an additional stake is not wagered.

2.20 For slots games, the gaming system must not use auditory or visual effects that are associated with a win for returns which are less than or equal to last total amount wagered. (Also applicable to Gaming-Related Suppliers) [Amended: February, 2022]

2.21 For slots games, gaming sessions must clearly display a customer's net position (the total of all winnings minus the sum of all losses since the start of the session), in Canadian dollars. (Also applicable to Gaming-Related Suppliers) [Amended: February, 2022]

2.22 Players shall have the means to track the passage of time. (Also applicable to Gaming-Related Suppliers)

Limit Setting Features

2.23 Players shall be provided with an easy and obvious way to set gaming limits (financial and time-based) upon registration and at any time after registration. (Also applicable to Gaming-Related Suppliers) [Amended: February, 2022]

Requirements – At a minimum:

1. Players shall be provided with the option to set loss and deposit limits during registration.
2. Operators must offer players the options of setting limits on any number of the following:
 - a. Deposit limits, where the amount a player deposits into their account is limited over a period of time chosen by the player,
 - b. Loss limits, where the amount lost (i.e., winnings subtracted from the amount spent) is restricted.
3. The period or duration of the financial or time-based limits offered must include, 24 hours, 7 days and one month. Where the player sets simultaneous periods (e.g., a deposit limit for a day and for a week), the lowest limit must apply.
4. Financial and time limit functions must be easy to find, reach and initiate or change at any time after the player has registered and opened an account.

2.24 Where a gaming limit has been previously established by a player, a request by the player to relax or eliminate that limit shall only be implemented after a cooling-off period of at least 24 hours. (Also applicable to Gaming-Related Suppliers)

Requirements – At a minimum:

1. The Operator must not relax or eliminate a gaming limit without a request from the player and only after the expiry of the cooling-off period.
2. Gaming limits must be enforced by the gaming system.

Prohibiting Access to Designated Groups and Player Account Management

The overall intent of this theme is to protect the public interest and game integrity by ensuring that those individuals set out in Ontario Regulation 78/12 of the *Gaming Control Act, 1992* are prohibited from participating in lottery schemes and that lottery schemes are conducted in accordance with the *Criminal Code of Canada* (i.e., within the province of Ontario).

The identified regulatory risks under this theme are:

- Individuals prohibited from games of chance have access
- Selling product outside jurisdiction

Eligibility

3.01 Only eligible individuals are permitted to create a player account, and only individuals who hold a valid player account are permitted to log on to their account and gamble.

Requirements – At a minimum:

1. The following individuals are not eligible to play games on a gaming site:
 - a. An individual under 19 years of age except where the individual is at least 18 years of age and is accessing the gaming site solely for the purpose of purchasing a lottery ticket;
 - b. Every individual who advises the Operator that the individual is participating in a self-exclusion process that applies to the site;
 - c. An individual who is known by the Operator to have been restricted from accessing the gaming site or playing a lottery scheme as a condition of a court order;
 - d. Individuals who the Operator has reason to believe have been excluded from the site under subsection 3.6(1) of the GCA;
 - e. Officers, members of the board of directors or partners of the Operator;
 - f. Executives or staff of a trade union who represent or negotiate on behalf of employees employed at the site;
 - g. Employees of registered suppliers who maintain or repair gaming equipment at the site;
 - h. Members or employees of the AGCO;
 - i. Officers, members of the board of directors, or employees of OLG or iGaming Ontario, unless they are within the description set out in subsection 22(6) of Ontario Regulation 78/12.
2. Individuals described in Requirement 1 above are not eligible for prizes, with the exception of self-excluded individuals.

3.01.1 Operators shall not knowingly permit an individual to engage in any of the following prohibited activities and shall take steps to actively monitor and prevent such prohibited activity from occurring:

- An individual with access to non-public information related to an event or an individual who may impact the outcome of an event or bet type is prohibited from betting on any event overseen by the relevant sport/event governing body.
- Athletes, coaches, managers, owners, referees, and anyone with sufficient authority to influence the outcome of an event are prohibited from betting on events overseen by the relevant sport or event governing body.

- Owners (any person who is a direct or indirect legal or beneficial owner of 10 percent or greater) of a sport governing body or member team are prohibited from betting on any event overseen by the sport governing body or any event in which a member team of that sport or event governing body participates.
- Those involved in a sport or event may not be involved in compiling betting odds for the competition in which they are involved.

Requirements – At a minimum:

1. Operators must make reasonable efforts to inform any entity with which they have an information sharing relationship, including independent integrity monitors, sport betting operators, the appropriate governing authority for the sport or event and any other organizations or individuals identified by the Registrar if an individual is found to have engaged in prohibited activity under Standard 3.01.1.
2. Individuals found to have engaged in prohibited activity in Standard 3.01.1 shall not be eligible for prizes.

3.02 Games on gaming sites shall be provided only within Ontario, unless they are conducted in conjunction with the government of another province. (Also applicable to Gaming-Related Suppliers)

Requirements — At a minimum:

1. Operators must put in place mechanisms to detect and dynamically monitor the location of a player attempting to play a game and to block unverified attempts to play a game. Player location checks subsequent to the initial location check shall occur at reasonable intervals determined by the Operator that minimize the risk of play outside of Ontario. Depending on the location of the player/device, longer or shorter periods may be justified.
2. Operators must put in place mechanisms to detect software, programs, virtualization and other programs capable of circumventing player location detection.

Note: If a lottery scheme is being provided in conjunction with another province, individuals in that province may be permitted to be on the gaming site.

3.03 If the list of prohibited and excluded individuals changes, all registered player information shall be re-verified to ensure that all registered players are still eligible to play, and if they are not eligible, they are prohibited from gaming. The accuracy of the list maintained by the Operator should be periodically reviewed by the Operator.

Registration and Account Creation

3.04 Relevant player information shall be collected and saved upon registration and shall be demonstrated to be complete, accurate and validated before a player account is created for the player.

Requirements – At a minimum, the following information shall be gathered upon registration:

1. Name.
2. Date of birth.
3. Address.
4. Method of identification for subsequent log on, such as user name.
5. Player contact information.
6. Information required by the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* and the regulations under it.

3.05 Before a player account is created, players shall affirm that all player information provided upon registration is complete and accurate.

Player Account Maintenance and Transactions

3.06 Player information shall be kept complete and accurate.

3.07 Prior to participating in game play, players must affirm that they are fit for play.

3.08 All player accounts shall be uniquely identifiable. (Also applicable to Gaming-Related Suppliers)

3.09 Players may have only one player account per gaming site.

3.10 There shall be an auditable trail of events that is logged and available relating to account creation and activation, account deactivation and account changes. (Also applicable to Gaming-Related Suppliers)

Requirements – At a minimum, an auditable trail of events shall be available for the following:

1. Information relating to player identification and verification.
2. Information regarding or related to contracts with the player.

3.11 Players shall acknowledge and accept the terms of the contract governing the player's account and game play prior to account creation and shall acknowledge and accept any subsequent material changes to the terms of the contract when logging in. At all times, the terms of the contract and the operation of the contract must comply with the Standards and Requirements and applicable Ontario laws.

3.12 All players shall be authenticated prior to accessing their player account and being permitted to gamble. Third parties are not permitted to access a player's account. (Also applicable to Gaming-Related Suppliers)

Requirements: At a minimum,

1. Players must be given the option to use multi-factor authentication when logging in.

3.13 All player account transactions shall be recorded and logged in an accurate and complete manner. (Also applicable to Gaming-Related Suppliers)

3.14 Player account information shall be made readily available to the player. (Also applicable to Gaming-Related Suppliers)

3.15 Information about player account transactions shall be made readily available and clear to the player. (Also applicable to Gaming-Related Suppliers) [Amended: February, 2022]

Requirements – At a minimum, the gaming system shall give the player access to the following information:

1. Deposit and withdrawal history, and current balance.
2. Method and source of funds used for transactions.

3. Date and time of previous login.
4. Gaming event and transaction history (game session outcomes and game transactions) including, in sport and event betting, the date and time of past and current bets, and the date and time at which past bets were settled, and information about current bets.
5. Total monies wagered for session and/or period of time.
6. Total monies won or lost for session and/or period of time.
7. Account balance at start and end of session.

3.16 All player account transactions shall be uniquely identifiable and traceable to a unique individual player account. (Also applicable to Gaming-Related Suppliers)

Deactivation and Dormant Accounts

3.17 Reasonable efforts shall be made to inform players of player funds remaining in dormant accounts.

3.18 Players may elect to deactivate their player account at any time and, once the election is made, the account is deactivated.

3.19 Where necessary, a player account may be deactivated by the Operator.

3.20 A player account shall be deactivated if requested by the Registrar.

3.21 If player information is removed, it must be retained in accordance with Standard 1.09 or other records retention requirement that may apply.

3.22 Where an account becomes dormant or is deactivated by a player or another authorized individual, the player shall be able to recover the balance of their account owing to them.

Ensuring Game Integrity and Player Awareness

The overall intent of this theme is to ensure that gaming in Ontario is conducted with honesty and integrity and that players have sufficient information to make informed decisions prior to gaming.

The identified regulatory risks under this theme are:

- Inability to regulate all components.
- Related parties winning at a higher relative percentage than the public.
- Players have insufficient information to make an informed choice.
- Game and system lack integrity.
- Game procedures not followed.
- Game and systems fail.
- Potential compromising of betting markets through activities such as insider betting or game manipulation.

Game Integrity

4.01 All gaming activities and financial transactions shall be conducted fairly and honestly, and must be independently verifiable. (Also applicable to Gaming-Related Suppliers)

Requirements – At a minimum:

1. Continuous independent monitoring and recording of lottery schemes and cash (and cash equivalent) handling must be in place to support the verification of:
 - a. Adherence to required game rules by players and employees or, in sport and event betting, the processing and redemption, if any, of the bet fairly, honestly and in accordance with the terms of the bet placed by the player, including applicable betting rules;
 - b. Confirmation of outcomes of lottery schemes;
 - c. Prize payment to the proper person;
 - d. Accuracy of financial transactions.
2. Continuous logs shall be maintained for critical gaming systems including to track financial accounting and game state history.

4.02 There shall be appropriate, accurate and complete records of transaction and game state and play information kept and made available for the purposes of (Also applicable to Gaming-Related Suppliers):

1. **Ensuring timely investigations can be performed by the Registrar.**
2. **Capturing information needed to continue a partially complete game within a reasonably defined time.**
3. **Resolving disputes in a fair and timely manner.**
4. **Ensuring player complaints can be resolved.**
5. **Tracking all relevant player information (including funds information).**
6. **Tracking all relevant individual gaming sessions and game play information.**
7. **Tracking all relevant information related to events (including significant events).**
8. **Tracking of game enabling, disabling and configuration changes.**

Guidance: *There should be an adequate amount of storage, capacity and retention of logged information. The appropriate capacity, design and monitoring of the logging facilities should be in place to ensure that logging is not interrupted for a technical reason that could have been prevented.*

4.03 There shall be a mechanism in place to ensure that if logging is interrupted, compensating manual controls are used, where reasonable. (Also applicable to Gaming-Related Suppliers)

4.04 The gaming system shall be capable of providing custom and on-demand reports to the Registrar. (Also applicable to Gaming-Related Suppliers)

Guidance: *the intent is to ensure that the Registrar can receive information in an appropriate format when necessary. Examples are: a list of all games hosted by the website, or a list of all active player accounts.*

4.05 Game specifications must be documented that clearly indicate (Also applicable to Gaming-Related Suppliers):

1. **The objectives of the game;**
2. **The wagers that may be made;**
3. **How the game is operated and played;**
4. **Odds of winning for each prize available to players;**
5. **The advantage of the operator in relation to each wager.**

4.06 Prior to placing a bet or wager, the player shall be provided with sufficient information to make

informed decisions about betting or wagering based on chances of winning, the way the game is played, and how prizes and payouts are made. (Also applicable to Gaming-Related Suppliers)

Requirements – At a minimum:

1. Comprehensive and accurate information that explains the applicable terms governing play must be easily available to the player prior to the placing of a bet or wager through such supports as “game rules”, “help” or “how to play” pages placed prominently to allow players to easily locate them. All reasonable steps must be taken to ensure the content is understandable.
2. The explanatory content shall:
 - a. indicate the methods of how players may participate in the game and provide instructions and any terms for each of these methods,
 - b. provide clear instructions on how to interact with the game,
 - c. provide clear descriptions of what constitutes a winning outcome,
 - d. indicate any restrictions on play or betting (e.g., play duration limits, maximum wins),
 - e. contain comprehensive, accurate and understandable information on the odds of winning, payout odds, or returns to players,
 - f. indicate prize value units (e.g., currency or credits),
 - g. provide any other information on elements that will affect play (e.g., the number of decks or frequency of shuffles in virtual card games, the method of in-game betting) or results (e.g., how progressive jackpots work, number and kind of tokens to be collected to enter a bonus round, the rules and behaviour in a bonus round, how the results of pool betting in sport and event betting work, the procedures for confirming the results),
 - h. contain the same information and be consistent across all languages it is provided in.
3. If certain outcomes, prizes or features are only available under limited circumstances, the explanatory content must clearly indicate what these circumstances are.
4. Where speed of interaction has an effect on the player's chances of winning, players must be informed that the speed of connection or processor may have an effect on the game.
5. Where player skill and/or strategy has an impact on the player's chances of winning, players must be informed that their skill and/or strategy will have an impact on their chances of winning.
6. For all peer-to-peer games, players must be informed of possible communication loss and the impact to the player in such an event.
7. The denomination of each credit shall be clearly displayed.
8. The units of displayed prizes and payouts (e.g. denominational units, currency) must be clear.
9. Cash out options and how to redeem winning bets in sport and event betting.
10. Players shall be provided with information that indicates circumstances in which a game can be declared void.

4.07 Information provided to players prior to and during game play shall not mislead players or misrepresent games. (Also applicable to Gaming-Related Suppliers)

Requirements – At a minimum, information shall not:

1. Describe any outcomes, prizes, or features that are not achievable.
2. Encourage play as a means of recovering past gambling or other financial losses.
3. Be designed so as to make false promises or present winning as the probable outcome.
4. Imply that chances of winning increase:
 - a. The longer one plays;
 - b. The more one spends; or
 - c. Suggest that skill can influence the outcome (for games where skill is not a factor);

5. Use language that suggests the probability of a particular outcome is more likely to occur than its actual probability. Examples include the use of the terms, “due”, “overdue”, “ready”, and “ready to hit”.
6. Mischaracterize the nature of the game by giving it a commonly accepted name, such as “European Roulette”, if the game does not operate as a player would reasonably expect.

4.08 All igaming games, random number generators and components of igaming systems that accept, process, determine outcome of, display, and log details about player bets, including any subsequent modifications, must either be approved by the Registrar or certified by an independent testing laboratory registered by the Registrar, as per the AGCO's *ITL Certification Policy*, prior to being provided for any gaming site. [Amended: April, 2023]

Guidance: For greater certainty, this Standard applies to gaming equipment used in Live Dealer games that contains electronic components.

4.09 Gaming systems and gaming supplies shall be provided, installed, configured, maintained, repaired, stored, and operated in a way that ensures the integrity, safety and security of the gaming supplies and systems. (Also applicable to Gaming-Related Suppliers) [Amended: October, 2022]

Requirements – At a minimum:

1. Only games and remote gaming servers approved by the Registrar or certified by an independent testing laboratory registered by the Registrar shall be used on the gaming site.
2. The Registrar shall be immediately notified where there is any problem with the integrity or security of the gaming system or gaming supplies.
3. Monitoring and testing shall be performed throughout the life of the gaming system and gaming supplies to ensure they are operating as approved.
4. In the event of any suspected integrity or security problem with a gaming system or gaming supply, logs of the current state of the gaming system and gaming supply, and any supportive evidence shall be preserved.
5. Operators shall monitor the payback of their live games to detect any behaviour that may indicate faulty performance.
6. Gaming suppliers shall take immediate action, conduct timely investigations, and make any necessary corrections when there is a problem with the integrity or security of gaming systems.

4.10 Where there are suspected game or system faults that may impact game integrity or fairness including the integrity or fairness of sport and event betting (e.g., influencing a player's chances of winning or the return to players), Operators shall make the game unavailable to players until the issue has been resolved. In the case of sport and event betting, making a game unavailable may include the suspension of betting, the withholding of funds, and the refund of any bet until a gaming system fault has been resolved. Operator decisions must be fair, reasonable, and made in good faith.

4.11 Production, testing and development systems shall be logically separated. (Also applicable to Gaming-Related Suppliers)

4.12 Game outcomes and sport and event betting transactions shall be recoverable, where technically possible, so that player bets can be settled appropriately. (Also applicable to Gaming-Related Suppliers)

4.13 In any case where there is a game or system fault, including where game outcomes or sport and event betting transactions are not recoverable, the Operator shall have clearly defined policies and processes in respect of treating the player fairly when resolving the player's transactions. These policies and processes shall be made available to players. (Also applicable to Gaming-Related Suppliers)

4.14 Mechanisms shall be in place to allow a game to be recreated up to and including the last communicated state to the player. (Also applicable to Gaming-Related Suppliers)

Requirements – At a minimum:

1. Selected electronic game elements and game outcomes shall be logged before they are displayed to the player.
2. Information shall be captured that is needed to continue a partially complete game within a reasonable period of time.

4.15 A player's bet and the outcome of the game shall be clearly displayed, easy to understand, and available for a sufficient length of time for the player to review. (Also applicable to Gaming-Related Suppliers)

4.16 Games shall pay out accurately, completely and within a reasonable time of winning, subject to checks and verifications. (Also applicable to Gaming-Related Suppliers)

Collusion and Cheating

4.17 Operators shall have mechanisms in place to appropriately deter, prevent and detect collusion and cheating.

4.18 All relevant activities related to the detection of collusion and cheating shall be logged.

4.19 Players shall be provided with clear information on the process to report activities related to collusion and cheating, including the suspected use of bots. The process must be simple to use and readily accessible to a player seeking to make a report.

Requirements – At a minimum:

1. Complaints by players about unfair treatment, cheating and collusion must be investigated.
2. Information about the Operator's policies and procedures to deter, prevent and detect unfair behaviour, cheating and collusion, including the suspension or disabling of accounts and any recovery of funds, must be made available to the public on request.
3. Where an investigation, whether initiated by the Operator or as a result of a player complaint, results in the suspension or disabling of a player account, records of the investigation identifying the activities, the reason for the investigation (including whether it was initiated as the result of a player complaint) and any relevant evidence should be retained in accordance with Standard 1.09.
4. The Registrar shall be informed, in accordance with the notification matrix, of any incident that an Operator reasonably believes constitutes an incident of intentional cheating while playing a lottery scheme.

Speed and Interruption

4.20 Where speed of interaction has an effect on the player's chances of winning, the Operator shall take reasonable steps to ensure the player is not unfairly disadvantaged due to gaming system related performance issues.

4.21 Service interruptions shall be responded to and dealt with in a way that does not disadvantage players. (Also applicable to Gaming-Related Suppliers)

Requirements – At a minimum, the gaming system shall:

1. Inform players that the speed of connection or processor may have, or appear to have, an effect on the game;
2. Recover from failures that cause interruptions to the game in a timely fashion;
3. Where appropriate, void bets;
4. Retain sufficient information to be able to restore events to their pre-failure state, if possible;
5. Pay players the amount won up to that point, or return bets to players where a game cannot be continued after a service interruption, whichever is the better outcome for the player.

Peer-to-Peer Games

4.22 In peer-to-peer games, Operators must implement measures intended to deter, prevent and detect the use by players of software programs to automatically participate in game play (referred to as a bot) or to provide the player with an unfair advantage over other players.

Requirements – At a minimum:

1. Operators must clearly provide notice to players of peer-to-peer games that the use of such software is not permitted and, if a player is found to have used such software, it will be considered to be cheating and the player may be sanctioned by the Operator accordingly.

4.23 Games must be conducted in a manner that ensures players are treated fairly and not unfairly disadvantaged by other players. (Also applicable to Gaming-Related Suppliers)

Requirements – At a minimum:

1. Measures intended to deter, prevent, and detect unfair behaviour, collusion and cheating, including the suspected use of bots, must be implemented.
2. Information regarding specific game elements (such as a player's hand or cards) shall not be accessible to give advantage to any player during games, unless by the player themselves.
3. A mechanism shall be in place to ensure that a player cannot play against themselves or occupy more than one seat at an individual table.
4. Gaming systems must retain a record of relevant activities to facilitate investigation and be capable of suspending or disabling player accounts and player sessions.
5. Operators must monitor the effectiveness of their policies and procedures.
6. As a minimum deterrent, players must be informed that accounts may be closed if the player has cheated, colluded or acted unfairly towards another player.

Determination of Game Outcomes

4.24 Games must operate according to their game specifications and the outcomes must be determined in accordance with the terms governing play and prevailing payouts as they are described to the player. Sport and event betting must be conducted fairly, honestly and in accordance with the terms of the bet placed by the player. (Also applicable to Gaming-Related Suppliers)

Requirements – At a minimum:

1. All possible game outcomes (winning and losing outcomes) shall be available in each play, unless clearly explained to the player.

2. The probability of game outcomes in virtual games shall be the same as in the associated live game (e.g., card games), unless the differences are set out in the terms governing play and communicated to players.
3. The probability of achieving a specific game outcome shall be constant and independent of game history, player or any other factor, unless clearly explained in the terms governing play. Where the game outcome is intended to be random (e.g., dice games or slot games), the outcome must not be dependent or based upon any history or other factors.
4. Sport and event bets shall be accepted, processed, and settled in accordance with the terms of the bet placed by the player, including any applicable betting rules.

4.25 Bets shall be committed before the determination of game outcomes. Any wager received after the determination of game outcomes associated with the wager shall be voided and returned to the player. (Also applicable to Gaming-Related Suppliers)

4.25.1 In sport and event betting, bets must be settled fairly and in accordance with the terms of the bet placed by the player and any applicable betting rules that were available to the player when the bet was placed. Where raised, the reasons for the settlement must be clearly and promptly provided to the player. (Also applicable to Gaming-Related Suppliers)

4.25.2 The results of bets on sporting or other events must be provided to players making bets on the events. Any change of results must be made available. Account balances will be updated as the results of wagers are confirmed. (Also applicable to Gaming-Related Suppliers)

4.25.3 Sport and event betting operators shall have controls in place to ensure the accuracy and timeliness of sport and event results data. (Also applicable to Gaming-Related Suppliers)

Randomness of Game Outcomes

4.26 A mechanism shall be in place to randomly select game elements used to determine game outcomes. This Standard does not apply to sport and event betting products.(Also applicable to Gaming-Related Suppliers)

Requirements – At a minimum:

1. Initial values and conditions shall be selected and used to seed the random selection process in a way that ensures the randomness of the resulting game outcomes and avoids any correlation of selected game elements with elements selected by any other instances of the mechanism.
2. The selected game elements and their associated game outcomes shall not be influenced, affected or controlled by the amount wagered, or by the style or method of play unless the conditions are changed and are disclosed clearly to the player.
3. The mechanism used to select game elements and their associated game outcomes shall be impervious to outside influences (such as electro-magnetic interference, devices within or external to the gaming system; the characteristics of the communication channel between the system and the end player device, the player or the Operator) and its components shall not be subject to deterioration that impacts, before any scheduled replacement lifecycle, the randomness of selection.
4. The selected game elements and their associated game outcomes shall not be altered, discarded or otherwise manipulated through a secondary decision by the game program and shall not be impacted by load on the gaming system.
5. Any failure by the mechanism to randomly select game elements, including an interruption in the selection process, must be identified and responded to quickly and appropriately to minimize the effect on players.

4.27 Mechanisms used to select game elements and their associated game outcome must be capable of being monitored and inspected to ensure the integrity of the mechanisms and its component devices and the randomness of the generated outcomes. This Standard does not apply to sport and event betting products. (Also applicable to Gaming-Related Suppliers)

Game Management

4.28 Terms governing play must not be changed during a game session unless the player is made aware of the change before the player places any wagers in the game. (Also applicable to Gaming-Related Suppliers)

Requirements – At a minimum:

1. Where applicable, game interface changes made by the player shall be appropriately limited by the gaming system to ensure that information and representation of the game remains fair and accurate and in accordance with the terms governing play.
2. Information on the current state of multi-state games must be clearly displayed,
3. Displays of jackpot amounts that change over time should be updated as frequently as practicable and particularly after the amount has been reset after a win.
4. Odds in sport and event betting sometimes change prior to or during an event. Changes in odds must be updated and publicly available to all players. This is not intended to entitle a player who has previously placed a bet to receive new odds on that bet.

4.29 Game sessions must be appropriately secured and checked for authenticity. (Also applicable to Gaming-Related Suppliers)

4.30 There shall be a player activity time-out that automatically logs the player out or ends the player's session after a specified period of inactivity. (Also applicable to Gaming-Related Suppliers)

Downloadable Game Content

4.31 All critical functions, including the generation of the outcome of any game, shall be generated by the gaming system, independent of the end player device.

Guidance: The intent is for the Operator to maintain control (i.e., security, integrity) of all critical game functions.

Sport and Event Betting Integrity

4.32 Sport and event betting operators shall have risk management measures in place to mitigate the betting integrity risk associated with sport and event betting, including insider betting and event manipulation. (Also applicable to Gaming-Related Suppliers)

Requirements – At a minimum:

1. Operators shall establish controls to identify unusual or suspicious betting activity and report such activity to an independent integrity monitor.

Unusual betting activity is a betting pattern that deviates, including statistically, from the activity otherwise exhibited by patrons and reasonably expected by an operator or independent integrity monitor, which may indicate potential suspicious activity in the betting or the underlying sport or other event. Unusual betting activity may include the size of a patron's wager or increased wagering volume on a particular event or wager type.

Suspicious betting activity is unusual betting activity that cannot be explained and is indicative of match fixing, the manipulation of an event, misuse of inside information, or other illicit activity.

2. Independent integrity monitors shall not have any perceived or real conflicts of interests in performing the independent integrity monitor role, including such as acting as an operator or as an oddsmaker.
3. Independent integrity monitors shall promptly disseminate reports of unusual betting activity to all member sport betting operators.
4. All sport and event betting operators shall review such reports and notify their independent integrity monitor of whether they have experienced similar activity.
5. If an independent integrity monitor finds that previously reported unusual betting activity rises to the level of suspicious activity, they shall immediately notify any entity with which they have an information sharing relationship, including independent integrity monitors, sport betting operators, the appropriate governing authority for the sport or event, and any other organizations or individuals identified by the Registrar.
6. All independent integrity monitors receiving such a report shall share such report with their member sport betting operators.
7. Independent integrity monitors shall facilitate collaboration and information sharing to enable the investigation of and response to prohibited activity associated with the suspicious betting activity as directed by the Registrar.
8. Independent integrity monitors shall provide, in accordance with the notification matrix, the Registrar with:
 1. All reports of unusual betting activity;
 2. If the activity was determined to be suspicious; and
 3. The actions taken by the independent integrity monitor.

Guidance: *The Registrar will publish a list of registered independent integrity monitors.*

4.33 An operator receiving a report of suspicious activity under Standard 4.32 may suspend or cancel sport and event betting on events related to the report or withhold associated customer funds. To this end, an Operator must ensure that it has reserved itself the authority to suspend betting, void bets, and withhold associated customer funds. The Operator's decision to suspend or cancel sport and event betting, or withhold associated customer funds, on events related to the report must be fair, reasonable, and made in good faith.

4.34 Operators offering sport and event betting products shall ensure that all bets offered meet the following criteria [Amended: February, 2022]:

1. The outcome of the event being bet on can be documented and verified;
2. The outcome of the event being bet on can be generated by a reliable and independent process;
3. The outcome of the event being bet on is not affected by any bet placed;
4. The majority of participants in the event or league are 18 years of age or older; event shall be broadly defined as assessing total participants in the event/league, rather than in a particular heat, game, match or final contest in the overall sporting event;
5. For sporting events being bet on, the event must be effectively supervised by a sport governing body which must, at minimum, prescribe final rules and enforces codes of conduct that include prohibitions on betting by insiders (not applicable to novelty bets);

6. There are integrity safeguards in place which are sufficient to mitigate the risk of match-fixing, cheat-at-play, and other illicit activity that might influence the outcome of bet upon events;
7. The bet is not on a past event for which the outcome is publicly known;
8. The bet is not reasonably objectionable;
9. The event being bet on does not involve animal fighting or cruelty;
10. Bets on assets and financial markets (e.g., stocks, bonds, currencies, real property) are prohibited;
11. Bets which expose players to losses greater than the amount wagered are prohibited;
12. Bets which mimic the structure of financial instruments, products, or markets are prohibited;
13. Bets on synthetic lottery products and bets on lottery outcomes are prohibited;
14. The event being bet on is conducted in conformity with all applicable laws;
15. Bets on minor league sports in Canada, including the Canadian Hockey League (CHL), are prohibited.

Guidance:

- *For the purpose of Req. 8, reasonably objectionable bets include bets on events which are unethical, allow entertainment to be derived from human suffering or death or involve non-consensual violence or injury.*
- *Req. 12 applies to contracts for difference including spread betting.*

Live Dealer Game Integrity

Last Updated:
2022-10-31

4.35 Access to live dealer gaming supplies shall be restricted to individuals with a business need. (Also applicable to Gaming-Related Suppliers). [Added: October, 2022]

Requirements – At a minimum:

1. Access privileges are granted, modified, and revoked based on employment status and job requirements and all activities associated with these actions logged.
2. Access privileges are independently reviewed and confirmed on a periodic basis.

4.36 Operators must have controls in place to ensure live dealer game presenters do not compromise the integrity of a game. [Added: October, 2022]

Public Safety and Protection of Assets

The overall intent of this theme is to ensure that assets (e.g., gaming equipment and systems) are protected and that customer information and funds are safeguarded.

The identified regulatory risks under this theme are:

- People are not safe;
- Assets and customer information are not safeguarded; and
- Unauthorized individuals have access to prohibited areas.

IT Standards

Information Technology

5.01 A recognized industry standard framework shall be used to manage the information technology (IT) control environment to support compliance with the Standards and Requirements. (Also applicable to Gaming-Related Suppliers)

Security Management

5.02 Users shall be granted access to the gaming system based on business need. (Also applicable to Gaming-Related Suppliers)

Requirements – At a minimum:

1. Access privileges are granted, modified and revoked based on employment status and job requirements and all activities associated with these actions are logged.
2. Access privileges are independently reviewed and confirmed on a periodic basis.

5.03 Access to gaming information systems shall be monitored, logged and shall be traceable to a specific individual, either through the assignment of uniquely assigned accounts to individual users or such other reasonable method. (Also applicable to Gaming-Related Suppliers)

Requirements – At a minimum:

1. All system accounts (or other accounts with equivalent privileges) shall be restricted to staff that provide IT support, and mechanisms shall be in place to secure and monitor use of those accounts.

5.04 Processes shall be in place to ensure that only authorized individuals are permitted to open system accounts. (Also applicable to Gaming-Related Suppliers)

5.05 Industry accepted components, both hardware and software, shall be used where possible. (Also applicable to Gaming-Related Suppliers)

5.06 Any connection or interface between the gaming system and any other system, whether internal or external third party, shall be monitored, hardened and regularly assessed to ensure the integrity and security of the gaming system. (Also applicable to Gaming-Related Suppliers)

5.07 Mechanisms shall be in place to ensure the reliability, integrity and availability of the gaming system. (Also applicable to Gaming-Related Suppliers)

Requirements – At a minimum:

1. Operators shall ensure that a disaster recovery site is in place.

5.08 There shall be a suitably secure physical environment in place to prevent unauthorized access to the gaming system and to ensure the protection of assets. (Also applicable to Gaming-Related Suppliers)

5.09 Gaming systems, infrastructure, data, activity logs and all other related components shall be protected from threats, vulnerabilities, attacks or breaches. (Also applicable to Gaming-Related Suppliers)

Requirements – At a minimum:

1. All users shall be authenticated.
2. The appropriateness and effectiveness of steps taken to harden technology components shall be regularly assessed.
3. Patches to correct any security risks shall be updated regularly.

5.10 Security monitoring activities shall be logged in an auditable manner, monitored, promptly analyzed and a report prepared and escalated as appropriate. (Also applicable to Gaming-Related Suppliers)

Requirements – At a minimum:

1. Attempts to attack, breach or access gaming system components in an unauthorized manner shall be responded to in a timely and appropriate manner.
2. Intrusion attempts shall be actively detected and where possible prevented from causing disruption or outage of the gaming system.
3. There shall be adequate logging to capture and monitor any attempts to attack, breach or access in an unauthorized manner any components of the gaming system. There shall be an appropriate escalation procedure.

5.11 Independent assessments shall be regularly performed by a qualified individual to verify the adequacy of gaming system security and all of its related components. (Also applicable to Gaming-Related Suppliers)

5.12 Operators and gaming related suppliers must inform themselves of the current threats and risks to the security, integrity, and availability of the gaming systems and related components that they operate or supply. Operators must have in place policies and procedures to mitigate such risks and threats. Gaming related suppliers must inform their customers of any material threat or risk to the security or integrity of the gaming systems that they supply or operate. (Also applicable to Gaming-Related Suppliers)

Change Management

5.13 A system development lifecycle that considers security and processing integrity shall be in place for gaming system technology developed in-house. (Also applicable to Gaming-Related Suppliers)

5.14 Due diligence must be performed on all acquired gaming system technology to ensure security and processing integrity requirements are met. (Also applicable to Gaming-Related Suppliers)

5.15 A testing strategy to address changes in technology shall be in place to ensure that deployed gaming systems operate as intended. (Also applicable to Gaming-Related Suppliers)

5.16 All gaming system changes shall be appropriately, consistently and clearly documented, reviewed, tested and approved. (Also applicable to Gaming-Related Suppliers)

Requirements – At a minimum:

1. All gaming system technology components are installed and maintained in accordance with the appropriate change management procedures.
2. Requests for changes and maintenance of the gaming system are standardized and are subject to change management procedures.

3. Emergency changes are approved, tested, documented, and monitored.
4. Change management procedures shall account for segregation of duties between development and production.
5. Only dedicated and specific accounts may be used to make changes.

5.17 Operators must have both preventative and detective measures in place to ensure that no unauthorized or unintentional changes are made to the gaming system.

Requirement — At a minimum:

1. There must be a mechanism to validate that installed software is the certified software.

5.18 Post implementation reviews shall be performed to ensure that changes have been correctly implemented and the outcomes shall be reviewed and approved. (Also applicable to Gaming-Related Suppliers)

5.19 All change related documentation and information shall be captured, stored and managed in a secure and robust manner. (Also applicable to Gaming-Related Suppliers)

5.20 The implementation of software related updates, patches or upgrades shall be regularly monitored, documented, reviewed, tested and managed with appropriate management oversight and approval. (Also applicable to Gaming-Related Suppliers)

5.21 A mechanism shall be in place to regularly monitor, document, review, test and approve upgrades, patches or updates to all gaming-related hardware components as they become end of life, obsolete, shown to have weaknesses or vulnerabilities, are outdated or have undergone other maintenance. (Also applicable to Gaming-Related Suppliers)

5.22 Appropriate release and configuration management processes with support systems shall be in place to support both software and hardware related changes. (Also applicable to Gaming-Related Suppliers)

5.23 Only dedicated and specific accounts may be used to make changes. (Also applicable to Gaming-Related Suppliers)

Data Governance

5.24 Data governance shall be in place to address data processing integrity and protection of sensitive data. (Also applicable to Gaming-Related Suppliers)

5.25 Sensitive data, including player information and data relevant to determining game outcomes, shall be secured and protected from unauthorized access or use at all times. (Also applicable to Gaming-Related Suppliers)

Requirements – At a minimum:

1. The gaming system shall ensure that data is appropriately backed up in a manner that allows it to be completely and accurately restored.
2. Data backups shall be stored off-site in a secure location and in accordance with applicable policies and laws.

5.26 Player information shall be securely protected and its usage controlled.

Requirements – At a minimum:

1. Data collection and protection requirements for player personal information shall meet those set out in the *Freedom of Information and Protection of Privacy Act*.
2. Player personal information shall only be used for the lottery schemes conducted and managed respectively by the OLG or iGaming Ontario, unless there is prior approval.

5.27 Communication of sensitive game data shall be protected for integrity. (Also applicable to Gaming-Related Suppliers)

5.28 Procedures shall be established and documented for IT operations and incident management, including managing, monitoring and responding to security and processing integrity events. (Also applicable to Gaming-Related Suppliers)

Requirements – At a minimum:

1. Proactive monitoring and detection of errors in the gaming system and related components shall be in place. Action shall be immediately taken to correct incidents of non-compliance with the Standards and Requirements or control activities.
2. There shall be time synchronization of the gaming system environment and related components.
3. Event data shall be retained to provide chronological information and logs to enable the reconstruction, review and examination of the time sequences of processing.

Architecture and Infrastructure

5.29 The gaming system architecture and all its related components shall demonstrate security in depth. (Also applicable to Gaming-Related Suppliers)

5.30 All gaming systems and devices shall validate inputs before inputs are processed. (Also applicable to Gaming-Related Suppliers)

5.31 The gaming system shall only display the minimum information about the gaming system to unauthorized users and during system malfunctions to minimize the risk of compromising the gaming system or the privacy of information. (Also applicable to Gaming-Related Suppliers)

5.32 All remote access methods shall be appropriately secured and managed. (Also applicable to Gaming-Related Suppliers)

5.33 Use of wireless communication shall be secured and only used where appropriate. (Also applicable to Gaming-Related Suppliers)

Guidance: The intent is to ensure that wireless communication is not present in areas where it could be potentially harmful (e.g. data centres).

5.34 All components shall be hardened as defined by industry and technology good practices prior to going live and as part of any changes. (Also applicable to Gaming-Related Suppliers)

Requirements – At a minimum:

1. All default or standard configuration parameters shall be removed from all components where a security risk is presented.

5.35 Access shall be appropriately restricted to ensure that the domain name server records are kept

secure from malicious and unauthorized changes. (Also applicable to Gaming-Related Suppliers)

Data and Information Management

5.36 All private encryption keys shall be stored on secure and redundant media that are only accessible by authorized management personnel. (Also applicable to Gaming-Related Suppliers)

5.37 Encryption algorithms and key lengths shall be regularly assessed for security vulnerabilities. (Also applicable to Gaming-Related Suppliers)

5.38 The gaming system architecture shall limit the loss of data and session information. (Also applicable to Gaming-Related Suppliers)

System Account Management

5.39 The gaming system shall be able to change, block, deactivate or remove system accounts in a timely manner upon termination, change of role or responsibility, suspension or unauthorized usage of an account. (Also applicable to Gaming-Related Suppliers)

5.40 A secure authenticator that meets industry good practices shall be used to identify users and their accounts to ensure that only authorized individuals are permitted to access their system account on the gaming system. (Also applicable to Gaming-Related Suppliers)

Requirements – At a minimum:

1. The gaming system shall automatically lock out accounts where any identification and authorization requirement is not met after a defined number of attempts.
2. Multi-factor authentication shall be implemented as part of a secure authenticator.

5.41 The gaming system shall ensure that all access to the system is fully attributable to, and logged against, a unique user identification. (Also applicable to Gaming-Related Suppliers)

5.42 Only the minimum access rights shall be granted to each system account on the gaming system and access rights shall be clearly documented. (Also applicable to Gaming-Related Suppliers)

5.43 All temporary and guest accounts shall be disabled immediately after the purpose for which the account was established is no longer required. (Also applicable to Gaming-Related Suppliers)

5.44 System accounts and system access rights for the gaming system shall be regularly reviewed and updated. (Also applicable to Gaming-Related Suppliers)

5.45 A log of account owners shall be kept and regularly reviewed and updated. (Also applicable to Gaming-Related Suppliers)

5.46 A mechanism shall be in place to ensure that the assignment of administrator accounts is approved by the Operator's management and that usage is monitored for appropriateness. (Also applicable to Gaming-Related Suppliers)

5.47 Inappropriate use of system accounts on the gaming system shall be logged, reviewed and responded to within a reasonable period of time. (Also applicable to Gaming-Related Suppliers)

5.48 Inappropriate use of administrator accounts shall be reported to the Registrar in accordance

with the notification matrix. (Also applicable to Gaming-Related Suppliers)

Software

Note: *The following Standards apply to the following types of software: 1) Modified commercial off-the-shelf software, 2) Proprietary developed software, and 3) software specifically developed by the OLG or iGaming Ontario.*

5.49 Software used for the gaming system shall be developed using industry good practices. (Also applicable to Gaming-Related Suppliers)

5.50 Software development methodologies used shall be clearly documented, regularly updated and stored in an accessible, secure and robust manner. (Also applicable to Gaming-Related Suppliers)

5.51 An appropriate system shall be in place to manage the software development and ongoing software management lifecycle. (Also applicable to Gaming-Related Suppliers)

5.52 All software development roles shall be segregated during and after release of code to a production environment. (Also applicable to Gaming-Related Suppliers)

5.53 An appropriate audit trail of authority and management review of code for software shall be established. (Also applicable to Gaming-Related Suppliers)

5.54 Controls shall be in place to ensure software is appropriately secured and access is appropriately restricted throughout development. (Also applicable to Gaming-Related Suppliers)

5.55 Authorized management staff shall review and approve software documentation to ensure that it is appropriately and clearly documented.

5.56 Source code and compiled code shall be securely stored. (Also applicable to Gaming-Related Suppliers)

Guidance: Compiled code could be digitally signed or hashed (including each time there is a change) in a manner that allows for external verification.

5.57 The promotion or movement of code from testing through other environments to production shall be accompanied by the appropriate documentation and approvals. (Also applicable to Gaming-Related Suppliers)

5.58 All promotion of code from development to production shall only be performed by production support staff and not by development staff. (Also applicable to Gaming-Related Suppliers)

5.59 Appropriate testing environments shall be in place to allow for thorough testing of any code before it is put into production. (Also applicable to Gaming-Related Suppliers)

5.60 Access to production environments shall be restricted from development personnel. (Also applicable to Gaming-Related Suppliers)

Note: This does not preclude granting of temporary supervised access for conducting technical investigations that may only be performed on the production environment.

5.61 Development code shall not be present in the production environment. (Also applicable to Gaming-Related Suppliers)

5.62 A mechanism shall be in place to verify the integrity of the software that is deployed to production, including before changes are implemented, as well as on an ongoing basis. (Also applicable to Gaming-Related Suppliers)

5.63 Appropriate release and configuration management systems shall be in place to support software development. (Also applicable to Gaming-Related Suppliers)

5.64 All code developed by a third party shall be tested to ensure it meets industry good practices and that it performs to meet its purpose prior to being added to the testing environment and prior to integration testing. (Also applicable to Gaming-Related Suppliers)

5.65 All code developed by a third party shall pass integration testing before it is added to production. (Also applicable to Gaming-Related Suppliers)

5.66 Mechanisms shall be in place to ensure that bugs are identified and addressed prior to, and during, production. (Also applicable to Gaming-Related Suppliers)

5.67 Quality assurance processes, including testing, shall take place during development and prior to the release of any code. (Also applicable to Gaming-Related Suppliers)

5.68 All components, where appropriate, shall be tested for the purposes for which they will be used. (Also applicable to Gaming-Related Suppliers)

Funds Management

Deposits

5.69 Players may be permitted to deposit funds into their player accounts only after the appropriate verifications and authorization.

Requirements – At a minimum, deposits shall be verified and authorized to ensure the following:

1. Deposits made are appropriately authorized by a financial services provider.

Note: Cryptocurrency is not legal tender and shall not be accepted.

Withdrawals

5.70 Players are permitted to withdraw funds from their player account only after the appropriate verifications and authorization.

Requirements – At a minimum:

1. Withdrawals shall be verified and authorized to ensure the following, before a withdrawal is permitted:
 - a. The withdrawal is being made by a holder of the account; and
 - b. The withdrawal is being transferred to an account of which the player is a legal holder.

5.71 Players are permitted to withdraw funds from their player account in an accurate and complete fashion and as soon as is practicable, subject to appropriate authorization and verification.

Funds Maintenance and Transactions

5.72 Player funds shall be clearly and appropriately managed.

5.73 All player funds deposited in respect of igaming lottery schemes conducted and managed by the OLG shall be held in an OLG account. iGaming Ontario shall take steps to ensure that all player funds deposited in respect of igaming lottery schemes conducted and managed by iGaming Ontario are subject to oversight by iGaming Ontario and available to players.

5.74 Operators shall not extend credit or lend money to players or refer players to credit providers or imply or infer that a player should seek additional credit to play games.

5.75 No player's account is permitted to have a negative funds balance. A player's account with a negative funds balance must be suspended and no transactions permitted after the negative funds balance arises. No transaction is permitted until the negative funds balance is eliminated. No bet will be accepted that could result in a negative funds balance.

Guidance: This Standard is not intended to prohibit the resettlement of bets when reasonable and necessary.

5.76 Players shall be provided with a clear and accurate representation of their funds account balance that is easily accessible and readily available at all times. (Also applicable to Gaming-Related Suppliers)

Requirements – At a minimum:

1. The player balance shall be displayed in Canadian dollars.

5.77 Players shall be provided with unambiguous information about all player account fees prior to making a withdrawal or deposit.

5.78 Players shall be informed clearly and specifically of all rules and restrictions regarding deposits and withdrawals and access to funds in connection with deposits and withdrawals.

5.79 Funds shall not be transferred between player accounts.

5.80 Adjustments to player accounts shall be made accurately and only by authorized individuals.

5.81 Adjustments to player accounts shall be recorded and logged in an accurate and complete manner. (Also applicable to Gaming-Related Suppliers)

5.82 Players shall be provided with accurate, clear and specific reasons for any adjustments made to their accounts. (Also applicable to Gaming-Related Suppliers)

Minimizing Unlawful Activity Related to Gaming

The overall intent of this theme is to protect the public interest and public safety by ensuring that unlawful and criminal activity does not take place in gaming in Ontario.

The identified regulatory risks under this theme are:

- Gaming used as a vehicle for money laundering
- Gaming used as a vehicle for fraud or theft

- Internal theft is occurring
- Cheat at play materializes within the gaming environment

6.01 Mechanisms shall be in place to reasonably identify and prevent unlawful activities at the gaming site.

Requirements – At a minimum, the Operator shall:

1. Conduct periodic risk assessments to determine the potential for unlawful activities, including money laundering, fraud, theft and cheat at play.
2. Ensure that all relevant individuals involved in the operation, supervision or monitoring of the gaming site shall remain current in the identification of techniques or methods that may be used for the commission of crimes at the gaming site.
3. Appropriately monitor player and employee transactions, including the ongoing analysis of incident reports and suspicious transactions for possible unlawful activity.
4. Report suspicious behaviour, cheating at play and unlawful activities in accordance with the established notification matrix.

6.02 Anti-money laundering policies and procedures to support obligations under the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act (PCMLTFA)* shall be implemented and enforced.

Requirements – At a minimum:

1. Copies of all reports filed with FINTRAC and supporting records shall be made available to the Registrar in accordance with the established notification matrix.
2. Operators shall ensure their anti-money laundering internal controls align with those of the designated reporting entity under the PCMLTFA.

6.03 Reasonable measures shall be in place to identify and prevent suspected money laundering activities in the gaming site.

Requirements – At a minimum, the Operator shall:

1. Implement policies, procedures and controls that specify times and situations, based on the assessment of risk, where the Operator will ascertain and reasonably corroborate a player's source of funds.
2. Implement risk-based policies and procedures that provide for escalating measures to deal with players who engage in behaviour that is consistent with money laundering indicators, including the refusal of transactions or exclusion of the player.
3. Ensure that mechanisms are in place to share information, in a lawful manner, about high-risk or suspicious activities with other Operators which may also be subject to similar activity.

Appendix

[Amended: February, 2022]

Regulatory Risks

Risk Theme	Regulatory Risk
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Risk Theme	Regulatory Risk
Entity Level	<ul style="list-style-type: none"> • Lack of appreciation and understanding of critical elements of a risk based control environment • Lack of defined Board mandate and independent oversight of management • No mechanism for reporting wrong doing • Inadequately documented management policies and procedures to define and align accountability skills and competence • Lack of understanding about expected ethical behavior • Lack of transparency in decision making • Individual knowingly fails to comply
Responsible Gambling	<ul style="list-style-type: none"> • Inappropriate advertising practices targets minors • Advertising is false and misleadingly deceptive to attract the public • Advertising deemed to promote excessive play • Players allowed to play excessively • Responsible gaming controls not designed into environment and product • Players are unaware of risks to problem gambling and options to selfcontrol
Prohibiting Access to Designated Groups	<ul style="list-style-type: none"> • Individuals prohibited from games of chance have access • Selling product outside jurisdiction
Ensuring Game Integrity and Player Awareness	<ul style="list-style-type: none"> • Inability to regulate all components • Related parties winning at a higher relative percentage than the public • Players have insufficient information to make an informed choice • Game and system design lack integrity • Game procedures are not followed • Game and systems fail • Compromising betting markets through activities such as insider betting or game manipulation
Public Safety and Protection of Assets	<ul style="list-style-type: none"> • People are not safe • Assets and customer information are not safe-guarded • Unauthorized individuals have access to prohibited areas

Risk Theme	Regulatory Risk
Minimizing Unlawful Activity Related to Gaming	<ul style="list-style-type: none">• Gaming used as a vehicle for money laundering• Gaming used as a vehicle for fraud or theft• Internal theft is occurring• Cheat at play materializes within the gaming environment

This is Exhibit "D" referred to in the Affidavit of Jesse Todres, sworn before me by videoconference at Toronto, Ontario on this 31st day of May, 2024 in accordance with O. Reg. 431/20.

Andriy Holuk

LSO No. 67149D



Operators

What Sites Are Regulated?

Use this directory to see all iGaming sites offered by regulated Operators contracted by iGaming Ontario*.

[LG.ca](#) is operated legally under the conduct and management of the Ontario Lottery and Gaming Corporation. For more information, see [How iGaming Ontario is Different from the Ontario Lottery and Gaming Corporation \(OLG\)](#).

Search for gaming sites

Operators

Category

Items per page


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Apply


1000007698 Ontario Ltd (Bet 99)

	<p>Casino Sports Betting</p>	<p>Play Bet99</p>
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AG Communications Limited

	<p>Casino</p>	<p>Play Magic Red</p>
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American Wagering Inc

	<p>Casino Sports Betting</p>	<p>Play Caesars</p>
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Apollo Entertainment Ltd



Casino

Play Captain Cooks Casino



Casino

Play Casino Classic



Casino

Play Golden Tiger



Casino

Play Grand Mondial

Casino¹⁰⁷



Play Luxury Casino



Casino

Play Yukon Gold Casino



Casino

Play Zodiac Casino

Bally's Canada Inc.



Casino

Play Bally Bet

BetMGM Canada Inc.

Casino¹⁰⁸



BETMGM

Play BetMGM Casino



BETMGM

Poker

Play BetMGM Poker



BETMGM

Sports Betting

Play BetMGM Sportsbook

Betty Gaming CA, Ltd



Casino

Play Betty

Bunchberry Limited

109

Casino



Play Comeon!

BV Gaming Limited

Casino

Sports Betting



Play BetVictor

Cadtree Limited

Casino



Play Jackpot City

Casino



Play Royal Vegas

110



Casino

Play Ruby Fortune



Casino

Play Spin Casino

Cadway Limited



Casino

Sports Betting

Play Betway

CasinoTime Inc.



Casino

Bingo

Play Casino Time

Crown DK CAN Ltd.



Casino

Play DraftKings Casino



Sports Betting

Play DraftKings Sportsbook

Delta iGaming Inc.



Casino

Bingo

Play Delta iGaming

ElectraWorks Maple Limited

¹¹²
Casino
Sports Betting



Play Bwin



Casino

Play PartyCasino



Poker

Play PartyPoker



Sports Betting

Play Partysports

113
Casino
Sports Betting



Play Sports Interaction

Ellipse Entertainment Limited



Casino

Play High Flyer Casino

FanDuel Canada ULC



Casino
Sports Betting

Play FanDuel

Fitzdares Canada Limited



Casino
Sports Betting

Play Fitzdares

GWN Limited



Casino
Sports Betting

Play Betsafe

Hillside (International Sports) ENC



Casino
Sports Betting

Play Bet365

iPro Gaming Canada, Inc.



Casino

Play Deal or No Deal Casino

Kaizen Gaming Canada Inc.

¹¹⁵
Casino
Sports Betting



Play Betano

L7 Entertainment Limited

LUCKY DAYS

Casino

Play Lucky Days

LCKY Entertainment Limited



Casino

Play Lucky Casino

Ligtip Limited

116
Casino
Sports Betting



Play TonyBet

MGE Digital Canada Inc.



Casino
Sports Betting

Play Play Fallsview

Mobile Incorporated Limited



Casino

Play Conquestador


Ngame N.V.

	<p>Casino</p> <p>Play Spin Away</p>
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NorthStar Gaming (Ontario) Inc.

	<p>Casino</p> <p>Sports Betting</p> <p>Play NorthStar Bets</p>
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NSUS Limited

	<p>Casino</p> <p>Poker</p> <p>Play GGPoker</p>
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Pala Interactive Canada, Inc.

<p> </p>

Casino
118



Play Stardust Casino

Pinny (Ontario) Limited



Casino
Sports Betting

Play Pinnacle

Pointsbet Canada Operations 1 Inc.



Casino
Sports Betting

Play PointsBet

Pret Play Limited



Casino
Sports Betting

Play Casumo

Reactive Betting Ltd.



Casino
Sports Betting

[Play Neo.bet](#)

Rivalry Ontario Corp.



Casino
Sports Betting

[Play Rivalry](#)

Rootz Ltd



Casino

[Play Caxino](#)

Casino ¹²⁰



Play Spinz



Casino

Play Wheelz



Casino

Play Wildz

Rush Street Interactive Canada, ULC



Casino
Sports Betting

Play BetRivers

Score Media and Gaming Inc.

121
Casino
Sports Betting



Play TheScore Bet

Skill On Net Ltd.

Casino



Play Knightslots

Casino



Play PlayOJO

Casino



Play SlotsMagic

122
Casino



Play SpinGenie

SportsX, LLC



Sports Betting
Betting Exchange

Play STX

The Six Gaming Limited



Casino

Play Amazon Slots



Casino

Play Fever Slots

123
Casino



Play Kong Casino

TigerGen Limited



Casino
Sports Betting

Play LeoVegas



Casino

Play Royal Panda

Trillium Ventures Limited (dba) PowerPlay



Casino
Sports Betting

Play Power Play

TSG Interactive Canada Inc.



Casino

Play PokerStars Casino



Poker

Play PokerStars Poker



Sports Betting

Play PokerStars Sports

TWHG Inc.

FireVegas

Casino

Play FireVegas

VHL Ontario Limited



Casino

Play 888 Casino



Poker

Play 888 Poker



Sports Betting

Play 888 Sport

Videoslots Ltd.



Casino

Play Mr.Vegas



Casino

Play Videoslots

Well Played Media, Unipessoal LDA



Casino

Play Casino Days

This is Exhibit "E" referred to in the Affidavit of Jesse Todres, sworn before me by videoconference at Toronto, Ontario on this 31st day of May, 2024 in accordance with O. Reg. 431/20.

Andriy Holuk

LSO No. 67149D

[Home](#)

Telecommunications: Connecting Canadians



TELECOMMUNICATIONS CONNECTING CANADIANS

Find additional data

Browse Statistics Canada's published data and analysis on the [telecommunications industry](#).

Connecting Canadians: Telecommunications in Canada

Economic measures



This section provides estimates of the economic impact of the mobile telecommunications industry using the input-output model for output, jobs and value added to gross domestic product (GDP).

▶ Share of gross domestic product

▶ Output

▶ Gross value added

▼ Jobs

In 2021, the number of jobs created by the mobile telecommunications industry is estimated to be **151,800**. This includes jobs created by the industry itself, its supply chain and impacts on spending from wages generated by the production (directly and indirectly) of the industry. [More information](#)

Spending and prices for cellular services



This section includes information on the amount spent by households and the prices paid by consumers for cellular services.

▼ Monthly spending on cell phone services

In 2021, households across all income quintiles spent approximately **\$109** per month on cell phone and pager services or 1.7% of total monthly expenditures after tax. [More information](#)

▶ Monthly change in the cellular services price index

- ▶ Annual average change in the cellular services price index

Spending and prices for Internet access services



This section includes information on the amount spent by households and the prices paid by consumers for Internet access services.

- ▼ Monthly spending on Internet access services

In 2021, households across all income quintiles spent approximately **\$74** per month on Internet access services or 1.2% of total monthly expenditures after tax. [More information](#)

- ▶ Monthly change in the Internet access services price index
- ▶ Annual average change in the Internet access services price index

Labour



This section provides information on earnings, employment, and trends in education levels and labour productivity in the telecommunications sector.

▼ Employment level

In 2022, the wired and wireless telecommunications industry employed **102,309 people**. [More information](#)

▶ Average weekly earnings

▶ Education level

▶ Share of women in executive positions

▶ Labour productivity level

▶ Labour productivity growth

Wireless networks infrastructure and coverage



Wireless networks are used to make phone calls and access the internet throughout Canada. This section provides information on data usage, access to and availability of wireless networks in Canada.

▼ 5G coverage map

This map shows 5G coverage in Canada. The shaded areas show where 5G networks are in operation, and the non-shaded areas show where there are no 5G networks currently in operation. [More](#)

information

▼ Access to mobile networks

In 2022, **91.3%** of Canadians had access to 5G networks and 99.5% of Canadians had access to LTE networks. [More information](#)

▼ Mobile subscriptions

The number of subscriptions to mobile services in Canada was **35.4M** in 2022, up from 33.6M in 2021. [More information](#)

▼ Data usage

Canadians used an average of **5.7 GB** of mobile data per month in 2022, up from 4.7 GB reported in 2020. This was below the OECD average of 10.4 GB of mobile data usage that was reported in 2022. [More information](#)

▶ Download and upload speeds

Internet services infrastructure and coverage



Residential high-speed Internet services are provided to homes through various technologies such as DSL (Digital Subscriber Line), cable, FTTH (Fibre-to-the-Home)/ FTTP (Fibre-to-the-Premises), satellite, and fixed wireless technologies.

This section provides information on data usage, access, availability and subscriptions to residential high-speed Internet in Canada.

▼ Broadband Internet service availability

This map gives an overview of broadband Internet coverage in Canada in 2021. Shaded areas indicate where broadband Internet services are available, and unshaded areas indicate where no broadband Internet services are available. [More information](#)

▼ Access to broadband Internet services

In 2021, **91.4%** of Canadian households had access to unlimited broadband Internet coverage with at least 50 megabits per second (Mbps) upload and 10 Mbps download speeds (often referred to as "50/10"), meeting the Government of Canada's goal for national broadband availability in 2021. [More information](#)

▶ Residential broadband Internet subscriptions

▶ Average monthly data usage per high-speed residential Internet subscription

Investment



This section includes information on investment commitments as well as the prime rate and exchange rate applicable to these investments.

▼ Spectrum

In 2023, 4099 spectrum licences were auctioned in the 3800 MHz band for a total value of \$2.16 billion or \$0.26 per MHz per person (\$/MHz-Pop). [More information](#)

▶ Research and development

▶ Capital expenditures

▶ Prime rate

▶ Exchange rate (USD/CAD)

Smartphone use



Increased functionality of smartphones has changed the way Canadians interact with one another. This section provides data on the use, activities and habits of smartphone users in Canada.

▼ Smartphone Internet access

In 2022, 85% of Canadians used a smartphone to access the Internet. The proportion was highest among those aged 25 to 34 (98%), and lowest among those aged 75 and over (37%). However, those aged 75 and over saw the largest increase from 2020 (+10 percentage points). [More information](#)

▼ Size of monthly mobile data plan

In 2022, almost a fifth of Canadians (19%) had a monthly data plan of 1 GB to less than 6 GB, while approximately one in six Canadians (16%) had a data plan of 30 GB or more. [More information](#)

▼ Smartphone habits

In 2020, 51.2% of Canadians said they check their smartphone as the last thing that they do before going to sleep. [More information](#)

▼ Cord cutting

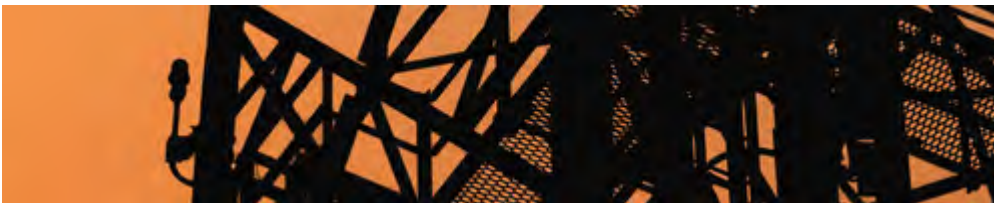
In 2019, **45.1%** of households in Canada reported they had a cellphone and no landline, up from 10.0% in 2010. Close to **85%** of households with a respondent less than 30 years old reported they had a cellphone and no landline. [More information](#)

The Canadian Radio-television and Telecommunication Commission Communications Market Reports



The Canadian Radio-television and Telecommunications Commission Communications Market Reports (CMR) provide financial and performance information on Canada's communications market sectors. The CMR are intended to support an open and informed public discussion of broadcasting and telecommunications regulatory policies and issues.

Articles and publications



- Repair or Replace: What are Canadians doing with their old cell phones and computers?
- The Daily — Economic impact of the wireless telecommunications carriers industry, 2019

- New approach for estimating the Telephone Services Index of the Consumer Price Index

Additional resources

- Organization for Economic Cooperation and Development (OECD) - Digital
- Innovation, Science and Economic Development Canada (ISED) - Spectrum management and telecommunications
- International Telecommunication Union (ITU)

Date modified:

2024-05-29

This is Exhibit "F" referred to in the Affidavit of Jesse Todres, sworn before me by videoconference at Toronto, Ontario on this 31st day of May, 2024 in accordance with O. Reg. 431/20.

Andriy Holuk

LSO No. 67149D

Access to the Internet in Canada, 2020

Released at 8:30 a.m. Eastern time in *The Daily*, Monday, May 31, 2021

More than ever, Canadians relied on the Internet to perform various activities in their daily lives in 2020. Access to the Internet at home has become essential for many Canadians who have had to adjust the way they work, study, keep in touch with loved ones, make purchases and use online services during the COVID-19 pandemic.

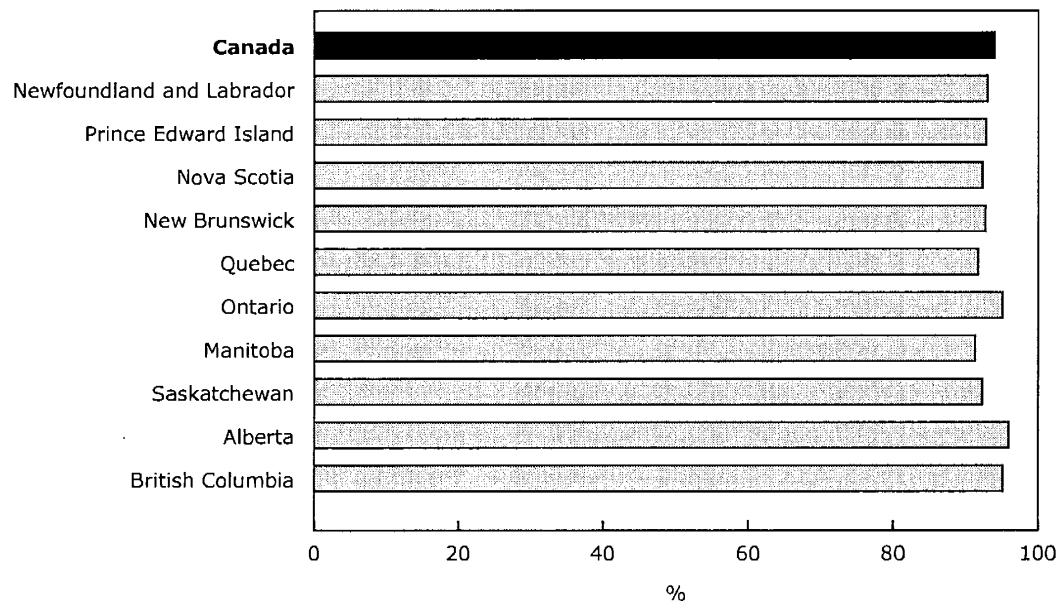
More senior Canadians have home Internet access

The vast majority of Canadians (94%) had household Internet access through a fixed broadband connection in 2020. Although this proportion has remained relatively stable overall since 2018, household Internet access among those aged 65 and older increased from 79% to 83% over this period.

Approximately 6% of Canadians did not have access to the Internet at home in 2020. When asked why they did not have access, 63% reported that they had no need or interest in a home Internet connection, while 26% reported the cost of Internet service as the reason and 13% cited the cost of equipment.

Chart 1

Proportion of Canadians who have access to the Internet at home, Canada and the provinces, 2020



Source(s): Canadian Internet Use Survey (4432).

Over two-thirds of Canadians have Internet download speeds of 50 megabits per second or more

For those respondents who knew their advertised Internet connection speed, 72% reported Internet download speeds of 50 megabits per second (Mbps) or more. An Internet download speed of 50 Mbps or more allows users to do online activities such as supporting multiple users at a time, streaming ultra-high-definition video with more than one connected device, or quickly downloading a high-definition movie. This indicator can be used by the Government of Canada to track its objective to make broadband connectivity with a download speed of 50 Mbps and an upload speed of 10 Mbps available to 95% of Canadians by 2026.



Divide remains depending on place of residence when it comes to Internet speed

Differences in connectivity remain, depending on where Canadians live. Nearly all Canadian households (95%) in a census metropolitan area or census agglomeration (CMA/CA) had a home Internet connection, compared with 88% of those living outside a CMA/CA.

Just over three-quarters (76%) of respondents living in a CMA/CA had an advertised download speed of 50 Mbps or more, compared with less than half of those living outside these areas (48%).

Almost half a million Canadians had a mobile data plan but no home Internet connection

Four-fifth of Canadians (80%) reported having a mobile data plan for personal use. Roughly 81% of Canadians living in a CMA/CA had a mobile data plan, compared with 73% of those living outside a CMA/CA.

Approximately 470,000 or 1.5% of Canadians reported having a mobile data plan but no home Internet connection.

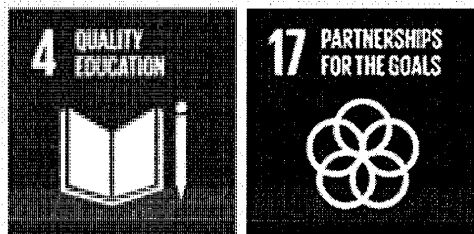
Digital Economy and Society Portal

For more information, visit the Digital Economy and Society Portal, which provides data, publications, and interactive tools related to the digital economy and society in one convenient location.

Sustainable Development Goals

On January 1, 2016, the world officially began implementation of the 2030 Agenda for Sustainable Development—the United Nation's transformative plan of action that addresses urgent global challenges over the next 15 years. The plan is based on 17 specific sustainable development goals.

The Canadian Internet Use Survey is an example of how Statistics Canada supports the reporting on the Global Goals for Sustainable Development. This release will be used in helping to measure the following goals:



Note to readers

The 2020 Canadian Internet Use Survey, sponsored by Innovation, Science and Economic Development Canada, was conducted from November 2020 to March 2021.

On June 22, a more comprehensive article with additional results from the 2020 Canadian Internet Use Survey will be published in The Daily. It will focus on the adoption and use of digital technologies by Canadians, and will include topics such as internet use, the use of internet-connected devices, e-commerce, digital skills, security and privacy, online work, the use of digital technologies during the COVID-19 pandemic and the barriers Canadians face when using online services and digital technologies.

The survey target population covers all people aged 15 and older living in the provinces. It excludes full-time residents of institutions (namely, those residing for more than six months).

The household Internet access indicator includes only home Internet service through a fixed connection. Home Internet is typically accessed through a wireless (Wi-Fi) connection, or by using a corded connection in your home. Examples of Home Internet include a digital subscriber line (DSL), cable Internet, satellite broadband and fibre optics.

The Canadian Internet Use Survey was redesigned in 2018 and its findings should not be compared with those from previous surveys.

Census metropolitan areas are cities with a population centre of at least 100,000 and census agglomerations must have a core population of at least 10,000, based on data from the previous census.

Definitions, data sources and methods: survey number 4432.

For more information, or to enquire about the concepts, methods or data quality of this release, contact us (toll-free 1-800-263-1136; 514-283-8300; STATCAN.infostats-infostats.STATCAN@canada.ca) or Media Relations (613-951-4636; STATCAN.mediahotline-ligneinfomedias.STATCAN@canada.ca).

This is Exhibit "G" referred to in the Affidavit of Jesse Todres, sworn before me by videoconference at Toronto, Ontario on this 31st day of May, 2024 in accordance with O. Reg. 431/20.

Andriy Holuk

LSO No. 67149D



Catalogue No. 88-003-XIE

Innovation Analysis Bulletin

A tri-annual report from Statistics Canada with updates on:

- Government science and technology activities
- Industrial research and development
- Intellectual property commercialization
- Advanced technology and innovation
- Biotechnology
- Connectedness
- Telecommunications and broadcasting
- Electronic commerce

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Vol. 7, No. 2 (June 2005)

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In this issue

Innovation and industry clusters (page 3)

A recent study based on data from a Statistics Canada innovation survey, finds that firms located near their rivals or universities are no more innovative than other firms in the same industry are, except at extremely short distances.

The impact of R&D tax credits on innovation (page 4)

In a recent study using data from the Canadian *Survey of Innovation 1999*, the authors examined the effect of R&D tax credits on innovation activities of Canadian manufacturing firms. They found positive effects on the propensity of firms to perform R&D activities such as the introduction to the market of a new product or process that was a world first.

Top-3 selected innovative service industries by province, 2003 (page 7)

Results from the *Survey of Innovation 2003*, which examined innovation in selected service industries, show that establishments in ICT service industries are most likely to be innovative. In Canada, the three industries with the highest rates of innovation were all ICT industries.

Science Innovation and Electronic Information Division, Statistics Canada is pleased to announce that, beginning July 1st, 2005, the following publications will be available **free of charge**:

- 88-001 *Science Statistics*
- 88-202 *Industrial Research and Development*
- 88-204 *Federal Science Activities*

The first publication to be released will be 88-001-XIE, Volume 29 No. 4. Science Innovation and Electronic Information Division wishes to thank all of our clients for purchasing these publications and we encourage you to continue to obtain them for free. If you would like to be notified by e-mail when a new issue of any of the above publications is available please contact (613) 951-2199.

Communications on the run—Sustaining growth in the telecommunication services sector (page 9)

There were 13.2 million subscribers to mobile communication services at the end of 2003, more than 10 times the number at the end of 1993. And it keeps growing. The number of subscribers surpassed 14 million between July and September of 2004.

Characteristics of growth firms: a benchmarking framework (page 10)

The follow-up to *Characteristics of firms that grow from small to medium size* has added some new dimensions to our understanding of firm growth. Frequent messages included: “A small company can provide a solution for a large client.”, “Large Canadian clients need to pay more attention to small Canadian companies.”, “The technology is easy, it’s getting noticed that’s difficult!” and “Now that we’re here, how do we get rid of the people who got us here?”

Canadian biotech activity in 2003 (page 12)

Between 1997 and 2003, the number of innovative biotechnology firms rose from 282 to 490. Biotechnology in Canada continued to expand between 2001 and 2003, generating revenues of almost \$4 billion. Biotechnology companies have more than quadrupled their revenues since 1997, making biotechnology a quickly-growing activity.

Canadians connected in many ways (page 13)

Canada has been a connected nation for many years. The penetration of basic telephone service and of cable services have been and remain amongst the highest in the world.

What’s new? (page 14) New economy indicators (page 17)

Recent and upcoming events in connectedness and innovation analysis.

Including **In Brief**—highlights of articles of interest that have recently appeared in Statistics Canada’s *The Daily* and elsewhere.



Statistics Canada
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Canada

Communications on the run—Sustaining growth in the telecommunication services sector

It is difficult to imagine, particularly for younger Canadians, that mobile telecommunications devices were a curiosity only 20 years ago. In fact, mobile communications were not that common as recently as 10 years ago when fewer than 2 million devices were connected to our wireless networks.

The sight of a person speaking on a mobile phone at the bus stop or checking e-mails on a personal digital assistant at the restaurant is pretty common these days. There were 13.2 million subscribers to mobile communication services at the end of 2003, more than 10 times the number at the end of 1993. And it keeps growing. The number of subscribers surpassed 14 million between July and September of 2004.

The ever increasing popularity of mobile communications has translated into booming revenues for the industry since its inception. The 15.2% jump in revenues from 2002 to 2003 continued that trend.

Mobile average revenue per subscriber increases

The most encouraging sign for the long term success of the wireless industry may well be the steady increase in average revenue per subscriber in recent years. From an average of \$46.72 per month in 2001, it climbed to \$50.62 in 2002 and \$52.32 in 2003. So Canadians are not only adopting mobile communications in greater numbers, they are also spending more on average for these services. The recent introduction of new data applications such as text messaging, instant messaging and mobile e-mail will likely breathe new life into this trend.

Fixed connections decline

The rapid rise in mobile communications has been accompanied by a decline in the number of connections to the wireline telephone network in 2002 (-2.4%) and 2003 (-1.1%). The loss of clients combined with strong price competition has led to decreases in the wireline industry's revenues of 1.2% in 2002 and 6.2% in 2003. The recent and upcoming entry of new players in the local telephony market, in particular cable operators, will no doubt add to these pressures.

Changing dynamics

The increased competition in traditional wireline markets and technological substitutions are changing the dynamics of the telecommunications services sector. The downward pressures on revenues are visible. In 2003, the revenues of the sector were down 1.0% to \$32.9 billion following a modest 2.7% increase in

2002. Without the contribution of the wireless industry, the sector's revenues would have decreased in both 2002 (-1.4%) and 2003 (-5.5%). And without the strong growth in the Internet access and satellite television markets, those revenues would have dropped 4.9% in 2002 and 9.2% in 2003.

Further growth potential

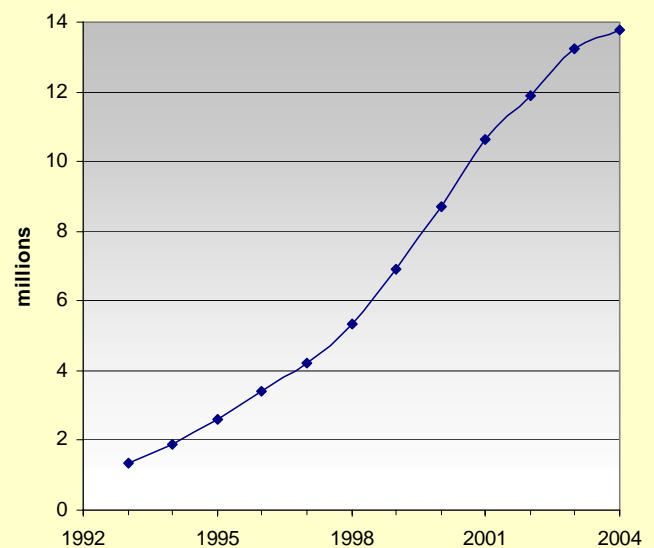
While the rate of adoption of the Internet in Canada is one of the highest in the world and the rate of adoption of satellite television is showing signs of a slowdown, there still seems to be considerable potential for growth in the wireless telecommunications industry. At 41.8 cellular subscribers per 100 inhabitants (end of 2003), the penetration of mobile communications in Canada is well below that achieved in the United States (54.3), in Europe (55.4) and in OECD countries (63.2). The arrival of a new supplier and the dependence of the telecommunications sector on the wireless market for growth, may well lead to a closing of that gap.

The information in this article was first released in Statistics Canada's The Daily on March 17, 2005.

Daniel April, SIEID, Statistics Canada.



Figure 1. Subscribers to mobile telephony



Note: Number of subscribers at year end except for 2004 (end of third quarter).

This is Exhibit "H" referred to in the Affidavit of Jesse Todres, sworn before me by videoconference at Toronto, Ontario on this 31st day of May, 2024 in accordance with O. Reg. 431/20.

Andriy Holuk

LSO No. 67149D

Canadian Internet Use Survey, 2022

Released at 8:30 a.m. Eastern time in *The Daily*, Thursday, July 20, 2023

Year over year, various trends in technology reflect a smarter and more connected lifestyle, benefiting both the younger and older generations. The year 2022 was no exception, with Internet use among Canadians aged 15 years and older reaching 95%, up from 92% in 2020. The largest increase was seen among Canadians aged 75 years and older, up from 62% in 2020 to 72% in 2022.

As the use of digital technologies grows, Canadians are becoming more acquainted with newer technologies and incorporating them into their daily routines.

More than three in four Canadians (78%) used the Internet to conduct general online banking, and one in six (16%) used it to manage investments online, such as stocks, mutual funds and cryptocurrencies.

About two-thirds (68%) of Canadians stated that they have noticed the role of artificial intelligence (AI) in various applications online. Examples include chatbots (48%), recommendation algorithms that suggest content, products or services to users (48%) and content moderation (26%).

The use of Internet-connected smart home devices continued to grow, up from 42% in 2020 to 47% in 2022, with smart speakers (30%) being the most popular device.

Although many Canadians noticed the role of AI and used smart home devices, some said that they did not trust AI technologies (31%), smart speakers (40%) and other smart home devices (28%) with their personal information.

Cyber security incidents increase 12 percentage points

The proportion of Canadians who experienced cyber security incidents increased from 58% in 2020 to 70% in 2022. The most common incidents reported were receiving unsolicited spam (60%) and receiving fraudulent content (40%). Other incidents included being redirected to fraudulent websites asking for personal information (22%), having a virus or other malicious software installed without permission (11%) and experiencing fraudulent payment card use (9%). In 2022, among those who experienced a cyber security incident, 6% reported a financial loss.

Canadians report feeling victimized by incidents online

In 2022, 8% of Canadians felt victimized by an incident online, such as incidents related to bullying, harassment and discrimination, or related to the misuse of personal pictures, videos or other content. Among various age groups, younger Canadians aged 15 to 24 years (11%) had the highest proportion of people who felt victimized online.

About half (51%) of Canadians said that they had seen content online that may incite hate or violence, and three-quarters (73%) of Canadians reported that they had seen content online that they suspected to be false or inaccurate, such as misinformation.

Almost 9 in 10 Canadians have a home Internet connection download speed of 50 megabits per second or more

The proportion of individuals who had access to the Internet at home remained stable in 2022 compared with 2020, at 94%, but the proportion of Canadians who reported having a download speed of 50 megabits per second (Mbps) or more increased. Among respondents who knew their home Internet download speed, 87% had a download speed of 50 Mbps or more, compared with 72% in 2020.

In addition, 84% of Canadians had access to the Internet through a mobile data plan for personal use in 2022, and about 600,000 people (2%) reported having a mobile data plan but no home Internet connection.

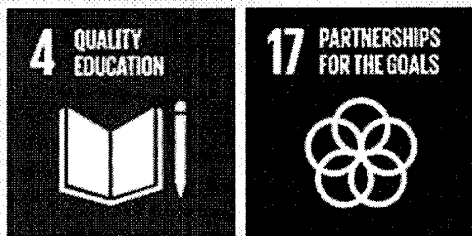
Digital economy and society statistics portal and publications

For more information on the digital economy and society, visit the Digital economy and society statistics portal and the new *Digital Insights* publication, which bring together a variety of data from across Statistics Canada and other sources to provide statistics, analysis and interactive tools related to the digital economy and society in Canada.

Sustainable Development Goals

On January 1, 2016, the world officially began implementation of the 2030 Agenda for Sustainable Development—the United Nations' transformative plan of action that addresses urgent global challenges over the next 15 years. The plan is based on 17 specific sustainable development goals.

The Canadian Internet Use Survey is an example of how Statistics Canada supports the reporting on the Global Goals for Sustainable Development. This release will be used to help to measure the following goals:



Note to readers

The 2022 Canadian Internet Use Survey (CIUS), sponsored by Innovation, Science and Economic Development Canada, was conducted from December 2022 to April 2023.

The CIUS target population is all persons 15 years of age and older living in the 10 provinces of Canada. It excludes full-time (residing for more than six months) residents of institutions. The CIUS makes efforts to identify and exclude units on reserves based on their associated geographies on the building-unit-based frame.

In 2021, the Northern Canada Internet Use Survey collected information about Internet access in the territories, notably the quality and reliability of Internet connections at home and Internet use. Results were released in the article "Canada's Far North less remote than meets the eye."

The access to Internet at home indicator includes only home Internet service through a fixed connection. Home Internet is typically accessed through a wireless (Wi-Fi) connection, or by using a corded connection in your home. Examples of home Internet include a digital subscriber line, cable Internet, satellite broadband and fibre optics.

An Internet download speed of 50 megabits per second (Mbps) or more allows users to do online activities such as supporting multiple users at a time, streaming ultra-high-definition video with more than one connected device, or quickly downloading a high-definition movie. This indicator can be used by the Government of Canada to track its objective to make broadband connectivity with a download speed of 50 Mbps and an upload speed of 10 Mbps available to 95% of Canadians by 2026.

The CIUS was redesigned in 2018, and its findings should not be compared with those from previous surveys.

For more information about survey questions and when making comparisons between cycles, refer to the questionnaires, as there may be minor differences between question wording, reference period, notes, inclusions and exclusions.

Available tables: 22-10-0134-01 to 22-10-0137-01 and 22-10-0140-01.

Definitions, data sources and methods: survey number 4432.

The infographic "Online safety in Canada, 2022," part of *Statistics Canada - Infographics (11-627-M)*, is now available.

For more information, or to enquire about the concepts, methods or data quality of this release, contact us (toll-free 1-800-263-1136; 514-283-8300; infostats@statcan.gc.ca) or Media Relations (statcan.mediahotline-ligneinfomedias.statcan@statcan.gc.ca).

This is Exhibit "I" referred to in the Affidavit of Jesse Todres, sworn before me by videoconference at Toronto, Ontario on this 31st day of May, 2024 in accordance with O. Reg. 431/20.

Andriy Holuk

LSO No. 67149D



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The Daily

[Thursday, September 18, 2003](#)

Household Internet Use Survey

2002

After surging during the late 1990s, the growth in Internet use among Canadian households has levelled off, according to new data from the Household Internet Use Survey (HIUS).

In 2002, an estimated 7.5 million households had at least one member who used the Internet regularly, either from home, work, school, a public library or another location, up only 4% from 2001. This rate of growth was far below the gains of 19% in 2001 and 24% the year before.

These households accounted for 62% of the nearly 12.2 million households in 2002, a slight increase from the previous year. The proportion of households using the Internet regularly almost doubled, from only 29% in 1997 to 60% in 2001.

Households with high income, members active in the labour force, those with children still living at home and people with higher levels of education have been in the forefront of Internet adoption. Because the majority of these households have already adopted the Internet, the capacity to sustain high growth rates is much reduced.

Internet use highest from home

Internet use was highest among households with members who surfed at home. These households accounted for 51% of the total in 2002, up from 49% in 2001. In 2002, about 6.3 million households had at least one member who regularly used the Internet from home, up 7% from 2001. This was only a fraction of the 23% growth in 2001, and the 42% increase the year before.

Use of the Internet has remained fairly consistent. In 2002, three-quarters (75%) of households using the Internet regularly from home reported that someone went online at least once a day on average, compared with 73% the year before. Two out of every three households (65%) using the Internet from home reported spending 20 or more hours each month surfing, up from 63% in previous year.

HIUS data showed continued growth in Internet connections by cable from home. In 2002, an estimated 2.2 million households, or 35%, reported regular Internet access from home through a cable connection. This was up from 1.75 million, or 26%, in 2001. The majority of the remaining households (almost 4 million) connected using a telephone line.

Internet a growing source of information for households

Canadians still use the Internet mostly for e-mail and general browsing. However, growing numbers of households rely on the Internet to obtain information on their health, to research and make travel arrangements and to obtain information from various levels of government. Specialized uses such as electronic banking are also increasing.

Almost two-thirds (64%) of the regular users from home had at least one member in 2002 who used the Internet to search for medical or health related information, up from about 43% in 1998. After sending e-mail and browsing, this was the third most popular activity.

Nearly 3.6 million households that regularly used the Internet from home had at least one member in 2002 that used the Internet to obtain information or interact with government, up from 3 million the previous year. In 2002, they represented 57% of the total, up from only 36% in 1998.

Just over one-half (51%) of households using the Internet at home had someone who accessed online banking services, more than double the proportion of 23% in 1998. This might indicate that consumers are becoming more confident in the web's security aspects insofar as banking is concerned.

In 2002, about one-quarter of households that reported regular home use indicated that at least one member used the Internet for work-related business. This was the case for nearly 1.6 million households, up from fewer than 1.5 million in 2001. About 1 million households reported that at least one member regularly used the Internet at home for purposes of self-employment in 2002, unchanged from 2001.

Note to readers

The Household Internet Use Survey (HIUS) was conducted as a sub-sample of the Labour Force Survey. The HIUS collected information on the household as a whole. In total, 44,142 households were eligible for the HIUS and 31,650, or 71.7%, responded. Data gathered in January 2003 covered household Internet use in the 2002 calendar year.

The respondent provides a proxy response to questions for all members of the household. Of households indicating that they regularly use the Internet, about 88% of the individuals answering the survey for their household were one of the members that regularly used from various locations. Regular-use households are those that responded "yes" to the question: "In a typical month, does anyone in the household use the Internet from any location?"

Almost one-fifth of regular home use in 2002 was by employees taking advantage of the Internet to work scheduled hours at home. This was also relatively unchanged from 2001.

Lower income households making gains

Although households with the highest incomes still have the highest penetration rates, Internet use continues to make gains among households

153
in the lowest income level. The HIUS divided households into four equal groups based on income, each representing 25% of the income spectrum from highest to lowest.

In 2002, 78% of households in the highest income group had a member who used the Internet from home. Five years earlier, 33% of households with the highest incomes used the Internet from home. Households in the second highest income group exhibited the largest increase in Internet use from home in 2002 rising from 56% of households in 2001 to 62% of households in 2002.

In contrast, among the households in the lowest income group, only 25% had a member who used the Internet from home. However, this proportion had increased five times from only 5% in 1997.

Rates of Internet use still varied substantially across family types, with children still a key factor. Single-family households with unmarried children under the age of 18 had the highest rate of Internet use from any location last year, about 81%. This proportion was double the level of 38% in 1997.

Internet use highest in Ontario, Manitoba and Saskatchewan

All provinces showed relatively constant Internet use rates or slight increase in penetration rates from home. Newfoundland and Labrador, Nova Scotia, Ontario and the west showed slightly increased rates

Only three provinces - British Columbia, Ontario and Alberta - had rates of Internet use from home higher than the national average of 51%. About 58% of households in Ontario and British Columbia had someone who used the Internet regularly from home, the highest proportions. They were followed by Alberta at 54%.

Regular use of the Internet from work edged up slightly, with Ontario and Saskatchewan taking the lead.

Ontario, Manitoba and Saskatchewan exhibited overall increases in use from various locations for regular use: home, work, school, public library and other locations, referred to as use from "any location."

Households that are no longer connected

In 2002, 896,000 households indicated that a member of the household either used the Internet infrequently, or had pulled the plug entirely. The size of this group has remained relatively unchanged over the past three years.

Of these former or infrequent users, 402,000 had a computer at home. Asked why they no longer used the Internet, 32% said they didn't have a need or interest in using it, 22% said it was too costly, and 12% indicated their computer was too old or broken.

In 2002, about 3.8 million Canadian households had never used the Internet. Most of the households in this group (85%) were either families without children or one-person households. As well, many of these non-users earned below-average household income with 47% in the lowest group.

Among households with a member who had never used the Internet, about 477,000 said they had a computer at home. Of these households, more than four in ten indicated they had no need of the Internet, or did not find it useful. About 16% said the Internet cost too much, while just over 10% said their computer was too old, or it was broken.

Available on CANSIM: tables [358-0002 to 358-0006](#), [358-0017](#).

Definitions, data sources and methods: survey number ¹⁵⁴4432.

[Additional data tables](#) related to the information presented in this series are available on Statistics Canada's website (). From the *Canadian statistics* page, choose *Culture, leisure and travel*, then *Internet*.

For more information, or to enquire about the concepts, methods or data quality of this release, contact Jonathan Ellison (613-951-5882; jonathan.ellison@statcan.gc.ca), Science, Innovation and Electronic Information Division.

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Date Modified: 2003-09-18

[Important Notices](#)

This is Exhibit "J" referred to in the Affidavit of Jesse Todres, sworn before me by videoconference at Toronto, Ontario on this 31st day of May, 2024 in accordance with O. Reg. 431/20.

Andriy Holuk

LSO No. 67149D

SUBJECT TO FURTHER REVISION BY IGAMING ONTARIO AT ITS SOLE AND ABSOLUTE DISCRETION

OPERATING AGREEMENT

between

IGAMING ONTARIO

and

•

made as of

•

non-executable

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OPERATING AGREEMENT

THIS AGREEMENT is made as of [●]

BETWEEN:

iGaming Ontario

- and -

[●] (the "Operator")

RECITALS

WHEREAS iGaming Ontario has the statutory authority to conduct and manage Eligible iGames on behalf of and as an agent of the Crown;

AND WHEREAS iGaming Ontario has the authority to enter into agreements with registrants for the operation of Operator Websites offering Eligible iGames;

AND WHEREAS each member of the Operator Group is the operator of certain Operator Websites and is duly registered with the AGCO as a Registered Operator at the time of entering into this Agreement;

AND WHEREAS the Operator Group includes, collectively and individually, the Operator and each Operator Affiliate that from time to time operates Operator Websites offering Eligible iGames;

AND WHEREAS iGaming Ontario has requested that the Operator Group perform, and the Operator Group has agreed to perform, the Operator Obligations, on and subject to the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the covenants and agreements herein contained, the parties agree as follows:

ARTICLE 1 INTERPRETATION

1.01 **Other Terms**

Other terms may be defined elsewhere in this Agreement and, unless otherwise indicated, will have such meanings throughout this Agreement. Terms defined by reference to other agreements or instruments have the meanings given to them therein as of the date hereof.

1.02 **Rules of Construction**

Except as otherwise specifically provided in this Agreement and unless the context otherwise requires, the following rules of construction will apply to this Agreement:

- (a) the division of this Agreement into Articles and Sections and the insertion of headings are for convenience of reference only and will not affect the construction or interpretation of this Agreement;
- (b) references in this Agreement to "Articles", "Sections", "Exhibits" and "Schedules" refer, respectively, to Articles of, Sections of, and Exhibits and Schedules to, this Agreement;
- (c) the term "will" means "shall";

- (d) “hereunder”, “herein”, “hereto” and “hereof”, when used in this Agreement, refer to this Agreement and not to a particular Section or clause of this Agreement;
- (e) “including” means “including, but not limited to” and “include” or “includes” means “include, without limitation” or “includes, without limitation”;
- (f) words importing persons include individuals, firms, corporations, bodies corporate, limited and unlimited liability companies, general and limited partnerships, associations, trusts, trustees, unincorporated organizations, syndicates, Issuers, joint ventures and Governmental Authorities;
- (g) words importing the singular number only will include the plural and vice versa and words importing the use of any gender will include all genders;
- (h) references to any document, instrument or agreement, including this Agreement, (i) will include all exhibits, schedules and other attachments thereto, (ii) will include all documents, instruments or agreements issued or executed in replacement hereof, and (iii) will mean such document, instrument or agreement, or replacement or predecessor thereto, as amended, restated, amended and restated, modified or supplemented from time to time (to the extent permitted hereunder) and in effect at the given time;
- (i) references to any person will include such person’s successors and assigns (in the case of the Operator Group, to the extent permitted hereunder);
- (j) any time period within which a payment is to be made or any other action is to be taken hereunder (including the calculating any interest payable under this Agreement for any period of time) will be calculated excluding the day on which the period commences and including the day on which the period ends;
- (k) whenever any payment is required to be made, action is required to be taken or period of time is to expire on a day other than a Business Day, such payment will be made, action will be taken or period will expire on the next following Business Day;
- (l) “month” means “calendar month”;
- (m) all sums of money that are referred to in this Agreement are expressed in lawful money of Canada; and
- (n) the interpretation of this Agreement will not permit a revenue, Loss, recovery, receipt, payment, reserve or reimbursement to be duplicated.

1.03 **References to the Operator Group**

() Unless otherwise indicated, all references in this Agreement to Operator Group will be interpreted as follows:

- (a) where there is an express reference to the Operator Group or a member of the Operator Group the reference includes all members of the Operator Group but, for clarity, a reference to the Operator means the Operator in its capacity as a counterparty to this Agreement and does not, unless the context indicates otherwise, include a reference to the Operator Group or other Operator Group members and, for avoidance of doubt, the Operator is responsible for the acts and omissions of the other Operator Group members in accordance with Section 2.05(1); and
- (b) where there is a reference to any obligation, covenant or agreement of the Operator Group,

the reference to Operator Group means that the Operator will perform any obligation, covenant or agreement itself or, where applicable, the Operator will cause any or all of the other Operator Group members to perform the obligation, covenant or agreement.

(2) For clarity, the failure to expressly include “Operator Group”, or “member of the Operator Group” alongside a reference to “Operator” in any clause/provision is not to be interpreted as an exclusion of such Person(s) where the context indicates otherwise and does not in any way limit Operator’s (and not the Operator Groups’) liability under Sections 2.05(1) and 2.05(2).

1.04 **Statutes**

Unless otherwise indicated, all references in this Agreement to any statute include the regulations thereunder and all applicable guidelines, policies, standards, directives and bulletin made in connection therewith and that are legally binding, in each case, as amended, re-enacted, consolidated or replaced from time to time and, in the case of any such amendment, re-enactment, consolidation or replacement, reference herein to a particular provision will be read as referring to such amended, re-enacted, consolidated or replaced provision.

1.05 **Accounting Principles**

All accounting terms not specifically defined in this Agreement will be construed in accordance with GAAP. Where the character or amount of any asset or liability or item of revenue or expense is required to be determined, or any consolidation or other accounting computations required to be made for the purpose of this Agreement, such determination or computation will, to the extent applicable, and except as otherwise specified in this Agreement or as otherwise agreed in writing by the parties, be made in accordance with GAAP.

1.06 **Priority of Documents**

In the event of any conflict or inconsistency between the provisions of any of the following documents, then, unless the parties agree otherwise in writing, the following descending order of priority will apply to the extent of such conflict or inconsistency: (a) first, the terms and conditions of the main body and Schedules of this Agreement; and (b) next, the iGaming Ontario Policies. Nothing in this Agreement shall impact any authority of the AGCO or any authority of the Registrar concerning Applicable Law within the AGCO or Registrar’s powers, duties, or objects.

1.07 **No Interference with Statutory Powers and Duties**

Nothing in this Agreement, including any requirement for iGaming Ontario to act reasonably, will be interpreted as requiring iGaming Ontario to act in any manner contrary to, or that interferes with, the exercise by iGaming Ontario of any legislative or statutory power or duty, including any statutes and regulations governing iGaming Ontario, whether existing prior to, on or after the date hereof.

1.08 **Schedules and iGaming Ontario Policies**

The following Schedules attached hereto and the iGaming Ontario Policies are integral to and form part of this Agreement:

Schedule 1.01	-	Certain Defined Terms
Schedule 8.01	-	Operator Revenue Share
Schedule 12.03	-	Trade-Marks
Schedule 24.01	-	Dispute Resolution Procedure

Schedule A	-	Specific Terms
Schedule B	-	Acknowledgment Agreement

ARTICLE 2 APPOINTMENT OF THE OPERATOR GROUP

2.01 Appointment of the Operator Group

(1) iGaming Ontario hereby retains and appoints the Operator Group during the Operating Period to perform the Operator Obligations in the Province of Ontario upon and subject to and in accordance with the terms and conditions of this Agreement. The Operator Group hereby accepts such appointment and agrees to perform the Operator Obligations during the Operating Period, subject to and in accordance with the terms and conditions of this Agreement.

(2) The parties acknowledge and agree that during the Term, iGaming Ontario shall conduct and manage all Eligible iGames on the Operator Websites. iGaming Ontario hereby retains and appoints the Operator Group as iGaming Ontario's agent solely to operate on behalf of and as agent for iGaming Ontario the Eligible iGames to be offered on the Operator Website in the Province of Ontario (and for certainty, in no other jurisdiction) upon and subject to the terms of this Agreement. The Operator Group hereby accepts such appointment as agent upon and subject to the terms of this Agreement.

2.02 Limitations on Power and Authority

(1) The Operator Group acknowledges and agrees that iGaming Ontario must conduct and manage all Eligible iGames in the Province of Ontario as required under paragraph 207(1)(a) of the Criminal Code. As between the Operator Group and iGaming Ontario, iGaming Ontario shall at all times have the sole authority to conduct and manage Eligible Games in accordance with the Criminal Code and in accordance with Gaming Control Legislation. The respective rights and obligations of the parties hereunder will be interpreted in light of and subject to, and shall not restrict or abrogate, iGaming Ontario's authority to conduct and manage Eligible iGames. In order to ensure compliance with the Criminal Code, in addition to any other limitations on the power and authority of the Operator Group specified in this Agreement, the Operator Group shall have no authority to take, and will not take, any action that is in any manner inconsistent with this Agreement or Applicable Law. Without limiting the generality of the foregoing:

- (a) the Operator Group will at all times take into account the requirements of paragraph 207(1) a) of the Criminal Code;
- (b) any provision of this Agreement that confers any right, power, authority, entitlement or obligation on the Operator Group will be deemed to reserve for iGaming Ontario any aspect of the discharge of that right, power, authority, entitlement or obligation that constitutes in any respect iGaming Ontario's authority to conduct and manage Eligible iGames in accordance with the Criminal Code, it being the mutual intention of the parties that the rights, powers, authority, entitlements and obligations of the Operator Group under this Agreement will in no way restrict or abrogate iGaming Ontario's authority to conduct and manage Eligible iGames in the Province of Ontario or result in the Operator Group conducting and managing, or being found to conduct and manage, in whole or in part, alone or together with iGaming Ontario, any aspect of any Eligible iGame in the Province of Ontario;
- (c) the Operator Group will have no rights, powers, authority, entitlements or obligations relating to the operation of any Eligible iGame other than the rights, powers, authority, entitlements and obligations of the Operator Group contemplated by this Agreement;

- (d) the Operator Group will not, without obtaining the prior written consent of iGaming Ontario, which consent may be withheld or conditioned in the sole and absolute discretion of iGaming Ontario, take any action that might have an adverse effect on the conduct and management by iGaming Ontario of Eligible iGames in the Province of Ontario;
- (e) the Operator Group will ensure that any provision or operation of Eligible iGames that it provides on behalf of and as agent for iGaming Ontario will be separate and independent from any gaming activities undertaken by the Operator Group in any other jurisdictions, including those in other Canadian jurisdictions; and
- (f) the Operator Group will ensure that all Eligible iGames on Operator Websites are provided only within the Province of Ontario and only accessed by Players physically located in Ontario.

2.03 **Standard of Care**

In performing the Operator Obligations, the Operator Group will exercise at least that degree of care, diligence, skill, prudence and foresight that would reasonably and ordinarily be expected from time to time from a person who is experienced in operating regulated commercial online gaming websites.

2.04 **No Other Assurances**

iGaming Ontario has not afforded to the Operator Group, and the Operator Group acknowledges and agrees that it has not been afforded any assurances, limitations or other protections whatsoever, including any covenant or other assurance of exclusivity or non-competition. Without limiting the generality of the foregoing, the Operator Group acknowledges and agrees that at all times during the Term, iGaming Ontario may, in its sole and absolute discretion, conduct, manage and operate or cause to be operated any number of Eligible iGames, each and all of which may compete directly or indirectly with the Operator Offerings.

2.05 **Primary Responsibility of the Operator**

(1) The Operator shall, if applicable, cause every member of the Operator Group to comply with all obligations, covenants and agreements of the Operator Group hereunder in the performance of the Operator Obligations.

(2) The Operator acknowledges and agrees that it is solely responsible and liable for the performance of the Operator Obligations hereunder. The performance of any part of the Operator Obligations set out in this Agreement by any other member of the Operator Group other than the Operator will not relieve the Operator from any obligation or liability under this Agreement. The Operator will remain responsible hereunder for the performance of all or any part of the obligations and liabilities set out in this Agreement performed by any member of the Operator Group to the same extent as if such obligations were performed by the Operator itself. Any act or omission of any member of the Operator Group which would constitute a breach or a performance failure under this Agreement if such act or omission were that of the Operator itself shall be deemed to be a breach or performance failure under this Agreement by the Operator.

(3) The Operator hereby confirms on behalf of the Operator Group that iGaming Ontario is entitled to deal only with the Operator in respect of all matters arising under this Agreement relating to the Operator or the Operator Group, including to receive and send notices, to receive and deliver documents, to exercise, enforce or waive rights or conditions, to give releases and discharges, to seek indemnification against the Operator and to defend against indemnification claims of the Operator Indemnitees.

ARTICLE 3 ENGAGEMENT MANAGEMENT

3.01 Emergency Personnel

(1) The Operator Group will designate a primary and secondary contact for cases of emergency and disaster (the “**Primary Operator Emergency Contact**” and the “**Secondary Operator Emergency Contact**” and, collectively, the “**Operator Emergency Contacts**”) responsible for the implementation and maintenance of the Business Continuity Plan and related systems, equipment and procedures, together with the appropriate Operator Personnel equipped with the appropriate training and experience to assist iGaming Ontario in the event of a Business Interruption. The Operator Emergency Contacts will be listed in Schedule A. The Operator Group will provide iGaming Ontario with the business telephone numbers and email addresses (including out of office contact information) for the Operator Emergency Contacts sufficient to ensure contact can be established by various means with each individual on a 24 hour, 7 days a week basis (collectively, “**Operator Emergency Contact Information**”). The Operator Group will: (a) keep the Operator Emergency Contact Information up to date; (b) provide iGaming Ontario with immediate notice of any changes to the Operator Emergency Contact Information; and (c) incorporate such Operator Emergency Contact Information into the Business Continuity Plan.

3.02 Responsibility for Operator Personnel

Without limiting the generality of any other provision of this Agreement, the Operator Group will:

- (a) at all times during the Term maintain exclusive supervision, management and control over all Operator Personnel and ensure that all Operator Personnel are offered employment, hired, engaged, retained, trained, supervised, registered, licensed, approved, terminated, and otherwise qualified and competent to undertake their respective duties and responsibilities, in accordance with and as required by this Agreement and Applicable Law;
- (b) be exclusively responsible for and comply with all obligations under Applicable Law as employer of all Operator Personnel;
- (c) as between iGaming Ontario and the Operator Group, be exclusively responsible for all acts and omissions of Operator Personnel with regard to or in connection with this Agreement, including acts or omissions constituting negligence, gross negligence, wilful misconduct, criminal conduct or fraud.

All of the responsibilities, obligations and liabilities referred to in this Section 3.02, including all associated determinations, payments, withholdings, deductions, remittances, assessments, insurance, costs, expenses, charges, Taxes and other obligations and liabilities imposed on the Operator Group with respect to Operator Personnel by Applicable Law, are referred to collectively as the “**Operator Personnel Obligations and Liabilities**”.

3.03 Use of Subcontractors; Subcontracts

(1) The Operator Group may engage Subcontractors as may be necessary to enable the Operator Group to perform the Operator Obligations in accordance with this Agreement and Applicable Law. Notwithstanding the foregoing, the Operator Group will not, without the prior written consent of iGaming Ontario, which consent may be withheld or conditioned in the sole and absolute discretion of iGaming Ontario, engage any Subcontractor to perform and will not otherwise outsource the provision of all or any part of the following Operator Obligations in respect of: (i) the operation of Operator Offerings as iGaming Ontario’s agent pursuant to Section 2.01(2); and (ii) the Operator’s obligations under Section 6.02(m); provided, however, that, notwithstanding the foregoing, the Operator Group will be entitled to subcontract or otherwise outsource the provision of repair and maintenance services relating to the categories of Operator Obligations described in clauses (i) through (ii), above.

3.04 Responsibility for Subcontractors

- (1) Without limiting the generality of any other provision of this Agreement, the Operator Group will:
- (a) ensure that all Subcontractors are at all times during the Term engaged, retained, trained, supervised, registered, licensed, approved, terminated, and otherwise qualified and competent to provide the applicable Operator Obligations, in accordance with and as required by this Agreement and Applicable Law;
 - (b) ensure that each Subcontractor has obtained and maintains during the term of any Subcontract all Governmental Consents and other licenses, authorizations, approvals and consents necessary;
 - (c) maintain exclusive responsibility and authority for identifying, interviewing, engaging, retaining, administering and terminating all such Subcontractors, including responsibility for all costs, expenses and liabilities related thereto, in all cases in compliance with this Agreement and Applicable Law;
 - (d) ensure that each Subcontractor recruits, interviews, hires, engages, retains, trains, supervises, manages, controls, directs, compensates, disciplines, terminates and otherwise administers Subcontractor's relationship with any Subcontractor personnel hired, retained, engaged or assigned by the Subcontractor to perform the applicable Operator Obligations, in all cases, in compliance with this Agreement and Applicable Law;
 - (e) ensure that (i) each Subcontractor acknowledges and agrees that only iGaming Ontario has the authority to conduct and manage all Eligible iGames in the Province of Ontario as required under paragraph 207(1)(a) of the Criminal Code and that (ii) each Subcontractor at all times performs its obligations in compliance with the Criminal Code and, if applicable, Gaming Control Legislation;
 - (f) be exclusively responsible for and comply with all obligations of the Operator Group (A) under all Subcontracts, including the payment of all amounts due to such Subcontractors pursuant to such Subcontracts (including all applicable Taxes thereon) and all other Tax matters, and (B) arising out of indemnity Claims involving a Subcontractor or Subcontract for which the Operator Group is responsible;
 - (g) as between Gaming Ontario and the Operator Group, be exclusively responsible for all acts and omissions of Subcontractors that directly or indirectly result in or suffer to exist any failure of the Operator Group to perform or comply with any obligation, covenant or agreement of the Operator Group in this Agreement, including acts or omissions constituting gross negligence, wilful misconduct, criminal conduct or fraud; and
 - (h) ensure that each Subcontractor has information technology systems that meet the cybersecurity, data protection and intellectual property requirements set forth in this Agreement.

All of the responsibilities, obligations and liabilities referred to in this Section 3.04(1), including all payments, Taxes and other obligations and liabilities, are referred to collectively as the "**Subcontractor Obligations and Liabilities**".

(2) The subcontracting or other delegation of any Operator Obligations to any Subcontractor will not relieve the Operator Group from any of its obligations, covenants, agreements or liability hereunder. The Operator Group will remain solely responsible and liable for the performance of the Operator Obligations. Any failure of any Subcontractor to perform or comply with any obligation, covenant or agreement required to be performed or complied with by the Operator Group under this Agreement will be

deemed to be a failure of the Operator Group. Any breach of the terms of this Agreement by a Subcontractor shall be deemed to be a breach of this Agreement by the Operator Group.

ARTICLE 4 TRANSITION MATTERS

4.01 Transition and Account Opening Requirements

(1) The Operator represents and warrants to iGaming Ontario for and on behalf of the Operator and the Operator Group, recognizing that iGaming Ontario is relying upon such representations and warranties in entering into this Agreement, as of the date hereof, as follows:

- (a) that on or prior to the date of this Agreement it has taken all steps required to ensure there is operational separation of (i) any of the Operator Group's gaming activities that took place in Ontario and/or involved Ontario-based patrons (including Pre-Existing Customers) prior to the date of this Agreement and (ii) the Operator Offerings provided as of the date of this Agreement pursuant to the terms of this Agreement;
- (b) the Operator Group has notified each Pre-Existing Customer that from and after the date of this Agreement the Operator Offerings are conducted and managed by iGaming Ontario; and
- (c) the Operator Group has implemented Operator Website terms and conditions that comply with Applicable Law and each Player (including all Pre-Existing Customers) has or will accept such Operator Website terms and conditions prior to being allowed to access any Operator Offerings.

(2) The Operator shall not permit any Pre-Existing Customer to access Operator Offerings during the Operating Period unless the Operator Group:

- (a) has established an iGaming Account and, where applicable, a Player Profile for each such Pre-Existing Customer and collected any outstanding Player Information and verified each Pre-Existing Customer's identity in accordance with the terms of this Agreement and the iGaming Ontario Policies;
- (b) has offered each Pre-Existing Customer the option to either withdraw any Cash balance contained in a Pre-Existing account on an Operator Website or have such Cash balance transferred to the Pre-Existing Customer's iGaming Account; provided, however, that any such Cash balance transfer shall not occur until after the Operator has complied with the obligations set forth in Section 4.01(2)(a);
- (c) from and after the moment in which the Operator Group has established an iGaming Account for a Pre-Existing Customer, ensure that all Cash deposits from such Player are deposited to the Player's iGaming Account and that such Player cannot access any Operator Offerings other than through such Player's iGaming Account; and
- (d) ensure that no Lottery Scheme operated by the Operator Group in Ontario prior to the Operating Period, in which Pre-Existing Customers have participated, continues into the Operating Period.

(3) In the event that:

- (a) a new Player (who is not a Pre-Existing Customer) does not accept the Operator Website terms and conditions pursuant to Section 4.01(1)(c), or a new Player's identity is not verified in accordance with the terms of this Agreement and the iGaming Ontario Policies,

the Operator Group shall either not create an iGaming Account for such Player or close such Player's iGaming Account; or

- (b) a Pre-Existing Customer does not accept the Operator Website terms and conditions pursuant to Section 4.01(1)(c), a Pre-Existing Customer's identity is not verified in accordance with the terms and conditions of this Agreement and the iGaming Ontario Policies, or outstanding Player Profile information is not collected pursuant to Section 4.01(2)(a), the Operator Group shall thereafter ensure that any such Pre-Existing Customer cannot access the Operator's Offerings via the Pre-Existing Customer's existing account with the Operator Group.

ARTICLE 5 REPRESENTATIONS AND WARRANTIES

5.01 iGaming Ontario Representations and Warranties

iGaming Ontario represents and warrants to the Operator, recognizing that the Operator is relying upon such representations and warranties in entering into this Agreement, as of the date hereof, as follows:

- (a) iGaming Ontario is a corporation without share capital established under the iGaming Ontario Act and has the requisite power and authority to carry on its business as now conducted and as proposed to be conducted;
- (b) pursuant to the *Alcohol and Gaming Commission of Ontario Act, 2019* (Ontario), iGaming Ontario is for all its purposes an agent of the Crown;
- (c) the execution, delivery and performance by iGaming Ontario of this Agreement is within its corporate powers, has been duly authorized by all necessary corporate action and does not (i) contravene any provision of its constituting documents, including the iGaming Ontario Act, or (ii) violate any Applicable Law;
- (d) iGaming Ontario has commenced the process to become a "prescribed registrant" and an "issuer" as defined respectively, in sections 188(5) and 188.1 of the *Excise Tax Act* (Canada) and expects to receive a final determination with respect to the foregoing during the Term; and
- (e) this Agreement has been duly executed and delivered by iGaming Ontario and is the legal, valid and binding obligation of iGaming Ontario, enforceable against iGaming Ontario in accordance with its terms except as such enforceability may be limited by (i) limitations with respect to the enforcement of remedies by bankruptcy, insolvency, reorganization, moratorium, and similar Applicable Law affecting creditors' rights generally; (ii) general principles of equity and that a court may stay proceedings or the execution of judgments regardless of whether asserted in a proceeding in equity or at law; (iii) statutory limitations of general application respecting the enforceability of claims against the Crown or its property; (iv) Section 11.3 of the *Financial Administration Act*; (v) any terms and conditions as are set out in the approval that has been provided in connection with this Agreement for the purposes of Section 28 of the *Financial Administration Act*; and (vi) the powers of the Minister of Finance to effect set offs against amounts owing by Ontario pursuant to Section 43 of the *Financial Administration Act*.

5.02 Operator Group Representations and Warranties

The Operator represents and warrants to iGaming Ontario for and on behalf of the Operator and the Operator Group, recognizing that iGaming Ontario is relying upon such representations and warranties in entering into this Agreement, as of the date hereof, as follows:

- (a) each member of the Operator Group (i) is a corporation, limited or unlimited liability company, partnership or business trust duly organized and validly existing under the laws of the jurisdiction of its formation; and (ii) has all requisite power and authority to own and operate its assets and to carry on its business as now carried on and as proposed to be carried on;
- (b) the execution, delivery and performance by the Operator of this Agreement is within its corporate powers, has been duly authorized by all necessary corporate action and does not (i) contravene any provision of its articles, bylaws, partnership agreement, trust agreement or other constating documents; or (ii) violate any Applicable Law;
- (c) this Agreement has been duly executed and delivered by the Operator and each Acknowledgment Agreement has been duly executed and delivered by each member of the Operator Group (other than the Operator) to the extent applicable as of the date hereof and is the legal, valid and binding obligation of the Operator Group enforceable against the Operator Group in accordance with its terms except as such enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, and similar Applicable Law limiting the enforcement of creditors' rights generally and by general principles of equity;
- (d) the Operator (in its own capacity) (i) is authorized to act on behalf of and as agent for all other members of the Operator Group with respect to all decisions or actions of the Operator Group under this Agreement; (ii) is authorized to bind the other members of the Operator Group to the obligations hereunder; and (iii) has the full power and authority to cause each member of the Operator Group to perform the Operator Obligations in accordance with the terms of this Agreement;
- (e) there is no Claim affecting any member of the Operator Group pending or, to the knowledge of the Operator Group, threatened before any Governmental Authority or arbitrator that constitutes a Material Adverse Effect;
- (f) no member of the Operator Group is in default under or with respect to any Applicable Law, which default constitutes a Material Adverse Effect;
- (g) no Suspension Event or Event of Default, or any event that would constitute a Suspension Event or Event of Default but for the passage of time with a requirement that notice be given or both, has occurred and is continuing or would result from the consummation of the transactions contemplated by this Agreement;
- (h) no Act of Insolvency has occurred in respect of any member of the Operator Group or their Affiliates that constitutes a Material Adverse Effect;
- (i) the Operator Group and the Operator Personnel have obtained all Governmental Consents required to be obtained by any of them and that are necessary to perform the Operator Obligations and each of such Governmental Consents is valid, subsisting and in good standing; neither the Operator Group nor, to the knowledge of the Operator Group, the relevant Operator Personnel, as the case may be, is in default thereunder or breach thereof; and, to the knowledge of the Operator Group, there exists no circumstance or fact that, individually or together with any other existing circumstance or fact, could reasonably be expected to result in a default under or breach of any of the Governmental Consents or the revocation or limitation thereof;
- (j) each member of the Operator Group is in compliance in all material respects with (i) the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act*, and all other AML Laws and (ii) all client identification (Know Your Customer) obligations as required by such

AML Laws; and

- (k) all information related to the Operator Group set out in Schedule A, including the Corporate Chart set out in Exhibit 1 to Schedule A, is complete and accurate as of the date of this Agreement.

ARTICLE 6 COVENANTS

6.01 iGaming Ontario Covenants

At all times during the Term, iGaming Ontario shall (a) exercise its authority to conduct and manage Eligible iGames, and (b) comply with the terms of this Agreement and Applicable Law and, without limiting the generality of the foregoing, to perform each of its obligations, covenants and agreements hereunder.

6.02 Operator Covenants

The Operator Group shall:

Compliance Matters

- (a) comply at all times during the Term with the terms of this Agreement and Applicable Law, and cause all Operator Personnel and Subcontractors to comply with their respective obligations, covenants and agreements, in compliance with this Agreement and Applicable Law;
- (b) ensure that each member of the Operator Group (other than the Operator) has executed and delivered to iGaming Ontario an Acknowledgment Agreement in which they agree to be bound by all the terms of this Agreement on or prior to commencing operation of an Operator Website;
- (c) remain in good standing with all Governmental Authorities having jurisdiction or authority over or in respect of the Operator Group, and to obtain and maintain in good standing throughout the Term all Governmental Consents necessary in connection with the operation of the Operator Websites (including, for certainty, maintaining its registration as a Registered Operator), the Operator Offerings and the provision of the Operator Obligations including those required to be obtained and/or maintained pursuant to Applicable Law and this Agreement;
- (d) maintain its corporate or other legal form, rights and powers under the laws of its jurisdiction of existence and duly qualify and remain duly qualified to own and operate its assets and to carry on its business as now conducted and as proposed to be conducted in each jurisdiction in which such business is conducted;

Responsible Gambling Matters

- (e) within 2 years of the date of this Agreement obtain and thereafter maintain during the remainder of the Term accreditation for the Operator Websites pursuant to the Responsible Gambling Council's RG Check program, or such other third-party responsible gambling accreditation as iGaming Ontario may from time to time prescribe by written notice to the Operator Group (such accreditation, "**RG Accreditation**"). In furtherance of the RG Accreditation, the Operator Group will:
- (i) provide iGaming Ontario copies of final accreditation reports and certificates of accreditation evidencing compliance with the foregoing, within 30 days of receipt;

- (ii) in the event RG Accreditation is denied for an Operator Website, provide written notice to iGaming Ontario of such denial along with a plan and timeline to remedy any deficiencies as soon as possible. Any failure to produce an acceptable plan or to continuously implement such plan shall constitute a Suspension Event; and
 - (iii) in the event RG Accreditation is withdrawn, lost or otherwise invalidated for an Operator Website, provide written notice to iGaming Ontario of such action along with a plan and timeline to remedy any deficiencies as soon as possible. Any failure to produce an acceptable plan or to continuously implement such plan shall constitute a Suspension Event.
- (f) implement on the Operator Website and observe, enforce and comply with all responsible gambling programs, policies and directives as required by this Agreement and Applicable Law, including any centralized self-exclusion programs developed by iGaming Ontario during the Term pursuant to the iGaming Ontario Policies;
- (g) beginning on the date 12 months after the iGaming Launch Date and thereafter through the remainder of the Term, in accordance with the iGaming Ontario Policies, each member of the Operator Group shall dedicate an amount based on a specified percentage (set out in the iGaming Ontario Policies) of the total Gross Gaming Revenue as calculated in accordance with the iGaming Ontario Policies, to promote gambling prevention education messages and campaigns that demonstrate the Operator Group's commitment to responsible gambling in Ontario and support the goal of achieving balance between responsible gambling advertising and promotional Marketing and Advertising. Notwithstanding the foregoing, iGaming Ontario shall not revise the specified percentage referenced above as set out in the iGaming Ontario Policies more than once per year. In addition to the foregoing, beginning on the date that is 12 months after the iGaming Launch Date and thereafter through the remainder of the Term, the Operator shall provide a report for and on behalf of the Operator Group to iGaming Ontario in the form set forth in the iGaming Ontario Policies on the problem gambling prevention and responsible gambling education messages and campaigns (the "RG Campaigns") the Operator Group expects to run in the following 6 month period and on the effectiveness of previously executed RG Campaigns;

Operational Matters

- (h) ensure that all Operator Offerings are provided only within the Province of Ontario and only accessed by Players;
- (i) ensure that the Operator Group and each of their Affiliates do not promote, display, operate or offer any Lottery Schemes in the Province of Ontario except (i) as expressly contemplated by this Agreement, (ii) as conducted and managed by either iGaming Ontario or the Ontario Lottery and Gaming Corporation, or (iii) as regulated and supervised by the Canadian Pari-Mutuel Agency;
- (j) not authorize, take, omit from taking or ratify any action, and not to engage in any conduct or allow any Operator Personnel to engage in any conduct, that constitutes a Material Adverse Effect or that iGaming Ontario has advised the Operator Group in writing that such action or conduct has been determined by iGaming Ontario to constitute a Material Adverse Effect;
- (k) notify iGaming Ontario forthwith in writing upon any member of the Operator Group becoming aware of any Material Adverse Effect;
- (l) at its cost and expense, establish and at all times maintain a business continuity and

disaster recovery plan (the "**Business Continuity Plan**") in accordance with the current industry standards used or observed by leading providers of products and services the same as, or similar to, the products and services offered by the Operator Group under this Agreement to ensure that the Operator Group can continue to perform its obligations under this Agreement in the event of a Business Interruption.

Financial Matters

- (m) accept, on behalf of and as agent for iGaming Ontario, bets on Eligible iGames on the Operator Websites; to pay, on behalf of and as agent for iGaming Ontario, all Winnings;
- (n) maintain sufficient funds in the Gaming Bank Roll as the Operator Group considers necessary or appropriate, acting reasonably, for the purposes of paying Winnings and to otherwise provide for the proper, secure and efficient operation of the Operator Websites and the Operator Offerings;
- (o) receive, handle and hold the Gross Gaming Revenue as agent on behalf of and for the sole benefit of iGaming Ontario until such time as the Gross Gaming Revenue has been deposited into the iGaming Ontario Bank Account recognizing that the Gross Gaming Revenue is and will be, until the Operator Revenue Share has been paid, the sole and absolute property of iGaming Ontario;
- (p) ensure that Gross Gaming Revenue funds are kept separate and apart from the Operator Group's other funds, including for certainty, any and all funds in respect of the Operator Group's operations outside of Ontario and ensure that no funds are deposited into the iGaming Ontario Bank Account other than the Gross Gaming Revenue;
- (q) at the time(s) specified in the iGaming Ontario Policies, deposit, as a singular deposit made by the Operator for and on behalf of the Operator Group, into the iGaming Ontario Bank Account the total Gross Gaming Revenue accumulated during the immediately preceding Operating Week (each such deposit, a "**Weekly GGR Deposit**"); provided, however that if the Gross Gaming Revenue in respect of such Operating Week is a negative amount, then no such deposit will be required in respect of such Operating Week;
- (r) at the time(s) specified in the iGaming Ontario Policies, deliver to iGaming Ontario, in the format and in the manner set forth in the iGaming Ontario Policies, a singular report by the Operator for and on behalf of the Operator Group of the GGR Data reflecting the total Gross Gaming Revenue accumulated during the immediately preceding Operating Week (whether the Gross Gaming Revenue for such Operating Week is a positive or negative figure);
- (s) be exclusively responsible and liable for, and to pay in full when due, any and all costs deducted, levied or otherwise imposed by the AGCO in respect of iGaming Ontario, the Operator Group or any Operator Websites (other than regulatory fees levied by the AGCO), whether such costs are initially billed or invoiced to iGaming Ontario by the AGCO and passed on to the Operator Group by iGaming Ontario for payment or billed or invoiced directly to the Operator Group by the AGCO, save and except, in each case, any of the foregoing to the extent caused by a failure of iGaming Ontario to comply with Applicable Law or this Agreement. Notwithstanding anything to the contrary in this Agreement, the Operator Group will not have any right to dispute or appeal the foregoing costs levied or otherwise imposed by the AGCO.

Cybersecurity Matters

- (t) ensure that all access to iGaming Ontario Systems or access to Operator systems that

may impact iGaming Ontario Systems is immediately revoked for any Operator Personnel or Subcontractor that are terminated or no longer need access to iGaming Ontario Systems;

- (u) notify iGaming Ontario by sending email to [REDACTED] as soon as feasible and in any event within 24 hours after discovering any Cyber-Security Incident, and if such Cyber-Security Incident relates to any Cyber Asset, Cyber Equipment, or the Operator Obligations, the Operator Group will, within 72 hours of initially notifying iGaming Ontario: (i) provide iGaming Ontario a description of the breach, incident or vulnerability, its potential security impact, its root cause, a remediation plan, and recommended mitigating or corrective actions; and (ii) promptly and continuously cooperate and coordinate with iGaming Ontario, the AGCO, or other authorities and agencies as required to prevent, stop, contain, mitigate, resolve, recover from, respond to and otherwise deal with the Cyber-Security Incident and associated security breach, incident or vulnerability, including by providing iGaming Ontario with ongoing status reports.

ARTICLE 7 POLICIES AND PROCEDURES

7.01 iGaming Ontario Policies

(1) The Operator confirms that it has received and reviewed a complete copy of iGaming Ontario's current policies and procedures, entitled iGaming Ontario Policies, which are in effect as of the date of this Agreement (such policies and procedures, together with all additional policies and procedures, and all amendments thereto, prescribed by iGaming Ontario from time to time in accordance with Section 7.01(2), collectively, the "iGaming Ontario Policies").

(2) Without limiting the Operator Group's obligations under Section 6.02(a), iGaming Ontario will have the right (but not the obligation) in accordance with the procedures set out in this Agreement and the iGaming Ontario Policies to prescribe in writing from time to time such additional policies and procedures, and to amend from time to time any then-existing iGaming Ontario Policies, in each case, relating to all or part of the Operator Obligations and the operation of the Operator Websites and Operator Offerings by the Operator Group during the Operating Period, as iGaming Ontario considers necessary or appropriate, acting in its sole discretion; provided, however, that iGaming Ontario shall consult with Registered Operators that have executed an operating agreement with iGaming Ontario, in each case in such manner and at such times as may be determined by iGaming Ontario in its sole discretion, in advance of implementing any additional policies and procedures or any amendments to the then-existing iGaming Ontario Policies provided that no such consultation, or lack thereof, shall limit iGaming Ontario's discretion with respect to the implementation of any such additional policies and procedures or any amendments to the then-existing iGaming Ontario Policies.

(3) iGaming Ontario will notify the Operator Group of any additional policies and procedures, or any amendments to any then-existing iGaming Ontario Policies, in each case, to be implemented pursuant to Section 7.01(2) by delivering to the Operator Group a copy of such additional policies and procedures or amendments, as applicable, together with written notice of the date on which the Operator Group will be required to commence compliance therewith, and the Operator Group will comply with such requirement. From and after the effective date thereof specified by iGaming Ontario, any such additional policies and procedures, or any amendment to any then-existing iGaming Ontario Policies, as applicable, implemented pursuant to Section 7.01(2) will be deemed to constitute an iGaming Ontario Policy.

ARTICLE 8 GROSS GAMING REVENUE SHARE

8.01 Operator Revenue Share

(1) Subject to the terms and conditions of this Agreement, the Operator will, solely during the Operating Period, as compensation for the services provided by the Operator Group hereunder, be entitled to receive a share of the Gross Gaming Revenue calculated in accordance with Schedule 8.01 (such share, the "**Operator Revenue Share**"). Except as expressly set forth in this Agreement in respect of Gross Gaming Revenue earned and accrued during the Operating Period, the Operator acknowledges and agrees that (i) it will not be entitled to receive the Operator Revenue Share or any other remuneration in connection with Eligible iGames prior to the commencement of the Operating Period or upon or following the expiration or termination of this Agreement and (ii) iGaming Ontario does not and will not provide any guarantees with respect to the quantum, if any, of Operator Revenue Share payable to the Operator during the Term of this Agreement.

(2) The Operator Revenue Share will be subject to adjustment as contemplated by this Agreement, including pursuant to Sections 8.02, 26.04 and Schedule 8.01.

(3) Subject to the terms and conditions of this Agreement, the Operator Group acknowledges and agrees that the Operator Revenue Share will be payable solely to the Operator in the manner and at the times specified on Schedule 8.01.

8.02 **Adjustment**

(1) Without limiting any other rights or remedies available to Gaming Ontario, if there has occurred any overpayment of the Operator Revenue Share to the Operator, then the Operator Revenue Share will be adjusted by setting off and deducting the amount of such overpayment from subsequent Operator Revenue Share Payments. If there are no subsequent Operator Revenue Share Payments or if such subsequent Operator Revenue Share Payments are insufficient to fully adjust the amount of such overpayment, then the Operator will pay the amount of such remaining difference to iGaming Ontario within 30 days following such determination by the electronic transfer of immediately available Canadian dollar funds to the iGaming Ontario Bank Account, or at such other time and upon such other terms as the Parties agree.

(2) If there has occurred any underpayment of the Operator Revenue Share by iGaming Ontario to the Operator under this Agreement, then the Operator Revenue Share will be adjusted by adding the amount of such underpayment to subsequent Operator Revenue Share Payments. If there are no subsequent Operator Revenue Share Payments, then iGaming Ontario will pay the amount of such remaining difference to the Operator within 30 days following such determination by the electronic transfer of immediately available funds to the Operator Bank Account.

(3) In addition, and without limiting any other rights or remedies available to iGaming Ontario, if any audit or inspection reveals an overpayment of the Operator Revenue Share in an amount equal to or greater than 10% of the Operator Revenue Share properly payable to the Operator during the relevant period, which overpayment was caused, directly or indirectly, by any error or misrepresentation in any reporting made by the Operator to iGaming Ontario pursuant to this Agreement, then the Operator will promptly reimburse iGaming Ontario for all reasonable and documented internal and external costs and expenses incurred by iGaming Ontario in connection with such audit or inspection. The parties acknowledge and agree that the foregoing adjustment and reimbursement obligation do not constitute damages and are not intended to be punitive in nature.

8.03 **Promotional Play and Eligible Deductions**

(1) As from time to time set forth in the iGaming Ontario Policies, iGaming Ontario may impose additional requirements or restrict forms and methods of Promotional Play in its sole and absolute discretion, which may include prohibitions and restrictions on the type, volume, amounts, permitted audience, format and rules associated with Promotional Play. Subject to the terms of this Agreement, the Operator Group shall comply with all restrictions and requirements relating to Promotional Play set forth in the iGaming Ontario Policies. Eligible Deductions shall be subject to annual limits and conditions as from time to time set forth in the iGaming Ontario Policies.

8.04 Tax Matters

(1) The Parties agree that the Operator shall collect the Operator Revenue Share and any other amounts payable by iGaming Ontario as principal for its own account with respect to the supply of Operator Obligations made by it and as agent for and on behalf of all other members of the Operator Group with respect to the supply of Operator Obligations made by each such member of the Operator Group. As an "issuer" as defined in section 188.1 of the *Excise Tax Act* (Canada), iGaming Ontario is not required to pay HST to the Operator on the Operator Revenue Share or other amounts payable by iGaming Ontario to the Operator by reason of the supplies made in respect of these payments being deemed not to be supplies for HST purposes.

(2) Except as expressly set out in the first sentence of Section 8.04(1), the Operator Group represents and warrants that throughout the Operating Period each member of the Operator Group is acting as principal (and not as agent, nominee, subcontractor or fiduciary of any other person) in providing the Operator Obligations and will beneficially be entitled to the Operator Revenue Share.

(3) iGaming Ontario is or will be registered for HST purposes under subdivision of Division V of Part IX of the *Excise Tax Act* (Canada) effective as of the date of this Agreement.

(4) iGaming Ontario is entitled to deduct or withhold from any payment (including the Operator Revenue Share) made by it under this Agreement any Tax or other amount that iGaming Ontario reasonably determines it is or may be required or permitted to deduct or withhold in accordance with Applicable Law ("**Withheld Taxes**") and iGaming Ontario will timely remit such Withheld Taxes to the appropriate Governmental Authority. All such Withheld Taxes will be treated as having been paid to the applicable recipient for purposes of this Agreement.

(5) The Operator Group will indemnify and save harmless each of the iGaming Ontario Indemnitees from and against any and all Taxes (and all related costs or liability) that may be imposed on any iGaming Ontario Indemnitee, whether correctly assessed or not, in relation to: (i) the Operator Revenue Share and any other amounts payable by iGaming Ontario pursuant to the terms of this Agreement; (ii) a failure of Operator Group to comply with its representations, warranties or obligations imposed pursuant to this Agreement; and (iii) any activities of the Operator Group in connection with this Agreement (including any actions of the Operator Group taken as agent for iGaming Ontario). The provisions of this Section 8.04 will survive the termination of this Agreement indefinitely.

(6) The parties will cooperate with each other to enable each to more accurately determine their respective Tax liabilities and to minimize such liabilities to the extent legally permissible. Each party will provide and make available to the other any information or documents that are reasonably requested by the other party and not confidential to the transmitting party. The Operator Group will produce documentation in a form acceptable to iGaming Ontario in respect of the Operator Obligations that will (i) separately identify the portion of any Operator Obligations (whether rendered directly by the Operator Group or indirectly through Subcontractors, agents, or other persons) that may be rendered in Canada and (ii) identify the amount of any fees or other amounts that are in respect of Operator Obligations described in clause (i) of this Section 8.04(6). The Operator shall not make, or permit any of its Affiliates to make, any payment to any person that would result in additional tax withholding obligations for iGaming Ontario under the Tax Act.

(7) In accordance with this Section 8.04(7) and the iGaming Ontario Policies, the Operator shall deliver a completed tax withholding questionnaire in the form set forth in the iGaming Ontario Policies certifying the information set forth therein with respect to the Operator as complete and accurate. Forthwith following any change in the residency status of the Operator, the Operator shall deliver a new questionnaire as required by this Section 8.04(7) along with any additional income tax withholding information as required by the iGaming Ontario Policies.

(8) If the Operator is entitled (including pursuant to the terms of any tax treaty or convention to which Canada is a party) to an exemption from or reduction of withholding tax with respect to any

payments under this Agreement (including, for greater certainty, any withholding tax with respect to any payments that are deemed to be made under the Tax Act as a result of any payments under this Agreement) then the Operator shall: (i) give notice thereof to iGaming Ontario and provide iGaming Ontario with a certificate (in the case of an exemption or reduction based on the terms of a tax treaty or convention, being on Canada Revenue Agency form NR301, NR302 or NR303, as applicable) certifying the Operator's entitlement to such exemption or reduction; (ii) deliver to the iGaming Ontario, at the time or times prescribed by Applicable Law or otherwise reasonably requested by iGaming Ontario, such properly completed and executed documentation prescribed by Applicable Law, as will permit such payments to be made without withholding or at a reduced rate of withholding; and (iii) if requested by the iGaming Ontario, shall deliver such other documentation and information prescribed by Applicable Law or reasonably requested by the iGaming Ontario as will enable iGaming Ontario to determine whether or not the Operator is subject to withholding or information reporting requirements and the extent of such requirements. If the Operator at any time becomes aware that any documentation or information previously provided to iGaming Ontario under this Section 8.04(8) is no longer accurate, or that any exemption from or reduction of withholding tax previously relied upon otherwise no longer applies, then the Operator shall give notice thereof to iGaming Ontario forthwith and in any event within 5 Business Days.

ARTICLE 9 RELATIONSHIP MANAGEMENT

9.01 Multi-Party Committees

During the Operating Period, iGaming Ontario shall establish from time to time any one or more committees (each, a "**Multi-Party Committee**") comprised of representatives of iGaming Ontario, a representative of the Operator Group, and such other members including representatives of regulatory bodies and other gaming industry participants, as iGaming Ontario may from time to time consider necessary or desirable to discuss and consider matters that relate to Eligible iGames conducted and managed by iGaming Ontario, including generally or otherwise, including the creation of new iGaming Ontario Policies or modifications or amendments to then existing iGaming Ontario Policies. In the event iGaming Ontario invites the Operator Group to participate in any such Multi-Party Committee, the Operator Group will designate a representative of the Operator Group who will attend and participate in meetings of any Multi-Party Committee at the invitation or direction of iGaming Ontario. A representative of iGaming Ontario will act as chair of all meetings of any Multi-Party Committee and will be responsible for (i) scheduling the meetings of such committee, (ii) setting the agenda for each meeting, and (iii) directing the meetings. Meetings of any Multi-Party Committee will take place in person, by teleconference, videoconference or by similar means of communication. The Multi-Party Committee is intended to facilitate regular and effective communication between the participants therein, but is advisory only.

ARTICLE 10 PERFORMANCE, FINANCIAL AND REGULATORY REPORTING

10.01 Financial Reporting

(1) The Operator will, at the Operator's expense, deliver to iGaming Ontario as soon as practicable and, in any event, within 120 days after the end of the Operator's fiscal year, the audited consolidated financial statements of the Operator Group, for such fiscal year (collectively, the "**Operator Annual Financial Statements**"), together with a report of the Operator Auditors on such Operator Annual Financial Statements.

(2) In respect of each Operating Year, the Operator will deliver to iGaming Ontario as soon as practicable and, in any event, within 30 days after the end of such Operating Year:

- (a) an unaudited schedule of Gross Gaming Revenue and a reconciliation of Gross Gaming Revenue against the Aggregate Operator Revenue Share for the applicable Operating Year of the Operator Group, organized by Operator Website.

(3) In respect of each Operating Year, the Operator will deliver to iGaming Ontario as soon as practicable and, in any event, within 45 days after the end of such Operating Year:

(a) an audited schedule of Gross Gaming Revenue and a reconciliation of Gross Gaming Revenue against the Aggregate Operator Revenue Share for the applicable Operating Year of the Operator Group, organized by Operator Website (including all related note disclosures) prepared by the Operator Auditors, together with a report of the Operator Auditors on the schedule of Gross Gaming Revenue, the format of which will be prescribed by iGaming Ontario.

(4) The Operator will appoint a firm of independent, internationally recognized professional accountants to be the auditors of the Operator Group (the “**Operator Auditors**”).

(5) Except as otherwise specifically provided in this Agreement, the Operator will cause all Operator Annual Financial Statements to be prepared in accordance with GAAP.

(6) If requested by iGaming Ontario from time to time to allow iGaming Ontario to comply with Applicable Law or to exercise its rights pursuant to Sections 11.02 or 11.03 the Operator will provide promptly to iGaming Ontario such information and documentation as may be necessary or advisable to substantiate, confirm or further explain the information and calculations that are included in any of the Operator Annual Financial Statements, and will provide promptly to iGaming Ontario such written clarifications of the information and analysis included in any of the Operator Annual Financial Statements or supplement any of the Operator Annual Financial Statements with additional information or analysis, in each case, as reasonably requested by iGaming Ontario.

(7) The Operator will, concurrently with the delivery to iGaming Ontario of the Operator Annual Financial Statements, deliver or cause to be delivered to iGaming Ontario a copy of the Operator’s report on key internal controls in respect of the Operator Group, and each Operator Website for the Operating Year to which such Operator Annual Financial Statement relate. The Operator will appoint a reputable and internationally recognized firm of independent, internationally recognized professional accountants to prepare such report, which may be the same professional accountants as the Operator Auditors. The report will be prepared using the most appropriate reporting standard, as determined by the accounting firm selected to prepare such report and in consultation with the Operator, from the following list: (i) the Canadian Standard on Assurance Engagements called Reporting on Controls at a Service Organization (CSAE 3416) of the Auditing and Assurance Standards Board; (ii) Service Organization Control, SOCSM 2 and SOCSM 3 engagements (SSAE 16) of the American Institute of Certified Public Accountants; and (iii) ISAE 3402 of The International Federation of Accountants. In the event that none of the foregoing standards are applicable to the Operator or the Operator Websites, then the applicable accounting firm will, after consultation with the Operator and iGaming Ontario determine and select an appropriate accounting standard to be used for the preparation of such report. Where the report described in this Section 10.01(7) is already prepared for a other requestor, the Operator may request in writing iGaming Ontario’s acceptance of such report in satisfaction of the requirements set out in this Section 10.01(7), which iGaming Ontario may provide in its sole and absolute discretion.

10.02 **Additional Financial and Other Reporting**

Without limiting any other provision of this Article 10, if iGaming Ontario determines that additional information is required to allow iGaming Ontario to meet its financial or other reporting obligations under Applicable Law or pursuant to the Crown’s obligations under the Revenue Agreement, including for greater certainty, information that iGaming Ontario deems necessary to assess and respond to potential or actual disputes or as may be required to comply with court orders to which iGaming Ontario is subject, then the Operator will, or will cause its auditors to, provide to iGaming Ontario and to iGaming Ontario’s auditors all such information as iGaming Ontario may require from time to time in connection therewith. The Operator will, and will cause its auditors and all Operator Personnel and Subcontractors to, at all times cooperate with and provide such assistance to iGaming Ontario and iGaming Ontario’s auditors as iGaming Ontario may require in order to facilitate such reporting, all in accordance with such timelines as may be prescribed

by iGaming Ontario from time to time. Notwithstanding any provision of this Agreement to the contrary, the Operator acknowledges and agrees that iGaming Ontario may from time to time in its sole and absolute discretion disclose publicly all or any part of such consolidated financial results of iGaming Ontario and all or any part of the consolidated financial statements of iGaming Ontario.

10.03 **Regulatory Reporting**

- (1) The Operator Group will deliver or cause to be delivered to iGaming Ontario:
 - (a) promptly upon the Operator Group becoming aware of same, a written report of any: (i) Monitoring Event; (ii) Suspension Event; (iii) Event of Default; or (iv) actual or suspected fraud, collusion, misappropriation, money-laundering, terrorist financing or similar conduct or activity relating to any member of the Operator Group or any Operator Website; and
 - (b) promptly after any filing or receipt thereof, copies of all reports, notices and other communications that the Operator Group from time to time files with or otherwise delivers to or receives from any Governmental Authority relating to an actual or alleged non-compliance by the Operator Group with any Applicable Law and/or any proposed or actual investigation, review or audit by or on behalf of any Governmental Authority to assess compliance by the Operator Group with any Applicable Law.

ARTICLE 11 INFORMATION; AUDIT AND INSPECTION

11.01 **Maintenance of Information**

(1) The Operator Group will maintain or cause to be maintained in accordance with Applicable Law and this Agreement proper, accurate and complete books of account and such other records, material, information and data (in any form or notation and however stored) as may be necessary or customarily prepared or maintained to reflect the provisions of the Operator Obligations, including the operation of the Operator Websites and the Operator Offering therein, and to allow and facilitate the purposes of the rights of inspection and audit contemplated by this Agreement (collectively, the "**Agreement Records**").

(2) Except as otherwise specifically provided in this Agreement, and to the extent applicable, the Operator Group will maintain or cause to be maintained all Agreement Records in accordance with GAAP and in a manner that allows the ready extraction therefrom of financial statements and other information pertaining to each Operator Website.

(3) The Agreement Records will be maintained at the Operator Head Office of each member of the Operator Group or such other location (including cloud-based systems) as may be designated by the Operator to iGaming Ontario in writing. Unless otherwise directed in writing by iGaming Ontario, the Operator Group will maintain or cause to be maintained all Agreement Records until the latest of (i) the date that is 7 years after the date on which the relevant item or the relevant document is generated; (ii) the date on which all Disputes, Claims and other matters relating to this Agreement are resolved; and (iii) such later date as necessary to comply with Applicable Law; provided, however, that the Operator Group will not be required to retain Personal Information longer than the time contemplated by applicable Privacy Law.

11.02 **Audit and Inspection**

(1) iGaming Ontario and any authorized representatives (including an independent firm selected by iGaming Ontario with expertise in the performance of such audits) designated by iGaming Ontario will have the right to audit and inspect from time to time during the Term and for the period of 7 years thereafter all Agreement Records, and all other books of account and other records, material, information and data (financial or otherwise, and in any form or notation and however stored) in the possession or under the control of the Operator Group or that are otherwise reasonably available to the

Operator or any member of the Operator Group, wherever located. Except as provided for in Section 19.01, such audit rights shall not be exercised by iGaming Ontario more than once per calendar year.

(2) iGaming Ontario will provide at least 30 days prior written notice to the Operator Group of any planned audit or inspection to be conducted by iGaming Ontario or any authorized representatives pursuant to Section 11.02(1).

(3) Subject to the provisions of Article 13, iGaming Ontario and any authorized representatives designated by iGaming Ontario will have all rights and authority necessary or incidental to conducting any audit or inspection pursuant to this Agreement, including the right to make copies of and take extracts from any Agreement Records and any and all other books of account and other records material, information and data (financial or otherwise, and in any form or notation and however stored) provided or made available to it pursuant to this Article 11. iGaming Ontario will use its commercially reasonable efforts to ensure that any audit or inspection conducted pursuant to this Article 11 will not unreasonably interfere with the Operator Group's ability to perform the Operator Obligations or the operation of the Operator Website.

(4) The Operator Group will, and will cause all Operator Personnel and Subcontractors to, at all times cooperate with and provide such assistance to iGaming Ontario and any authorized representatives designated by iGaming Ontario as they reasonably require in order to exercise and carry out the rights set out in this Article 11.

(5) iGaming Ontario will have the right to audit and inspect all aspects of the Operator Group's cyber security regime including (i) development processes, procedures, practices, and methodologies; and (ii) evidence from development and assessment activities providing grounds for confidence that (a) the Operator Group has complied with all Applicable Laws and this Agreement, (b) the required security functionality has been implemented, and (c) the required security strength has been achieved. iGaming Ontario may use independent third-parties or iGaming Ontario personnel to conduct assessments of systems, components, products, tools, and services to uncover unintentional vulnerabilities and intentional vulnerabilities prior to the Operating Period and as needed, in iGaming Ontario's discretion, during the Term. The Operator Group will, at its expense, provide iGaming Ontario or its auditors prompt access to the Operator Group's premises, documents, records, and personnel as required for any such audit, and will ensure that the iGaming Ontario or its auditors may conduct similar audits of any of the Operator Subcontractors. If any such audit reveals any breach of any of the foregoing cyber security requirements, the Operator Group will reimburse iGaming Ontario for all internal and external costs of such audit, and iGaming Ontario will be entitled to any other remedy available to it, whether under this Agreement or in accordance with Applicable Law.

11.03 **Additional Regulatory Requirements**

(1) Without limiting the generality of any other provision of this Agreement, the Operator Group will, promptly following iGaming Ontario's request, cooperate with and assist iGaming Ontario to enable iGaming Ontario to comply with Applicable Law and to meet the requirements of and its obligations to Governmental Authorities that have jurisdiction over iGaming Ontario, including, for clarity, compliance with iGaming Ontario's obligations under the *Accessibility for Ontarians with Disabilities Act, 2005*, records retention legislation and directives, the Crown's obligations under the Revenue Agreement and court orders to which iGaming Ontario is subject. However, in each case, subject to the terms of this Agreement, the Operator Group will not be responsible for ensuring that iGaming Ontario is able to so comply. Without limiting any other provision of this Agreement, such assistance and cooperation will include:

- (a) to enable compliance by iGaming Ontario with the requirements of Gaming Control Legislation, including Section 23(1) of the iGaming Ontario Act, and of any Governmental Authorities having jurisdiction over iGaming Ontario the Operator providing promptly to iGaming Ontario upon iGaming Ontario's request (or within the time or with such frequency as prescribed from time to time by the Gaming Control Legislation) all reports, accounts, records, material, information, data and documents (including the Agreement Records) that are in the possession or under the control of any member of the Operator Group in respect

of the operation of the Operator Websites and making reasonably available to iGaming Ontario relevant Operator Personnel; and

- (b) if and to the extent authorized by iGaming Ontario, each Governmental Authority having jurisdiction over iGaming Ontario will be entitled to act as iGaming Ontario's authorized representative, or to otherwise accompany iGaming Ontario and any authorized representatives designated by iGaming Ontario, in the exercise of and in carrying out any rights of audit and inspection in this Agreement.

Unless otherwise agreed in writing between iGaming Ontario and the Operator, the cooperation and assistance required pursuant to this Section 11.03 will be provided by the Operator Group without compensation by iGaming Ontario.

11.04 **No Duty to Audit or Inspect; No Limitation of Rights or Remedies**

(1) Notwithstanding iGaming Ontario's rights contained in this Agreement, iGaming Ontario will not have any duty or obligation to the Operator Group or to any other person to conduct or cause to be conducted any audit, inspection or monitoring, and will not incur any liability or obligation whatsoever (i) for not conducting or causing to be conducted any audit, inspection or monitoring (ii) for not conducting or causing to be conducted the same carefully, completely or properly or (iii) for not addressing or otherwise acting upon any matters or information resulting from or identified during any such audit, inspection or monitoring. The fact that any audit, inspection or monitoring may not have been conducted or caused to be conducted by iGaming Ontario or any of its representatives will not relieve the Operator Group of any of its obligations, covenants, agreements or liability under this Agreement.

(2) Nothing in this Article 11 will limit any of iGaming Ontario's rights and remedies with respect to any circumstances, failures or other events upon which iGaming Ontario may rely as a basis for iGaming Ontario's increased monitoring, suspension or termination of this Agreement in accordance with its terms or any other recourse or remedy available to iGaming Ontario whatsoever.

ARTICLE 12 INTELLECTUAL PROPERTY; GAMING DATA

12.01 **iGaming Ontario Intellectual Property**

(1) All Intellectual Property developed or acquired, whether in whole or in part, by or on behalf of iGaming Ontario, or any iGaming Ontario employee, representative, or any person engaged by iGaming Ontario, during the Term, and all Intellectual Property owned by iGaming Ontario prior to the date hereof (collectively, the "**iGaming Ontario Intellectual Property**") is, will be and will remain the sole and exclusive property of iGaming Ontario. The Operator Group agrees, now and hereafter, not to challenge the ownership or validity of any iGaming Ontario Intellectual Property.

(2) iGaming Ontario hereby grants to the Operator Group a limited, revocable, royalty-free, non-transferable, non-sublicensable, non-exclusive right and license to use the iGaming Ontario Intellectual Property as necessary for the operation of the Operator Website in Ontario for Players, the performance of the Operator's obligations and the Operator Group's other obligations under this Agreement during the Term, and for no other purpose.

12.02 **Operator Intellectual Property**

(1) All Intellectual Property developed or acquired by or on behalf of the Operator Group, or any Operator Personnel, during the Term, and all Intellectual Property owned or acquired by the Operator prior to the date hereof, other than iGaming Ontario Intellectual Property (collectively, the "**Operator Intellectual Property**") will be and will remain the sole and exclusive property of the Operator Group.

(2) The Operator Group hereby grants to iGaming Ontario a royalty-free, non-transferable, non-exclusive right and license to use the Operator Intellectual Property as necessary for iGaming Ontario to exercise its rights and perform its obligations under this Agreement during the Term, and for no other purpose.

(3) If the Operator Group and iGaming Ontario together intend to contribute to the development or acquisition of specific Intellectual Property during the Term, the Operator and iGaming Ontario will enter into a written agreement, prior to the development or acquisition of such Intellectual Property, stipulating which party or parties will own such Intellectual Property, and whether such Intellectual Property will be licensed, if at all. If the Operator Group and iGaming Ontario nevertheless so develop or acquire such Intellectual Property without entering into a written agreement, iGaming Ontario shall be the exclusive owner of same.

12.03 Trade-Marks

(1) The Operator Group may (and to the extent required by the iGaming Ontario Policies, shall) use the licensed trade-marks of iGaming Ontario listed in Schedule 12.03, during the Term, in the advertisement or promotion of the Operator's Offerings, provided that such use is in accordance with the terms of this Agreement; provided, however, that the Operator Group will not use any of the licensed trade-marks of iGaming Ontario following notice from iGaming Ontario to cease doing so. In respect of any such use the Operator Group shall upon request, provide samples of proposed and actual Marketing and Advertising materials that include any iGaming Ontario trade-marks including without limitation any signage, commercial, trade, advertising, or web-based materials, to iGaming Ontario and shall amend such materials in accordance with the reasonable requirements of iGaming Ontario, for the purpose of ensuring compliance with the terms of this Agreement.

(2) Without limiting the generality of Section 12.03(1), the Operator Group shall use the iGaming Ontario logo and other prescribed trade-marks on the Operator Websites and in prescribed Marketing and Advertising materials as required by and in accordance with iGaming Ontario Policies and the branding and style guidelines set forth therein.

(3) iGaming Ontario may (and to the extent required by the iGaming Ontario Policies, shall) use the licensed trade-marks of the Operator Group, during the Term, in the advertisement or promotion of Eligible iGames or Operator Websites provided that such use is in accordance with the terms of this Agreement.

(4) When using a licensed trade-mark, each party will comply with such style guidelines as shall be provided by the other party with respect to the display and reproduction of the licensed trade-marks, and will, in such a manner as the other party may direct, clearly indicate that such licensed trade-mark is owned by the other party and used with permission. For the avoidance of doubt, no party shall use the other's trade marks other than in accordance with the other party's style guidelines. Use of any licensed trade-marks by either party will at all times conform with Applicable Law.

(5) Neither party will, directly or indirectly, advertise, exploit, promote or otherwise deal with any of the licensed trade-marks of the other party in any manner that might adversely affect the goodwill attaching to and symbolized by such trade-marks or otherwise than in accordance with style guidelines established by the other party from time to time. Neither party will use, apply for, or register any mark, word, design, logo, trade-mark or trade name that is confusing with any of the licensed trade-marks of the other party.

(6) The Operator Group shall not make any use of the iGaming Ontario Intellectual Property that could cause reputational harm to iGaming Ontario or the Province of Ontario.

(7) All use of the licensed trade-marks by a party, including all goodwill associated therewith, will enure to the benefit of the trade-mark owner thereof.

12.04 **Gaming Data**

(1) During the Term, the Operator Group will, in connection with the operation of the Operator Websites, the Operator Offerings and the performance of the Operator Obligations, generate, capture, organize and transmit to iGaming Ontario in the form, manner and at the times required by iGaming Ontario, all Gaming Data. Without limiting any other provision of this Agreement, the Operator Group acknowledges and agrees that the provisions of Section 13.06 will apply in respect of the Gaming Data.

(2) The Gaming Data will at all times be the property of the Operator Group, however, the use and processing of the Gaming Data by the Operator Group will be subject to iGaming Ontario's control and the terms of this Agreement. The Operator Group agrees, now and hereafter, not to challenge or object to iGaming Ontario fully exercising its exclusive and unfettered control rights in the Gaming Data. Subject to Applicable Law and FIPPA, the Operator Group will not use or process or permit the use or processing of Gaming Data for any purpose other than in connection with (a) the operation of the Operator Websites, the Operator's Offerings and the performance of the Operator Obligations and (b) the operation of any other internet gaming sites of any member of the Operator Group, provided that, in each case, the Operator Group has obtained consent from Players and other persons from whom Gaming Data has been obtained, as applicable, in a manner and form required by Applicable Law, including Privacy Law and FIPPA, and as pre-approved in writing by iGaming Ontario. Without limiting the foregoing, the Operator Group shall not use or process Gaming Data for activities prescribed by iGaming Ontario in its sole and absolute discretion as prohibited from time to time, including but not limited to (i) the sale of any forms of Gaming Data to any third party without the express written prior approval of iGaming Ontario to be provided at iGaming Ontario's sole and absolute discretion; and (ii) any activity relating to the Gaming Data by the Operator Group that could cause reputational harm to iGaming Ontario or the Province of Ontario. If any Gaming Data is used or processed or permitted to be used or processed in violation of this Agreement, iGaming Ontario may, without limiting any other rights or remedies available to it, suspend any or all members of the Operator Group's right to perform all or any part of the Operator Obligations in respect of all or any one or more of the Operator Websites in accordance with Section 19.02 or terminate this Agreement in accordance with Section 20.01.

(3) The Operator Group agrees to make available or provide, or cause to be made available and provided, all Gaming Data generated during the Term to iGaming Ontario at such frequencies, through the method and in such form and format as may be specified from time to time by the iGaming Ontario Policies or in such alternative machine-readable format or other form as iGaming Ontario consents to in writing. The Operator Group agrees upon the request of iGaming Ontario from time to time, at the expense of the Operator, to obtain, in a form acceptable to iGaming Ontario, appropriate assignments and waivers of moral rights from any authors or owners of the Gaming Data if iGaming Ontario determines that such assignments and waivers are necessary or advisable.

(4) The Operator Group will not disclose, share or otherwise make available to any other person for any purpose whatsoever all or any part of the Gaming Data without the prior written consent of iGaming Ontario, which consent may be withheld or conditioned in the sole and absolute discretion of iGaming Ontario, subject to compliance with Applicable Law and FIPPA.

(5) Without in any way limiting the information to be provided by the Operator to iGaming Ontario under this Agreement, the Operator shall provide iGaming Ontario with Market Insight Data as reasonably requested by iGaming Ontario from time to time.

12.05 **Information Technology**

(1) Throughout the Term, the Operator Groups' Cyber Equipment, Cyber Assets and Operator Websites must meet iGaming Ontario prescribed information technology internationally recognized best practices set forth in the iGaming Ontario Policies. The Operator acknowledges that iGaming Ontario may update or revise the information technology best practices set forth in the iGaming Ontario Policies from time to time. When iGaming Ontario provides the Operator Group with notification of updates to the information technology best practices set forth in the iGaming Ontario Policies, the Operator Group shall

update, as applicable, its Cyber Equipment and Cyber Assets to ensure compliance within a commercially reasonable timeframe.

(2) The Operator shall, in accordance with the iGaming Ontario Policies, ensure Operator Personnel have completed position-appropriate information technology training to ensure they understand the contents of iGaming Ontario prescribed information technology internationally recognized standards and are trained to implement them.

12.06 General Rights

(1) Each party will reproduce intellectual property related legends that appear on any portion of the Intellectual Property or on copies or materials embodying the Intellectual Property that may be owned by the other party or third parties.

(2) Each party will cooperate reasonably with and reasonably assist the other party in connection with the investigation or pursuit of a party in enforcing or investigating violations of the Intellectual Property rights of such party with regard to the Intellectual Property that is owned by such party.

(3) Each party will execute any documents or take any other actions as may reasonably be necessary, or as the other party may reasonably request, to perfect such other party's ownership of, as applicable, any iGaming Ontario Intellectual Property or Operator Intellectual Property.

(4) Nothing in this Agreement will restrict a party from using the generic data processing or business process ideas, concepts, or know-how developed by or disclosed to a party in connection with this Agreement and inadvertently retained in the unaided memory of the receiving party's employees and representative (and not intentionally memorized for the purpose of later recording or use) who have rightful access to such information under the terms of this Agreement, provided that such use does not infringe or misappropriate the Intellectual Property rights of a party or breach any confidentiality obligations or other obligations under this Agreement.

(5) Except as expressly provided in this Agreement, nothing in this Agreement will be deemed to grant to one party, by implication, estoppel or otherwise, license rights, ownership rights or any other Intellectual Property rights in any Intellectual Property owned by the other party.

ARTICLE 13 CONFIDENTIALITY

13.01 Confidential Information

(1) For the purposes of this Agreement, "**Confidential Information**" includes any and all information of a party or its Affiliates that has been or may hereafter be disclosed in any form, whether in writing, orally, electronically or otherwise, or otherwise made available by observation, inspection or otherwise by either party or its representatives (collectively, a "**Disclosing Party**") to the other party or its representatives (collectively, a "**Receiving Party**") or that has been jointly or cooperatively developed by the parties or their Affiliates in connection with the performance of their respective obligations under this Agreement, including:

- (a) all information concerning the business and affairs, properties, assets, liabilities, prospects and plans of or relating to the Disclosing Party (including historical and current financial statements, financial projections and budgets, Tax returns and accountants' materials, historical, current and projected sales, capital spending budgets and plans, business plans, strategic plans, marketing and advertising plans, publications, client and customer lists and files, contracts, and the terms and conditions of this Agreement, in each case, however documented), and all information obtained from any review of the Disclosing Party's documents or property or discussions with the Disclosing Party regardless of the form of

the communication;

- (b) all Intellectual Property and information concerning specifications, data, know-how, formulae, compositions, processes, designs, sketches, photographs, graphs, drawings, samples, inventions and ideas, past, current and planned research and development, current and planned business and operational methods and processes, customer lists, current and anticipated customer requirements, price lists, market studies, business plans, computer hardware, computer software and database technology, systems, structures and architectures;
- (c) all information that is a trade secret under applicable trade secret laws or other Applicable Law;
- (d) all facts, information, documents and submissions provided to or otherwise received by or on behalf of a party in the course of or otherwise in connection with the Dispute Resolution Procedure, including the occurrence of any such Dispute Resolution Procedure and any resolution, decision or award in connection therewith; and
- (e) all notes, analyses, compilations, studies, summaries and other material prepared by the Receiving Party to the extent containing or based upon, in whole or in part, any information included in the foregoing;

provided, however, that "Confidential Information" does not include any of the foregoing that is:

- (i) publicly available when it is received by or becomes known to the Receiving Party or that subsequently becomes publicly available other than through direct or indirect act or omission of the Receiving Party, but only after it becomes publicly available;
- (ii) established by evidence to have been already known to the Receiving Party at the time of its disclosure to the Receiving Party and is not known by the Receiving Party to be the subject of an obligation of confidence of any kind;
- (iii) independently developed or obtained by the Receiving Party without any use of or reference to the Confidential Information of the Disclosing Party as established by evidence that would be acceptable to a court of competent jurisdiction; or
- (iv) received by the Receiving Party in good faith without an obligation of confidence of any kind from a third party who the Receiving Party had no reason to believe was not lawfully in possession of such information free of any obligation of confidence of any kind, but only until the Receiving Party subsequently comes to have reason to believe that such information was subject to an obligation of confidence of any kind when originally received.

(2) Notwithstanding the provisions of Section 13.01(1), the Gaming Data will be deemed to be the Confidential Information of iGaming Ontario regardless of whether such information originates from or is otherwise disclosed by the Operator Group or is jointly developed by iGaming Ontario and the Operator Group.

13.02 **Confidentiality Covenant**

Each Receiving Party acknowledges the confidential and proprietary nature of the Confidential Information of the Disclosing Party and agrees that such Confidential Information:

- (a) will be kept confidential and secure by the Receiving Party;
- (b) will not be used or reproduced by the Receiving Party for any reason or purpose, except

as and to the extent expressly permitted in this Agreement or as may be reasonably necessary for the exercise and carrying out of its rights or the performance of its obligations under this Agreement; and

- (c) will not be disclosed, transferred or otherwise made available by the Receiving Party, except as and to the extent expressly permitted in this Agreement or with the prior written consent of the Disclosing Party, which consent may be withheld or conditioned in the sole and absolute discretion of the Disclosing Party.

13.03 **Permitted Disclosures by the Operator**

Notwithstanding any other provision of this Article 13 to the contrary, the Operator is entitled to disclose iGaming Ontario's Confidential Information:

- (a) on a confidential basis to Operator Personnel, Subcontractors and other members of the Operator Group, if and to the extent that such persons need to know such Confidential Information in connection with the performance of this Agreement; and
- (b) on a confidential basis to its accountants, internal and external auditors, legal counsel, actual or proposed institutional lenders, and other professional advisors, in each case, if and to the extent that such persons need to know such Confidential Information in order to provide the applicable professional advisory or financing services relating to the Operator Group's business,

provided, however, that in connection with any such disclosure described in this Section 13.03, the Operator will (i) advise such persons of the confidential nature of such Confidential Information, (ii) use commercially reasonable efforts to cause such persons to maintain the confidentiality of such Confidential Information, and (iii) in circumstances where such Confidential Information is disclosed to the Operator Group's proposed institutional lenders, use commercially reasonable efforts to cause such persons to return or destroy such Confidential Information if the applicable member of the Operator Group does not enter into financing arrangements with such persons.

13.04 **Permitted Disclosures by iGaming Ontario**

Notwithstanding any other provision of this Article 13 to the contrary, iGaming Ontario is entitled to disclose the Operator Group's Confidential Information:

- (a) on a confidential basis to any iGaming Ontario employee, agent, consultant or representative or any other person engaged by iGaming Ontario if and to the extent that such persons need to know such Confidential Information in connection with their duties and obligations;
- (b) on a confidential basis to its accountants, internal and external auditors, legal counsel, and other professional advisors if and to the extent that such persons need to know such Confidential Information in order to provide the applicable professional advisory services to iGaming Ontario; and
- (c) subject to Applicable Law, that is proprietary to iGaming Ontario under the terms of this Agreement, to any person iGaming Ontario may see fit, provided that such information disclosed does not include any Confidential Information of the Operator Group that would be exempt from disclosure, including under section 17(1) of FIPPA;

provided, however, that in connection with any such disclosure described in this Section 13.04, iGaming Ontario will (i) advise such persons of the confidential nature of such Confidential Information and (ii) use

commercially reasonable efforts to cause such persons to maintain the confidentiality of such Confidential Information.

13.05 **Compelled Disclosure**

Subject to Section 13.07 and 13.09, if a Receiving Party or any other person to whom it has disclosed Confidential Information in accordance with this Agreement is required by Applicable Law or legal process to disclose any Confidential Information, the Receiving Party may make such disclosure but must first, except in the case of disclosure to the AGCO, provide the Disclosing Party with prompt notice of such request or requirement, unless notice is prohibited by law, in order to enable the Disclosing Party to seek an appropriate protective order or other remedy or to waive compliance with the terms of this Agreement or both. The Receiving Party will not oppose, and will provide reasonable assistance to the Disclosing Party in connection with, any action by the Disclosing Party to seek such a protective order or other remedy. The Receiving Party will support a request for standing by the Disclosing Party for standing to seek such order or remedy. If, failing the obtaining of a protective order or other remedy by the Disclosing Party, such disclosure is required, the Receiving Party will use its commercially reasonable efforts to ensure that the disclosure will be made in a manner that minimizes the extent of disclosure (for example, redactions of non-relevant information). Each party acknowledges and agrees that Applicable Law may require disclosure of Confidential Information.

13.06 **Freedom of Information and Protection of Privacy**

(1) Without limiting the generality of Section 13.05, the Operator Group acknowledges and agrees that the *Freedom of Information and Protection of Privacy Act* (Ontario) (“**FIPPA**”) applies to, among other persons, iGaming Ontario, the Crown and the Governmental Authorities having jurisdiction over iGaming Ontario, and each of them is required to comply fully with FIPPA, including with respect to Personal Information in their custody or control. The Operator Group acknowledges and agrees that there will be records (“**iGaming Ontario Records**”) and Personal Information (“**iGaming Ontario Personal Information**”) in the Operator Group’s custody that is under iGaming Ontario’s control, including all Gaming Data. The Operator Group acknowledges and agrees that iGaming Ontario may be required to disclose iGaming Ontario Records or iGaming Ontario Personal Information in connection with a request under FIPPA. The Operator Group further acknowledges and agrees that on behalf of and as agent for iGaming Ontario pursuant to Section 2.01(2) the iGaming Ontario Personal Information collected by the Operator Group pursuant to this Agreement including any such information contained in the Gaming Data, is under iGaming Ontario’s control and subject to FIPPA and the Operator Group agrees that all such Personal Information shall be collected, used, disclosed and retained in accordance with FIPPA. For clarity, and without limiting the foregoing, any Personal Information in the Gaming Data is iGaming Ontario Personal Information. Without limiting the generality of the foregoing, the Operator Group will and will ensure that Subcontractors will, at all times during and after the Term:

- (a) ensure that its collection, use, disclosure, retention and/or disposal of iGaming Ontario Personal Information is in accordance with Part III of FIPPA;
- (b) conduct directly or through iGaming Ontario, privacy impact assessments (a copy of which will be promptly delivered by the Operator Group to iGaming Ontario) prior to commencing projects or initiatives involving iGaming Ontario Personal Information;
- (c) conduct appropriate employee privacy training;
- (d) cooperate with iGaming Ontario in responding to freedom of information requests relating to iGaming Ontario Records pursuant to Part II of FIPPA, including, upon written request from iGaming Ontario, promptly providing iGaming Ontario with access to iGaming Ontario Records so as to permit iGaming Ontario to respond to freedom of information requests within the time periods provided in FIPPA or as may be otherwise reasonably required by iGaming Ontario;

- (e) cooperate with iGaming Ontario in responding to requests from individuals for access to iGaming Ontario Personal Information as it relates to them, including promptly providing iGaming Ontario with access to iGaming Ontario Personal Information so as to permit iGaming Ontario to respond to such requests within the time periods set forth in FIPPA or as may be otherwise reasonably required by iGaming Ontario;
- (f) store all iGaming Ontario Records and iGaming Ontario Personal Information at either the same location as the Agreement Records or such other location designated in writing by the Operator to iGaming Ontario;
- (g) maintain, follow enforce, review and update, electronic, physical and organizational security procedures, measures and controls, including internal security and back-up procedures, sufficient to protect against loss, destruction, unauthorized or unlawful access or modification to or use of, or unauthorized or unlawful disclosure of any iGaming Ontario Records or iGaming Ontario Personal Information, and to ensure compliance with the applicable iGaming Ontario Policies;
- (h) notify iGaming Ontario without delay, and in any event within 24 hours, upon becoming aware of any Operator Information Security Incident, and (i) take appropriate steps to contain, investigate and remediate the Operator Information Security Incident, (ii) provide iGaming Ontario with all reasonable and necessary information on an ongoing basis and as it becomes available, to allow iGaming Ontario to assess the Operator Information Security Incident and meet its obligations under Applicable Law, and (iii) not disclose the existence of the Operator Information Security Incident to any third party other than the Operator Group's insurer and service providers assisting with the containment, investigation or remediation of the Operator Information Security Incident without iGaming Ontario's consent except as may be required by Applicable Law; and
- (i) subject to Section 12.04 and Applicable Law, retain for such periods of time and to dispose of iGaming Ontario Records as and when prescribed by iGaming Ontario, provided that, whenever the Operator Group disposes of any iGaming Ontario Records or iGaming Ontario Personal Information the Operator Group will in every case destroy such iGaming Ontario Records or iGaming Ontario Personal Information, as applicable, in a secure way such that such iGaming Ontario Records or iGaming Ontario Personal Information cannot be reconstructed or retrieved; and Operator Group will certify in writing to iGaming Ontario that it has done so.

For clarity, and notwithstanding any provision of this Agreement to the contrary, the Operator Group will observe and comply with all of the obligations, covenants and agreements of the Operator Group in this Section 13.06(1) both during the Term and at all times following any termination or expiry of this Agreement.

(2) Gaming Ontario recognizes that in certain limited circumstances, it will be necessary for the Operator Group in the course of fulfilling its obligations to iGaming Ontario, to provide its agents, partners or independent contractors with access to iGaming Ontario Records or iGaming Ontario Personal Information. In such circumstances, the Operator Group will ensure that any such third parties fully comply with the same obligations that the Operator Group has to iGaming Ontario with respect to these records and personal information.

(3) Nothing in this section diminishes the Operator Group's or iGaming Ontario's rights or obligations under PIPEDA or other Applicable Laws relating to privacy of personal information.

13.07 **Disclosure of Transaction**

Except as otherwise provided in this Section 13.07, but notwithstanding any other provision of this Agreement to the contrary, the Operator Group acknowledges and agrees that iGaming Ontario is entitled

to disclose or publish (including on websites) this Agreement and any or all terms hereof, in each case, as iGaming Ontario, in its sole and absolute discretion, may consider appropriate. In exercising its discretion, iGaming Ontario will be guided by the principles set out in this Section 13.07. iGaming Ontario will not disclose portions of this Agreement or any terms hereof that would be exempt from disclosure under FIPPA, including under section 17(1) thereof; provided, however, that, notwithstanding the foregoing, but subject to Section 13.08, where, in the opinion of iGaming Ontario, acting reasonably, a compelling public interest in the disclosure of the information clearly outweighs the public interest in limiting the disclosure of the information supplied by the Operator Group, iGaming Ontario may disclose such information. Without limiting the foregoing, iGaming Ontario is entitled to disclose and publish (including on websites) the names of the members of the Operator Group.

13.08 **Redaction**

Prior to disclosing or publishing this Agreement or any terms hereof, iGaming Ontario will provide to the Operator Group a redacted version of this Agreement or other documents or information to be disclosed or published, or any terms hereof or thereof, on the basis that the information so redacted constitutes information that would be exempt from disclosure, including under section 17() of FIPPA (such information, "FIPPA Exempt Disclosure").

13.09 **Disclosure to Government**

(1) The Operator Group acknowledges and agrees that iGaming Ontario will be free to disclose any information, including Confidential Information, to any Governmental Authority that has jurisdiction over iGaming Ontario or the Operator Group to the extent that such Governmental Authority has or performs legislative, judicial, regulatory, administrative or other functions within its jurisdiction.

(2) For clarity, the parties acknowledge and agree that, subject only to the removal of any information that the parties are (or would be) entitled to refuse to disclose, including pursuant to section 17(1) of FIPPA, this Agreement, any contractual submissions or other records kept in connection with the transactions contemplated by this Agreement and information related to the performance of the Operator Group or any information derived from this Agreement or the information related to the performance of the Operator Group are public documents and information and, as such, may be disclosed by each such Governmental Authority to which information is provided pursuant to Section 13.09(1).

13.10 **Return or Destruction of Confidential Information**

Subject to Applicable Law, upon any expiration or termination of this Agreement, and at any other time upon written request by the Disclosing Party, the Receiving Party will return to the Disclosing Party all applicable Confidential Information (including all documentation in any medium to the extent it contains, refers to, or relates to the Confidential Information) of the Disclosing Party then in its possession or control, in whatever form, or, in the case of a written request by the Disclosing Party, the Confidential Information specified in such request as then in the Receiving Party's possession or control, in whatever form, in any case within 30 days (except Agreement Records, which will be retained by the Operator Group in accordance with Article 11 unless and to the extent the Operator Group is directed by iGaming Ontario to deliver such Agreement Records to iGaming Ontario prior to the period set out in Section 11.01(3)). In addition, subject to Applicable Law, the Receiving Party also will deliver to the Disclosing Party or, if requested by the Disclosing Party, will delete or destroy, any copies, duplicates, summaries, abstracts or other representations of any such Confidential Information or any part thereof, in whatever form, then in the possession or control of the Receiving Party. Notwithstanding the foregoing: (a) the Operator Group and its legal or financial advisors may retain a reasonable number of copies of iGaming Ontario Confidential Information for archival purposes, as required pursuant to Applicable Law, or to the extent otherwise permitted under this Agreement; provided, however, that any subsequent disclosure of such archived data will comply with this Article 13 and (b) iGaming Ontario and its legal or financial advisors may retain copies of Operator Confidential Information to the extent required by Applicable Law, to the extent otherwise permitted under this Agreement and for legal archival purposes; provided, however, that any subsequent disclosure of such archived data will comply with this Article 13. Each party will deliver to the other party on

its request a written certification of its compliance with this Section 13.10 signed by an authorized representative of such party.

13.11 **Other Disclosure Considerations**

(1) The parties will be free to publicly disclose Confidential Information contained in any materials that have previously been approved for public disclosure by the other party, without further approvals from the other party under this Agreement, to the extent there have been no additions or changes thereto.

(2) The Operator Group hereby irrevocably authorizes and consents to the disclosure by any Governmental Authority wherever situated to iGaming Ontario, any other Governmental Authority or both of any and all information relating to any member of the Operator Group or that was provided to such Governmental Authority by or on behalf of any member of the Operator Group.

(3) Notwithstanding anything in this Agreement to the contrary iGaming Ontario shall be permitted to share and disclose anonymized Player information, Gaming Data, and Operator information, which may include Confidential Information, with qualified researchers for the purposes of advancing research relating to responsible gambling and problem gambling. iGaming Ontario shall share and disclose such information in a manner that protects the confidentiality of any Confidential Information.

13.12 **Privacy Policy**

(1) The Operator Group will develop a privacy policy that describes how Personal Information is collected, used and disclosed in connection with the Operator Offerings ("**Privacy Policy**"). The Operator Group will ensure that the Privacy Policy: (i) is readily accessible to all individuals before or at the time that Personal Information is collected in connection with the Operator Offerings; (ii) complies with all applicable Privacy Laws; and (iii) clearly discloses that iGaming Ontario Personal Information collected by the Operator Group in connection with the Operator Offerings is collected by the Operator Group on behalf of and as agent for iGaming Ontario. At least 15 days prior to posting the Privacy Policy or any material amendments thereto, the Operator Group shall provide iGaming Ontario with a copy of the draft Privacy Policy for iGaming Ontario's review and approval. The Operator Group shall implement all changes reasonably requested by iGaming Ontario prior to publication.

ARTICLE 14 AML

14.01 **AML**

(1) Subject to the terms and conditions of this Agreement, the Operator shall adhere to and comply with the AML requirements as set forth in the iGaming Ontario Policies and any other AML-related requirements prescribed in writing by iGaming Ontario. No audit, inspection or review of the Operator's compliance with the AML requirements set forth in the iGaming Ontario Policies by iGaming Ontario or any of its representatives, nor the provision of any comments thereon by iGaming Ontario or any of its representatives, shall in any way reduce, release or limit the responsibility, obligations, covenants, agreements or liabilities of the Operator Group with respect to the AML requirements set forth in the iGaming Ontario Policies or under Applicable Law.

ARTICLE 15 MARKETING AND ADVERTISING

15.01 **Marketing and Advertising Restrictions**

(1) As from time to time set forth in the iGaming Ontario Policies, iGaming Ontario may restrict forms and methods of Marketing and Advertising in its sole and absolute discretion, which may include

restrictions on the permitted audience, time, format or nature and content of Marketing and Advertising efforts undertaken by the Operator Group.

(2) Subject to the requirements and conditions set forth from time to time in the iGaming Ontario Policies, the Operator Group and their Affiliates shall not intentionally engage in Marketing and Advertising the Operator Websites and Operator Offerings in any way outside of the Province of Ontario.

15.02 **Marketing and Advertising Requirements**

(1) All television Marketing and Advertising conducted by or on behalf of the Operator Group in Ontario shall comply with the Canadian Code of Advertising Standards and must be cleared for airing by ThinkTV Clearance Services or any successor or replacement thereof.

(2) Without limiting any other rights of iGaming Ontario contained herein, in the event iGaming Ontario determines, acting in its sole and absolute discretion, that the Operator Group has failed to comply with the Marketing and Advertising guidelines set forth in this Agreement or the iGaming Ontario Policies, iGaming Ontario may, after consultation with the Operator, require the Operator Group to submit all proposed Marketing and Advertising materials for Ontario, including the proposed placement, dissemination or distribution plans for such Marketing and Advertising materials, to iGaming Ontario on an ongoing basis, or for such period of time as iGaming Ontario requires, for review and approval by iGaming Ontario of both the content and the placement, dissemination or distribution of such Marketing and Advertising materials. All such proposed Marketing and Advertising materials will be provided by the Operator Group not less than 15 Business Days prior to the expected use or distribution of such materials.

(3) The Operator Group shall retain records of all utilized Marketing and Advertising placements in Ontario, or a sample standard of recurring Marketing and Advertising copy, and records of advertising placements for 1 year from the time of placement. All such Marketing and Advertising materials shall be made available to or produced for inspection upon iGaming Ontario's request.

(4) All Marketing and Advertising conducted by or on behalf of the Operator Group will comply with the iGaming Ontario Policies and Applicable Law, including Anti-Spam Legislation and the Canadian Radio-television and Telecommunications Commission Unsolicited Telecommunications Rules.

15.03 **Direct Marketing**

(1) The Operator Group shall comply with all requirements and restrictions with respect to the targeting of direct Marketing and Advertising, including the marketing of Promotional Play, to self-excluded or otherwise ineligible individuals in Ontario set forth in the iGaming Ontario Policies.

15.04 **Social Media**

(1) The Operator Group shall ensure that all sponsored social media Marketing and Advertising in Ontario be targeted at consumers aged at least 19 years or older or 25 years or older where Operator does not hold any first party data about the consumer; provided, however that the foregoing requirement shall not apply to social media Marketing and Advertising targeted toward any Player with a Player Profile.

(2) Organic content posted on the Operator Group's own social media channels must be age restricted to consumers aged 19 years or older to ensure users log in to age verified accounts in order to view content, where possible where the capability exists on the relevant social media platforms.

(3) The Operator Group shall exercise commercially reasonable efforts to exclude self-excluded individuals from its paid social media campaigns.

(4) The Operator Group shall provide information to consumers on how to limit their exposure

to the Operator Group's gambling advertising across social media platforms on the Operator Websites in an easily accessible and prominent manner. The information provided by the Operator Group must cover the largest social media platforms on which the Operator Group advertises.

15.05 **Sporting Event Advertisements and Sponsorship**

(1) The Operator Group shall comply with all restrictions on forms, methods, timeframes and categories of sponsorship and Marketing and Advertising in relation to live sporting events set forth in the iGaming Ontario Policies.

ARTICLE 16 GAME CATALOGUE AND BETTING POOLS

16.01 **Game Catalogue**

(1) Pursuant to the iGaming Ontario Policies, iGaming Ontario may prohibit any type, categories or particular Eligible iGames in its sole and absolute discretion and may, acting reasonably, direct Operators to deliver certain types or categories of Eligible iGames. The Operator Group shall ensure that all Operator Offerings comply with the iGaming Ontario Policies.

(2) The Operator Group shall not make available to Players (i) any new game(s) intended to be an Operator Offering, or (ii) any material modification to an existing Operator Offering, in either case, without the prior written consent of iGaming Ontario, which shall not be unreasonably withheld. For greater certainty, a new game as used in this Section 16.01(2) means an Operator Offering not previously consented to by iGaming Ontario pursuant to this Agreement. The Operator shall deliver prior written notice to iGaming Ontario of any proposed new game or material modification to an existing Operator Offering (a "**Game Catalogue Notice**"). iGaming Ontario will provide written notice to the Operator of its decision, acting reasonably, to: (i) consent; (ii) consent, subject to conditions; or (iii) withhold consent within 30 days of receiving a Game Catalogue Notice, failing which iGaming Ontario will be deemed to have consented to such new game or material modification; provided however that iGaming Ontario's consent pursuant to this Section 16.01(2) shall not in anyway limit or constrain iGaming Ontario's discretion to thereafter prohibit types or categories of Eligible iGames pursuant to Section 16.01(1). Notwithstanding the foregoing, if iGaming Ontario, acting reasonably, requests additional data, information or documentation relating to the Operator's request, such 30 day period shall be deemed to commence on the day iGaming Ontario received from the Operator all of such additional data, information or documentation.

(3) The Operator Group will not have any right to dispute or appeal iGaming Ontario's decision to prohibit any types, categories or particular Eligible iGames, or require a material modification to an existing Operator Offering.

16.02 **Betting Pools**

(1) Unless otherwise expressly agreed to in writing by iGaming Ontario, or expressly provided for in the iGaming Ontario Policies, any Eligible iGames involving liquidity pools from outside of Ontario are prohibited.

(2) iGaming Ontario may establish a maximum rake percentage available to Operators in respect of peer-to-peer and pooled liquidity Eligible iGames in the iGaming Ontario Policies.

ARTICLE 17 TERM AND EXTENSION OPTIONS

17.01 **Term**

(1) The initial term of this Agreement will commence on the date hereof and will continue until

the Termination Date, unless earlier terminated pursuant to the terms of this Agreement (the “**Initial Term**”). Thereafter, this Agreement may, at the sole and absolute discretion of iGaming Ontario, be renewed for additional consecutive terms of such time periods as specified by iGaming Ontario in writing (each, an “**Extended Term**” and any and all Extended Terms together with the Initial Term, the “**Term**”). Not later than the date that is 12 months immediately prior to the last day of the Initial Term or the then current Extended Term, as applicable, iGaming Ontario shall provide notice of its decision to either extend the Agreement for an Extended Term or notice that the Agreement shall terminate at the expiry of the Initial Term or the then current Extended Term, as applicable. If iGaming Ontario in its sole and absolute discretion elects to extend the Agreement for any Extended Term (a “**Term Extension**”), the Operator shall provide written notice of its acceptance or refusal of the Term Extension within 1 month of receiving notice of a Term Extension from iGaming Ontario, or such other time period as may be agreed to between the Operator and iGaming Ontario.

(2) If iGaming Ontario in its sole and absolute discretion elects not to extend the Agreement for any Extended Term, or the Operator refuses a Term Extension, no termination fee or other compensation whatsoever will be paid or payable by iGaming Ontario to the Operator or any other person, and the agreement shall terminate as of the end of the Initial Term or the then current Extended Term, as applicable.

(3) All of the same terms and conditions of this Agreement will apply during each Extended Term.

ARTICLE 18 PERFORMANCE SECURITY

18.01 Performance Security

(1) Within ten weeks of the date of this agreement the Operator will deliver or cause to be delivered to iGaming Ontario a form or forms of performance security (such accepted performance security being referred to herein as the “**Performance Security**”) which, in iGaming Ontario’s reasonable discretion, satisfies the following conditions:

(a) 

(b) if the performance security is in the form of an instrument, such instrument shall have a term length equal to the remaining Term length and be issued by an Eligible Institution;

(c) if the Performance Security is in the form of a cash deposit, such cash deposit shall be deposited with an Eligible Institution; and

(d) the performance security shall be in a form which allows for iGaming Ontario to draw upon or realize upon such performance security within a commercially reasonable timeframe

and shall be in a form that does not require iGaming Ontario or any of its representatives to attend any location in person outside of Toronto, Ontario in order to draw upon or realize upon such Performance Security.

(2) While the Operator is not required to obtain and maintain the form(s) of performance security specified in this Section 18.01(2), iGaming Ontario acknowledges and agrees that the following forms of performance security, provided they meet the conditions set forth in Section 18.01, shall be deemed acceptable to iGaming Ontario:

- (a) one or more letters of credit issued by an Eligible Institution for the benefit of iGaming Ontario; and
- (b) a cash deposit into an escrow account at an Eligible Institution or a subsidiary of an Eligible Institution, as escrow agent, pursuant to an escrow agreement entered into between iGaming Ontario, the Operator and such escrow agent on terms and conditions as are satisfactory to the parties thereto.

(3) All Performance Security will be obtained and maintained by the Operator at the Operator's sole cost and expense. The Performance Security will be maintained by the Operator at all times during the Term. If the Performance Security is in the form of an instrument, it may be renewable annually, provided that (i) each instrument making up the Performance Security provides that, in the event it will not be renewed (and is necessary to ensure that the Performance Security meets the Performance Security Amount), the applicable issuing institution will provide iGaming Ontario with written notice thereof at least 30 days prior to the expiration thereof and (ii) if any such instrument comprising the Performance Security is not renewed (to the extent such instrument is necessary to ensure that the Performance Security meets the Performance Security Amount), iGaming Ontario will be entitled to draw the full amount of the Performance Security and to hold the proceeds thereof, without interest, and such cash proceeds will thereupon stand in place of the Performance Security.

(4) Without limiting any other provision of this Agreement, the Performance Security will serve as collateral and security in the hands of iGaming Ontario and may be drawn upon by iGaming Ontario to satisfy: (i) the payment of all debts and liabilities (including all deposits to be made by the Operator Group into the iGaming Ontario Bank Account pursuant to the terms of this Agreement), present and future, direct and indirect, absolute and contingent, matured and not matured, in each case, at any time owing by the Operator to iGaming Ontario pursuant to this Agreement; (ii) the payment or reimbursement of all Losses suffered or incurred by any iGaming Ontario Indemnitee or for which any of the foregoing is or may be responsible and in respect of which the Operator is required to indemnify the iGaming Ontario Indemnitees pursuant to this Agreement; (iii) the payment or reimbursement of all Losses suffered or incurred by iGaming Ontario directly or indirectly in connection with enforcing its rights and remedies against the Operator under this Agreement; and (iv) the payment or reimbursement of all Winnings to the extent not paid by the Operator Group for any reason whatsoever. Further, and without limiting any other provision of this Agreement, if this Agreement is terminated pursuant to Section 20.01, iGaming Ontario will be entitled to draw upon the full amount of the Performance Security, such amount being liquidated damages for a portion of the risks, costs and expenses of iGaming Ontario relating to any such termination. The Performance Security shall be released by iGaming Ontario on the later of: (i) the date which is 15 Business Days following the date on which: (A) this Agreement terminates pursuant to Sections 20.02, 20.03, 20.04 or 20.07, or (B) the Term expires in accordance with Article 17; or (ii) if there are any Claims outstanding against the Operator Group as at the date of such termination or expiry, including any Claims arising in respect of such termination or expiry, the date which is 15 Business Days following the date on which the last such Claim is finally determined or resolved.

(5) Further, and without limiting any other provision of this Agreement, iGaming Ontario will be entitled to draw upon the full amount of the Performance Security:

- (a) in the event of any failure of the Operator to renew or replace any Performance Security in accordance with Section 18.01(4) and 18.01(7);

- (b) if any Act of Insolvency occurs in respect of any member of the Operator Group;
- (c) in the event that any of the banks or other financial institutions that issued the Performance Security ceases to be an Eligible Institution, unless the Performance Security is replaced within 10 days following such event and otherwise in accordance with Section 18.01; or
- (d) if any Act of Insolvency occurs in respect of any of the banks or other financial institutions that issued the Performance Security.

If the Performance Security is drawn upon in accordance with this Section 18.01(5), iGaming Ontario will hold the cash proceeds thereof without interest in a bank account selected by iGaming Ontario and such cash proceeds will thereupon stand in place of the Performance Security until the Operator delivers or causes to be delivered to iGaming Ontario replacement Performance Security that complies with the requirements of Section 18.01(1). iGaming Ontario will be entitled to make withdrawals of such cash proceeds in the same manner that it is permitted to draw upon the Performance Security under this Agreement. Upon the replacement of the Performance Security by the Operator with a replacement Performance Security that complies with the requirements of Section 18.01(1), iGaming Ontario will return all remaining cash proceeds, if any, without interest (from such bank account) to the Operator or as the Operator may direct within 5 Business Days.

(6) To the extent reasonably practicable in the circumstances, iGaming Ontario will endeavour to provide written notice to the Operator of its intent to draw upon the Performance Security. Notwithstanding the foregoing, iGaming Ontario will not be required to provide the foregoing notice and any failure of iGaming Ontario to provide such notice (or any notice of its intent to draw upon the Performance Security) will not restrict, prevent or invalidate any draw by iGaming Ontario under the Performance Security.

(7) If, at any time or from time to time, iGaming Ontario draws upon the Performance Security, the Operator will, within 10 Business Days following notice from iGaming Ontario, either renew or replace the Performance Security with additional or replacement security that complies with the requirements of Section 18.01(1), in each case, so that iGaming Ontario is, at all times during the Term, and notwithstanding any such drawings or partial drawings, holding security in an aggregate amount equal to the Performance Security Amount.

(8) Notwithstanding any provision of this Agreement to the contrary, and notwithstanding any draw by iGaming Ontario of all or any part of the Performance Security, the Performance Security will not limit iGaming Ontario's rights or remedies with respect to any circumstances, failures or other events upon which iGaming Ontario may rely as a basis for iGaming Ontario's increased monitoring, suspension or termination of this Agreement in accordance with its terms or any other recourse or remedy available to iGaming Ontario whatsoever, provided that iGaming Ontario will not be entitled to recover twice for amounts drawn on the Performance Security.

ARTICLE 19 INCREASED MONITORING; SUSPENSION

19.01 Monitoring Events; Additional Audit and Inspection Rights

(1) If at any time or from time to time during the Term any member of the Operator Group (i) fails to perform or comply with any one or more obligations, covenants or agreements of the Operator Group in this Agreement, (ii) if iGaming Ontario believes, acting reasonably, that the Operator Group is or may be in violation of any material term, obligation, covenant or agreement of the Operator Group in this Agreement, or (iii) if iGaming Ontario, acting reasonably, believes that the Operator Annual Financial Statements reveal a material concern regarding the financial stability of any member of the Operator Group (each, a "**Monitoring Event**"), iGaming Ontario may, at its option and in its sole and absolute discretion and without prejudice to any other right or remedy available to it, increase the level of monitoring of the Operator Group from that set out in this Agreement to such level as iGaming Ontario considers reasonably

necessary taking into account the nature of such Monitoring Event and the frequency and/or recurrences of any Monitoring Events of Default. Any such increased monitoring may be applied to all or any one or more of the Operator Websites, Operator Offerings, Subcontractors and Operator Personnel that iGaming Ontario determines, acting reasonably, to be the cause of or related to the applicable Monitoring Event.

(2) Any increased monitoring pursuant to this Article 19 will, unless concluded earlier in iGaming Ontario's sole and absolute discretion, continue until such time until the Monitoring Event has been cured and the Operator Group has demonstrated to iGaming Ontario's satisfaction, acting reasonably, that the Operator Group is capable of performing, and is fully performing, all of its obligations, covenants and agreements in this Agreement, plus such additional time as iGaming Ontario considers necessary, acting reasonably, to transition out of such monitoring arrangement.

(3) iGaming Ontario will provide the Operator Group with at least 2 Business Days prior written notice, or such shorter notice period as iGaming Ontario considers necessary in extenuating circumstances in its sole and absolute discretion, of the commencement of any increased monitoring pursuant to this Article 19 and in such notice will request prompt rectification by the Operator Group of the Monitoring Event. Any increased monitoring may be conducted by iGaming Ontario and any authorized representatives designated by iGaming Ontario. In connection with any increased monitoring, iGaming Ontario and any authorized representatives designated by iGaming Ontario will have all of the rights and powers contemplated in connection with an audit or inspection under Article 11, including such rights and powers as may be required in order to enable iGaming Ontario or its authorized representatives to:

- (a) ascertain and verify adherence by the Operator Group with this Agreement and Applicable Law (including the Operator Group's internal controls in connection with any of the foregoing);
- (b) ascertain and verify the ongoing financial and operational viability of the Operator Group (including in respect of operating liquidity and credit);
- (c) facilitate and allow compliance by iGaming Ontario with Applicable Law and the requirements of and its obligations to any Governmental Authority having jurisdiction over it;
- (d) ascertain and verify the accuracy of all financial matters arising under this Agreement, in connection with the Operator Websites and the Operator Offerings therein, including the Operator Revenue Share;
- (e) ascertain and verify the accuracy and integrity of the Operator Group's accounting systems and processes;
- (f) facilitate and allow the exercise and carrying out by or on behalf of iGaming Ontario of its rights and remedies under Applicable Law and this Agreement, including any increased monitoring or suspension pursuant to this Article 19;
- (g) ascertain and verify all security matters relating to the Operator Obligations, the Operator Website and any Operator Offerings, including the security and integrity of the Gaming Data and iGaming Ontario Personal Information (including the Operator Group's internal controls in connection with any of the foregoing); and
- (h) ascertain and verify all actual practices and procedures relating to other gaming-related technology and systems (including privacy matters).

19.02 **Suspension Events**

- (1) iGaming Ontario may, at its option and in its sole and absolute discretion and without

prejudice to any other right or remedy available to it, suspend any or all members of the Operator Group's right to perform all or any part of the Operator Obligations in respect of all or any one or more of the Operator Websites or Operator Offerings, and any other rights granted to the Operator Group pursuant to this Agreement, without notice if any one or more of the following events (each, a "**Suspension Event**") occurs:

- (a) if the Operator Group fails to perform or comply with any one or more obligations, covenants or agreements of the Operator Group in Sections 6.02(a) to 6.02(d), 6.02(f), 6.02(h) to 6.02(k), 6.02(m) to 6.02(s), and 6.02(u);
- (b) if the Operator Group fails to perform or comply with any one or more obligations, covenants or agreements of the Operator Group in Sections 6.02(e), 6.02(g), 6.02(l), 6.02(t), 12.04(2) or and, if such failure is capable of being cured, such failure has not been cured within 3 Business Days following the date on which iGaming Ontario notifies the Operator Group in writing of such failure;
- (c) subject to Sections 19.02(1)(a) and (b), if the Operator Group fails to perform or comply with any one or more obligations, covenants or agreements of the Operator in this Agreement and, if such failure is capable of being cured, such failure has not been cured within 30 days following the date on which iGaming Ontario notifies the Operator Group in writing of such failure;
- (d) notwithstanding Section 26.02, if the Operator Group is prevented, delayed or substantially hindered from performing or complying with all or any part of its obligations, covenants or agreements hereunder as a result of a Force Majeure Event for a period of more than 180 days;
- (e) if any Cyber-Security Incident or Information Security Incident has occurred; or
- (f) if any Event of Default has occurred.

(2) Any suspension of the Operator Group pursuant to this Section 19.02 will, unless concluded earlier in iGaming Ontario's sole and absolute discretion, continue for the period of time until the Suspension Event has been cured and the Operator Group has demonstrated to iGaming Ontario's satisfaction, acting reasonably, that the Operator Group is capable of performing, and is fully performing, all of its obligations, covenants and agreements under this Agreement, plus such additional time as iGaming Ontario considers necessary, acting reasonably, to transition out of such suspension arrangement. iGaming Ontario will promptly notify the Operator Group in writing of any suspension pursuant to this Section 19.02, but this requirement, and the provision of or any delay or failure to provide any such notice, will not in any way derogate from or otherwise affect iGaming Ontario's right to suspend the Operator Group without notice pursuant to this Section 19.02.

(3) The Operator Group will promptly notify iGaming Ontario in writing upon the Operator becoming aware of the occurrence of any Suspension Event.

19.03 **Rectification**

Prior to or in lieu of exercising its rights under this Article 19 (and without prejudice to iGaming Ontario's right to exercise its rights under this Article 19 at a later time in respect of the same Monitoring Event or Suspension Event, provided that it is continuing) iGaming Ontario will have the right (but not the obligation), upon written notice to the Operator Group, to require the Operator Group to diligently take and continue to take such steps as iGaming Ontario considers necessary or expedient, acting reasonably, to eliminate, mitigate or protect against a Monitoring Event or Suspension Event or an imminent Monitoring Event or Suspension Event, including, if applicable, the termination and replacement of any Operator Personnel or Subcontractors, and the Operator Group will use its commercially reasonable efforts to comply with iGaming Ontario's requirements as soon as reasonably practicable.

19.04 **Costs and Expenses**

Subject to iGaming Ontario's obligations pursuant to Section 19.05:

- (a) the Operator Group will bear all costs and expenses incurred by the Operator Group in relation to any exercise and carrying out of iGaming Ontario's rights pursuant to this Article 19; and
- (b) the Operator Group will promptly reimburse iGaming Ontario for all internal and external costs and expenses incurred by iGaming Ontario, acting reasonably, in relation to the exercise and carrying out of iGaming Ontario's rights pursuant to this Article 19.

19.05 **Reimbursement if Improper Exercise of Rights**

(1) If iGaming Ontario purports to exercise its rights pursuant to this Article 19, but iGaming Ontario was not entitled to do so, iGaming Ontario will reimburse the Operator Group for the reasonable documented costs and expenses actually incurred by the Operator Group over and above those that would otherwise have been reasonably incurred by the Operator Group in the proper performance of its obligations, covenants and agreements under this Agreement and that are directly and reasonably incurred by the Operator Group in complying with those written requirements of iGaming Ontario issued as a result of iGaming Ontario having exercised or having purported to exercise such rights.

(2) The Operator Group acknowledges and agrees that the Operator Group has no right to require, and will not seek, a determination, including pursuant to the Dispute Resolution Procedure and Section 24.01, of whether or not iGaming Ontario is or was entitled to exercise its rights pursuant to this Article 19 before exercising such rights and taking any such actions that iGaming Ontario may require in connection therewith and the Operator Group will comply with all of iGaming Ontario's requirements relating thereto. Notwithstanding the foregoing, the Operator Group will be entitled to commence the Dispute Resolution Procedure in accordance with Section 24.01 during the continuation of the exercise of iGaming Ontario's rights pursuant to this Article 19 and the continuation of the Operator Group's compliance with iGaming Ontario's requirements in connection therewith.

ARTICLE 20 TERMINATION

20.01 **Termination Events of Default**

(1) iGaming Ontario may, at its option and in its sole and absolute discretion, terminate this Agreement in its entirety by notice, with immediate effect on the date specified therein, if any one or more of the following events of default (each, a "**Event of Default**") occurs:

- (a) if there is any inaccuracy or misrepresentation in any representation or warranty by or on behalf of the Operator Group in this Agreement or in any document delivered to iGaming Ontario by or on behalf of the Operator Group pursuant to this Agreement, which inaccuracy or misrepresentation constitutes a Material Adverse Effect and, if such inaccuracy or misrepresentation is capable of being cured, such inaccuracy or misrepresentation has not been cured within 30 days following the date on which iGaming Ontario notifies the Operator Group in writing of such inaccuracy or misrepresentation;
- (b) if any member of the Operator Group is charged with an offence under the Criminal Code or is found to be non-compliant with Gaming Control Legislation by an applicable Governmental Authority;
- (c) if any member of the Operator Group or any Affiliate thereof fails to comply with Section 6.02(i);

- (d) if any member of the Operator Group fails to perform or comply with any one or more obligations, covenants or agreements of the Operator Group in Section 6.02(q), 6.02(n), 6.02(o) and Section 12.04(2) and such failure has not been cured within 3 Business Days following the date on which iGaming Ontario notifies the Operator Group in writing of such failure;
 - (e) if any member of the Operator Group fails to perform or comply with any one or more obligations, covenants or agreements of the Operator Group in this Agreement (other than Section 6.02(q)), which failure constitutes a Material Adverse Effect and, if such failure is capable of being cured, such failure has not been cured within 30 days following the date on which iGaming Ontario notifies the Operator Group in writing of such failure;
 - (f) if any member of the Operator Group fails to perform or comply with any one or more obligations, covenants or agreements of the Operator Group in any Performance Security, or if any Performance Security ceases to be in full force and effect, and, in each case, such failure or circumstance is not cured within 5 Business Days after the earlier of (A) the date on which any member of the Operator Group becomes aware of such failure or circumstance and (B) the date on which iGaming Ontario notifies the Operator Group in writing of such failure or circumstance;
 - (g) if any Act of Insolvency occurs in respect any member of the Operator Group that constitutes a Material Adverse Effect;
 - (h) if any member of the Operator Group is convicted of a criminal offence, a quasi-criminal offence or an offence that may be punished as a criminal offence, in each case, that constitutes a Material Adverse Effect;
 - (i) if Operator or any member of the Operator Group suffers or permits any transfer, assignment or other disposition of this Agreement or the rights or obligations, covenants and agreements hereunder in violation of or other than in compliance with Section 22.01;
 - (j) subject to Section 26.06, in the event of a Fundamental Change in Law; or
 - (k) if the aggregate amount of (i) all indemnification payments paid by the Operator Group pursuant to Section 23.01 (including all amounts drawn by iGaming Ontario under the Performance Security, in each case, in respect or in satisfaction thereof) and (ii) without limiting the Dispute Resolution Procedure, all indemnification payments owing by the Operator Group pursuant to Section 23.01, in each case, to the iGaming Ontario Indemnitees and that are subject to the Indemnification Cap exceeds, in the aggregate, the Indemnification Cap.
- (2) iGaming Ontario will promptly notify the Operator Group in writing of any such termination pursuant to Section 20.01. Notwithstanding the foregoing, the provision of or any delay or failure to provide any such notice will not in any way derogate from or otherwise affect iGaming Ontario's right to terminate this Agreement by notice with immediate effect pursuant to this Section 20.01.
- (3) The Operator Group will promptly notify iGaming Ontario in writing upon the Operator Group becoming aware of the occurrence of any Event of Default.
- (4) The Operator Group acknowledges and agrees that the Operator Group has no right to require, and will not seek, a determination, including pursuant to the Dispute Resolution Procedure and Section 24.01, of whether or not iGaming Ontario is or was entitled to exercise its rights pursuant to Section 20.01 before exercising such rights and taking any such actions that iGaming Ontario may require in connection therewith and the Operator Group will comply with all of iGaming Ontario's requirements relating thereto. Notwithstanding the foregoing, the Operator Group will be entitled to commence the Dispute

Resolution Procedure in accordance with Section 24.01 during the continuation of the exercise of iGaming Ontario's rights pursuant to this Section 20.01 and the continuation of the Operator Group's compliance with iGaming Ontario's requirements in connection therewith.

20.02 **Termination by Either Party for Force Majeure**

Notwithstanding the provision of Section 26.02, if the Operator Group is prevented, delayed or substantially hindered from performing and complying with all or any part of its obligations, covenants or agreements hereunder as a result of a Force Majeure Event for a period of more than 120 days and that constitutes a Material Adverse Effect, then either party may, at its option and in its sole and absolute discretion, terminate this Agreement in its entirety by giving at least 60 days prior written notice to the other party.

20.03 **Termination by the Operator**

(1) The Operator may terminate this Agreement in its entirety upon the provision of written notice to iGaming Ontario if:

- (a) iGaming Ontario fails to make any payment (other than payments being disputed in good faith pursuant to the Dispute Resolution Procedure) within 30 days following such payment becoming due and after having received written notification from the Operator Group advising of (i) the overdue amount and (ii) the date on which the Agreement will be terminated if such overdue amount remains unpaid as of such date;
- (b) iGaming Ontario has materially misappropriated the Operator's Intellectual Property rights and has failed to take corrective measures within 30 days following receipt by iGaming Ontario from the Operator Group of written notification of such misappropriation;
- (c) there is a material breach by iGaming Ontario of any of its obligations, covenants or agreements in Article 13 where such breach constitutes an Operator Material Adverse Impact and where iGaming Ontario has failed to take corrective measures within 30 days following receipt by iGaming Ontario from the Operator Group of written notification of such breach;
- (d) subject to Section 26.06, if there occurs a Fundamental Change in Law; or
- (e) the aggregate amount of (i) all indemnification payments paid by iGaming Ontario pursuant to 23.02 and (ii) subject to the Dispute Resolution Procedure, all indemnification payments owing by iGaming Ontario pursuant to 23.02, in each case, to the Operator Group and that amount subject to the Indemnification Cap exceeds, in the aggregate, the Indemnification Cap;

provided, however, that if any of the foregoing can be cured by the payment of money, then iGaming Ontario may, at its option and in its sole and absolute discretion, make such payment within 20 Business Days following receipt by iGaming Ontario of the foregoing written notice of termination, and the Operator will thereafter not have the right to terminate this Agreement as a result of such failure or breach.

20.04 **Termination by iGaming Ontario**

iGaming Ontario may at any time, for any or no reason, terminate this Agreement in its entirety by the delivery of at least 180 days prior written notice to the Operator Group, and upon the effective date of termination specified by iGaming Ontario in any such notice this Agreement shall terminate, subject to the terms and conditions set out herein.

20.05 **Extension of Termination Date**

iGaming Ontario may, at its option and in its sole and absolute discretion, extend the effective date of the termination of this Agreement in respect of any notice of termination given by iGaming Ontario to the Operator Group in accordance with this Agreement, provided that (i) iGaming Ontario may exercise such option only once in respect of any such notice of termination, (ii) any such option to extend the effective date of the termination of this Agreement may not be exercised later than the date that is 30 days prior to the original effective date of such termination and will not, unless otherwise agreed in writing between iGaming Ontario and the Operator and provide for a period of extension in respect of such termination that is greater than 6 months.

20.06 **No Expropriation**

The Operator Group acknowledges and agrees that any expiry or other termination of this Agreement in accordance with its terms will not constitute an expropriation by iGaming Ontario or a measure equivalent to expropriation or nationalization by iGaming Ontario at domestic or international law (including the *Canada-United States-Mexico Agreement (CUSMA)* and any other treaty or trade agreement), and will not constitute grounds for asserting any Claim based on an expropriation, alleged expropriation or a measure equivalent to expropriation or nationalization whatsoever under any domestic law, international agreement, or domestic law implementing an international agreement.

20.07 **Mutual Termination**

This Agreement may be terminated at any time, for any reason or no reason, upon the mutual written agreement of iGaming Ontario and the Operator each in its sole discretion, and shall terminate upon the effective date of termination mutually agreed to by iGaming Ontario and the Operator, subject to the terms and conditions set out herein.

20.08 **Survival**

The expiry or termination of this Agreement does not relieve either party from any of its obligations outstanding under this Agreement up to the effective date of such expiry or termination. The provisions of this Agreement requiring performance or fulfillment after the expiry or termination of this Agreement, including Section 20.06 and Article 11, Article 12, Article 13, Article 18, Article 21, 22.02(1), Article 25 and Article 26 and such other provisions as are necessary for the interpretation of any of the foregoing, and any other provisions which by their nature are intended to survive termination or expiry of this Agreement, will survive such expiration or termination hereof.

ARTICLE 21 POST-TERMINATION MATTERS

21.01 **Post-Termination Obligations**

- (1) Upon termination or expiry of the Agreement, the Operator shall:
 - (a) promptly provide a copy of all Gaming Data, Player Information to iGaming Ontario in such machine readable format or electronic form as iGaming Ontario, acting reasonably, consents to.
 - (b) provide full cooperation to ensure the termination of all permissions and accounts with regard to access to iGaming Ontario Systems for the Operator Group and any Operator Personnel that have access to such iGaming Ontario Systems.

ARTICLE 22 RESTRICTIONS ON TRANSFER AND ASSIGNMENT

22.01 **Restrictions on Transfer and Assignment**

- (1) Subject to Section 22.02:
- (a) no transfer, assignment or other disposition of the whole of this Agreement or the whole of the rights or obligations, covenants and agreements hereunder, whether contingent, absolute or otherwise, by or in respect of the Operator or any member of the Operator Group is valid or permitted at any time, without the prior written consent of iGaming Ontario, which consent will not be unreasonably withheld; provided, however, that, without limitation, it will be considered reasonable for iGaming Ontario to withhold such consent if such transfer, assignment or other disposition would, in the opinion of iGaming Ontario, constitute a Material Adverse Effect; and
- (b) no transfer, assignment or other disposition of any part of this Agreement or any part of the rights or obligations, covenants and agreements hereunder, whether contingent, absolute or otherwise, by or in respect of the Operator or any member of the Operator Group is valid or permitted at any time during the Term without the prior written consent of iGaming Ontario, which consent may be withheld or conditioned in the sole and absolute discretion of iGaming Ontario.
- (2) Any purported transfer, assignment or other disposition of this Agreement or the rights or obligations hereunder in violation of or other than in compliance with this Section 22.01 will be void.
- (3) iGaming Ontario may transfer, assign or otherwise dispose of the whole or any part of this Agreement or the whole or any part of the rights or obligations, covenants and agreements hereunder, to any person that is capable of assuming and performing, and does in fact assume, all of the obligations, covenants and agreements of iGaming Ontario hereunder that are so transferred, assigned or disposed of; provided, however, that iGaming Ontario will not be relieved of its duties and obligations hereunder except to the extent agreed in writing between iGaming Ontario, the Operator and such assignee.

22.02 Security Interests

(1) The Operator Group shall not grant any security interest in the Operator Group's interest in this Agreement to a lender or lenders (each a "Secured Party") in connection with any financing, indebtedness or other obligations arranged by the Operator Group, and shall explicitly exclude this Agreement and the Operator Group's interests in this Agreement, the Gross Gaming Revenue and the Operator Revenue Share from any general grant of security over personal property made to a Secured Party. The Operator Group hereby irrevocably agrees and acknowledges in favour of iGaming Ontario that the Operator has been commercially authorized by iGaming Ontario and approved as a Registered Operator by the AGCO and that a party not commercially authorized by iGaming Ontario or registered as a Registered Operator, such as a Secured Party or a third party assignee of the Secured Party, would not be able to perform the obligations hereunder.

ARTICLE 23 INDEMNIFICATION

23.01 Indemnification by the Operator

Subject to the terms of this Article 23, the Operator will indemnify and save harmless iGaming Ontario, AGCO and the Crown and each of the directors, officers, employees, agents and representatives of iGaming Ontario, AGCO and each of the ministers, employees, agents and representatives of the Crown (collectively, the "iGaming Ontario Indemnitees") from and against any and all Claims asserted against and Losses suffered or incurred by any of them or for which any of them is or may be responsible directly or indirectly arising out of or resulting from:

- (a) any inaccuracy or misrepresentation in any representation or warranty of the Operator

Group in this Agreement or in any document delivered to iGaming Ontario by or on behalf of the Operator Group pursuant to this Agreement;

- (b) any failure of the Operator Group to perform or comply with any obligation, covenant or agreement of the Operator Group in this Agreement;
- (c) any fraud, negligence or wilful misconduct of any member of the Operator Group or of any person for whom any member of the Operator Group is responsible at Applicable Law;
- (d) any breach or violation by the Operator Group of any Applicable Law;
- (e) the Personnel and Subcontractor Obligations and Liabilities;
- (f) any Cyber-Security Incident or any Operator Information Security Incident including: (i) steps taken to mitigate the damages that would reasonably be expected to arise in connection with any Third Party Claim that could be initiated; (ii) investigating and responding to the Cyber-Security Incident or Operator Information Security Incident; and (iii) iGaming Ontario discharging its obligations under Applicable Law with respect to such Cyber-Security Incident or Operator Information Security Incident;
- (g) the enforcement of any rights of any iGaming Ontario Indemnitee under this Agreement and, in each case, any related investigation, defence, preparation of defence, dispute resolution, litigation and enquiries; and
- (h) any improper disclosure, misuse, loss, corruption, compromise or theft of iGaming Ontario Intellectual Property or iGaming Ontario Personal Information that is caused or contributed to, directly or indirectly, by the Operator Group, Operator Personnel or any Subcontractor.

23.02 Indemnification by iGaming Ontario

Subject to the terms of this Article 3, iGaming Ontario will indemnify and save harmless the Operator and each of the directors, officers, employees, agents and representatives of the Operator (collectively, the "**Operator Indemnitees**") from and against any and all Claims asserted against and Losses suffered or incurred by any of them or for which any of them is or may be responsible directly or indirectly arising out of or resulting from:

- (a) any wilful inaccuracy or misrepresentation in any representation or warranty of iGaming Ontario in this Agreement or in any document delivered to the Operator Group by or on behalf of iGaming Ontario pursuant to this Agreement;
- (b) any wilful failure of iGaming Ontario to perform or comply with any obligation, covenant or agreement of iGaming Ontario in this Agreement;
- (c) the fraud, negligence or wilful misconduct of iGaming Ontario or of any person for whom iGaming Ontario is responsible at Applicable Law;
- (d) any breach or violation by iGaming Ontario of any Applicable Law;
- (e) any improper disclosure, misuse, loss, corruption, compromise or theft of Operator Intellectual Property that is directly caused or contributed to by iGaming Ontario's negligence or breach of this Agreement or the negligence of any person for whom iGaming Ontario is responsible at Applicable Law; and
- (f) the enforcement of any rights of any Operator Indemnitee under this Agreement and any related investigation, defence, preparation of defence, dispute resolution, litigation and

enquiries,

except to the extent that any such Claims or Losses directly or indirectly arise out of or result from any compliance or non-compliance with the Criminal Code.

23.03 Third Party Claims

(1) Promptly after the assertion by any third party of any Third Party Claim against any person entitled to indemnification under this Agreement (the "**Indemnitee**") that results or may result in the incurrence by such Indemnitee of any Claim or Loss for which such Indemnitee would be entitled to indemnification pursuant to this Agreement, such Indemnitee will notify in writing the party from whom such indemnification is or may be sought (the "**Indemnitor**") of such Third Party Claim. Such notice will also specify with reasonable detail (to the extent the information is reasonably available) the factual basis for the Third Party Claim, the amount claimed by the third party or, if such amount is not then determinable, a reasonable estimate of the likely amount of the Third Party Claim. The failure to promptly provide such notice will not relieve the Indemnitor of any obligation to indemnify the Indemnitee, except to the extent such failure prejudices the Indemnitor. Where the Third Party Claim is provided in writing, notice to the Indemnitor will include a copy of the Claim.

(2) Subject to Section 23.03(3), the Indemnitor will have the right, upon written notice (the "**Defence Notice**") to the Indemnitee within 30 days after receipt by the Indemnitor of notice of the Third Party Claim (or sooner if such Third Party Claim so requires) to conduct at its own expense, the defence against the Third Party Claim in its own name or, if necessary, in the name of the Indemnitee provided that: the Indemnitor acknowledges and agrees in the Defence Notice that as between the Indemnitor and the Indemnitee, it is liable to pay for all Losses arising from or relating to such Third Party Claim. The Defence Notice will specify the counsel the Indemnitor will appoint to defend such Third Party Claim (the "**Defence Counsel**"), and the Indemnitee will have the right to approve the Defence Counsel, which approval will not be unreasonably withheld.

(3) Notwithstanding any provision of this Section 23.03 to the contrary, iGaming Ontario may at any time give written notice to the Indemnitor that iGaming Ontario is assuming control of the defence against any Third Party Claim. Further, the Operator Group acknowledges and agrees that where the Crown is the Indemnitee, the Crown may at any time give written notice to the Indemnitor that the Crown is assuming control of the defence in any matter involving public policy. On receipt of any such notice, the Indemnitor will promptly take all steps necessary to transfer the conduct of such defence to iGaming Ontario or to the Crown, as the case may be, and will promptly provide to iGaming Ontario or to the Crown, as the case may be, all relevant documentation and all reasonable cooperation, access and assistance for the purposes of considering and conducting the defence of such Third Party Claim. Subject to Section 23.03(5), the retention or taking over of the conduct of the defence of any Third Party Claim pursuant to this Section will be at the Indemnitor's expense and will not limit or otherwise relieve the Indemnitor from any of its indemnification obligations hereunder.

(4) Any Indemnitee (or an Indemnitor, if iGaming Ontario or the Crown takes over a Third Party Claim pursuant to Section 23.03(3)), will have the right to employ separate counsel in any Third Party Claim and/or to participate in the defence thereof. The fees and expenses of such counsel will not be included as part of any Losses incurred by the Indemnitee unless: (i) the Indemnitor failed to give the Defence Notice, including the acknowledgement and agreement to be set out therein within the prescribed period, (ii) such Indemnitee has received an opinion of counsel, acceptable to the Indemnitor, acting reasonably, to the effect that the interests of the Indemnitee and the Indemnitor with respect to the Third Party Claim are sufficiently adverse to prohibit the representation by the same counsel of both parties under applicable ethical rules, or (iii) the employment of such counsel at the expense of the Indemnitor has been specifically authorized in writing by the Indemnitor.

(5) The party conducting the defence of any Third Party Claim will keep the other party apprised of all significant developments and will not enter into any settlement, compromise or consent to judgment with respect to such Third Party Claim unless the Indemnitor and the Indemnitee consent, which

consent will not be unreasonably withheld.

(6) Without limiting the generality of the foregoing, if any members of the Operator Group that are party thereto are conducting a Third Party Claim directly or indirectly relating to responsible gambling in respect of any Eligible iGames or the Operator Obligations (a “**Responsible Gambling Proceeding**”), the Operator will, and will ensure that the applicable members of the Operator Group and each of its and their respective legal counsel: (i) keep iGaming Ontario apprised of all significant developments relating to such Responsible Gambling Proceeding; (ii) provide promptly to iGaming Ontario copies of all documents (including correspondence and litigation materials) relating to such Responsible Gambling Proceeding; (iii) seek iGaming Ontario’s prior written approval of any material strategic decision or other material step proposed to be taken by the any such member or members of the Operator Group relating to the conduct of the defence of such Responsible Gambling Proceeding, such approval not to be unreasonably withheld.

23.04 **Limitations**

(1) Notwithstanding any provision of this Agreement to the contrary, in no event will any Indemnitor be required to make indemnification payments pursuant to this Article 23 to the extent that the aggregate of such indemnification payments would exceed the Indemnification Cap in effect at the time such payment is made; provided, however, that the foregoing limitation:

- (a) will not apply to any Claims or Losses directly or indirectly arising out of or resulting from the gross negligence, willful misconduct, criminal conduct or fraud of such Indemnitor;
- (b) will not apply in respect of any indemnified Claim by the Operator for all or any portion of the Operator Revenue Share properly owing to iGaming Ontario;
- (c) will not apply in respect of any indemnified Claim by iGaming Ontario directly or indirectly arising out of or resulting from an failure of the Operator Group to perform or comply with any obligation, covenant or agreement of the Operator Group set out in Sections 6.02(n) and 6.02(o) (including any breach by the Operator Group of the trust arrangement contemplated therein) or Section 6.02(q); and
- (d) will be inclusive of any draws made under the Performance Security or alternate security maintained pursuant to this Agreement, in each case, in respect of indemnification payments that are subject to the Indemnification Cap;

and, for clarity, no Claims, Losses, indemnification payments or other amounts that are expressly excluded from the Indemnification Cap pursuant to this Section 23.04 will be applied against or reduce the Indemnification Cap.

(2) Notwithstanding any provision of this Agreement to the contrary, in no event will any Indemnitor be required to indemnify any Indemnitee under this Agreement in respect of any Claims or Losses directly or indirectly arising out of or resulting from such Indemnitee’s breach of this Agreement or the negligence, willful misconduct, criminal conduct or fraud of such Indemnitee. Further (i) no Indemnitee will be entitled to be indemnified twice for the same Losses and (ii) no Indemnitee will be entitled to double-recovery under the indemnification provisions of this Article 23 and from insurance proceeds received by such Indemnitee and, in the case of iGaming Ontario, from the proceeds of the Performance Security received by iGaming Ontario.

(3) For the avoidance of doubt, no Provincial Entity other than iGaming Ontario will have any liability in respect of iGaming Ontario’s obligations under or in connection with this Agreement or for any act or omission of iGaming Ontario relating to this Agreement, the Operator Obligations or otherwise, and the Operator Group acknowledges and agrees that its sole recourse for any amounts that the Operator Group is entitled to recover under or in connection with this Agreement will be limited to the Operator Group’s right to recover the same from iGaming Ontario in accordance with, and subject to, this Agreement.

23.05 **Remedies Exclusive**

Except in cases of gross negligence, willful misconduct, criminal conduct or fraud, and subject to any other rights, remedies and recourse specifically provided in this Agreement (including the right of iGaming Ontario to draw on the Performance Security), the remedies provided in this Article 23 will be the exclusive monetary remedies including equitable remedies that involve monetary payment, such as restitution or disgorgement but excluding specific performance and injunctive relief as contemplated by Section 26.15 of the Indemnities in connection with any inaccuracy or misrepresentation in a representation or warranty, or failure (in whole or in part) to perform or comply with any one or more obligations, covenants or agreements herein or in respect of any other indemnified matter hereunder.

23.06 **Mitigation**

iGaming Ontario will use its commercially reasonable efforts to eliminate, mitigate and protect against any Claims or Losses that any iGaming Ontario Indemnitee asserts or is reasonably likely to assert under this Article 23, and the Operator Group will use its commercially reasonable efforts to eliminate, mitigate and protect against any Claims or Losses that any Operator Indemnitee asserts or is reasonably likely to assert under this Article 23. No Indemnitee will be entitled to indemnification hereunder for any Claims or Losses that could have been avoided by commercially reasonable efforts to eliminate, mitigate and protect against such Claims or Losses.

23.07 **No Relief from Obligations and Liabilities**

Neither the compliance nor the failure of the Operator Group to comply with the requirements of Article 18 and Article 25 will relieve the Operator Group from any of its obligations, covenants, agreements or liabilities under this Agreement. Further, neither the granting by iGaming Ontario nor the refusal of iGaming Ontario to grant any consent or approval under or pursuant to this Agreement will relieve the Operator Group from any of its obligations, covenants, agreements or liabilities under this Agreement, including the Operator Groups' obligation to comply with this Agreement and Applicable Law.

ARTICLE 24 DISPUTE RESOLUTION

24.01 **Parties Dispute Resolution Procedure**

(1) Except as otherwise expressly contemplated herein, all disputes, controversies and claims arising out of or relating to any provision of this Agreement as between the parties hereto, or the interpretation, enforceability, performance, breach, increased monitoring, suspension, termination or validity of this Agreement, including the matters or procedures set forth in the Dispute Resolution Procedure itself, or any matter referred to for resolution pursuant to Schedule 24.01 (collectively and individually, a "Dispute") will be resolved in accordance with, and the parties will comply with, the provisions of Schedule 24.01.

(2) Notwithstanding anything contained in this Agreement to the contrary, the parties acknowledge and agree that:

- (a) any Dispute relating to any issue pertaining to the interpretation of, or the requirements and prohibitions of, the Criminal Code or the Gaming Control Legislation will not be subject to the Dispute Resolution Procedure. Any such Dispute may be pursued by either party only in a provincial or federal court of competent jurisdiction in the Province of Ontario and such court shall have exclusive jurisdiction over such Dispute in accordance with Section 26.08(2); and
- (b) if the parties cannot agree as to whether Section 24.01(2)(a) applies, only a court of competent jurisdiction in Ontario may determine whether the Dispute is subject to the

Dispute Resolution Procedure or must be heard by a provincial or federal court of competent jurisdiction in the Province of Ontario and such court shall have exclusive jurisdiction over such Dispute in accordance with Section 26.08(2).

24.02 **Player Disputes**

(1) The Operator acknowledges iGaming Ontario's oversight of customer care and dispute resolution ("CCDR"). To address and respond to Player complaints and disputes, the Operator Group will comply with all CCDR requirements set out in the iGaming Ontario Policies, including that iGaming Ontario may direct Operators to resolve complaints in accordance with the iGaming Ontario Policies, and provide a CCDR program in respect of Player Disputes which meets the CCDR requirements set forth in the iGaming Ontario Policies, including the following non-exhaustive elements:

- (a) information about the CCDR program must be readily accessible to Players on the Operator Websites at all times;
- (b) the CCDR program will not apply to complaints that relate to the interpretation or application of Applicable Law or the actions or inactions of any Governmental Authority;
- (c) the Operator must resolve Player Disputes within 90 days of the Operator being made aware of a Player Dispute;
- (d) the CCDR program must be provided to Players free of charge and the Operator must not charge any fees or withhold any Winnings in respect of CCDR-related services;
- (e) all Player Disputes shall be adjudicated in accordance with Ontario law;
- (f) by agreeing to the CCDR program, the Player is not waiving their rights to pursue remedies through other means, including escalation to iGaming Ontario, however the CCDR results would be binding on the Operator unless the Player pursues remedies through other means; and
- (g) the Operator shall provide reporting of CCDR outcomes and metrics as set forth in the iGaming Ontario Policies.

**ARTICLE 25
INSURANCE**

25.01 **Insurance Coverage Requirements**

(1) Within three months of the date of this Agreement (or such other time period specifically approved in writing by iGaming Ontario in its sole and absolute discretion), each member of the Operator Group will obtain and maintain in force for the remainder of the Term and for a period of at least 2 years following the end of the Term, the following insurance coverages (or such other insurance coverages or alternatives to insurance coverages specifically approved in writing by iGaming Ontario in its sole and absolute discretion):

- (a) [REDACTED]

- (b) [REDACTED]

[REDACTED]

(c)

[REDACTED]

(2) All insurers must be reputable and financially creditworthy insurers with a financial strength rating by A.M. Best Company, Inc. of "A-" or higher and all insurance coverages required under this Agreement must be underwritten by insurers licensed or authorized to carry on insurance business in Canada.

(3) Except with respect to the Operator Group's computer and Network Security and Privacy Liability Insurance, the Operator Group will add iGaming Ontario as an additional insured and/or loss payee to the insurance coverages set out above and such coverages will include a waiver of subrogation in favor of iGaming Ontario. The insurance coverages under which iGaming Ontario is named as an additional insured will be primary, and all coverage will be non-contributing with respect to any other insurance or self-insurance that may be maintained by iGaming Ontario.

(4) The Operator Group will cause all Subcontractors under a Subcontract to have and maintain in force insurance coverages that are commercially reasonable having regard to the services being provided by such Subcontractor.

(5) None of the requirements contained herein as to types, limits and approval of insurance coverage to be maintained by the Operator Group are intended to, and will not in any manner limit or qualify, the liabilities and obligations of the Operator Group under this Agreement, and iGaming Ontario does not in any way represent or warrant that the coverage or limits of insurance specified in this Article 25 are sufficient or adequate to protect the Operator Group's interests or liabilities under this Agreement.

25.02 Evidence of Insurance Coverage; Changes

(1) The Operator shall cause a certificate(s) of insurance executed by the insurer named in the applicable policies described above (or by an authorized insurance broker) evidencing the coverages and policy endorsements required under this Agreement to be delivered to iGaming Ontario in accordance with Section 25.01(1), and upon annual renewal of said insurance, and from time to time following the receipt of a written request therefor from iGaming Ontario. Where iGaming Ontario has approved an alternative to insurance coverage in accordance with Section 25.01(1), the Operator shall cause such evidence of the alternative coverage as iGaming Ontario requires in its sole and absolute discretion to be delivered to iGaming Ontario in accordance with Section 25.01(1) and from time to time following written request thereof from iGaming Ontario.

(2) Each member of the Operator Group will cause its insurers, insurance brokers or providers of alternatives to insurance to (i) provide at least 45 days prior written notice to iGaming Ontario of any cancellation of the insurance coverage, or alternatives to insurance and (ii) notify iGaming Ontario and the applicable member of the Operator Group (including the Operator) in writing of any material change to its

insurance coverage or alternatives to insurance.

25.03 Claims-Made Coverage

If any insurance coverage is written on a "claims-made" basis, the certificate of insurance will clearly so state. In addition to the insurance coverage requirements specified above, the Operator Group will use its commercially reasonable efforts to ensure that:

- (a) each insurance policy's retroactive date will coincide with or precede the date hereof (including subsequent policies purchased as renewals or replacements);
- (b) if insurance is terminated for any reason, the Operator Group will purchase a replacement claims-made policy with the same or an earlier retroactive date or will purchase a extended reporting provision to report claims arising in connection with this Agreement to the extent such insurance is commercially and reasonably available; and
- (c) all claims-made policies will allow the reporting of circumstances or incidents that might give rise to future claims.

ARTICLE 26 MISCELLANEOUS

26.01 Notices & Electronic Delivery

(1) Any notice, consent, approval, waiver or other communication required or permitted to be given or provided hereunder will be in writing and will be delivered in person, transmitted by e-mail or sent by registered mail, charges prepaid, addressed as follows:

if to iGaming Ontario, to:

90 Sheppard Avenue East,
Suite 200
Toronto, Ontario
M2N 0A4

if to the Operator or any other member of the Operator Group, in accordance with the notice particulars for the Operator Group set out on Schedule A.

(2) For certainty, any consent, approval, waiver or other communication required or permitted to be given or provided hereunder to be delivered by (i) any member of the Operator Group to iGaming Ontario shall be deemed by the Operator to iGaming Ontario for and on behalf of the applicable members of the Operator Group, and (ii) iGaming Ontario to any member of the Operator Group shall be delivered to the Operator for and on behalf of the applicable members of the Operator Group.

(3) Any such notice, consent, approval, waiver or other communication will be deemed to have been given and received (i) if delivered in person, on the day on which it was delivered (or, if such day is not a Business Day or if delivery is made on a Business Day after 5:00 p.m. at the place of receipt, then on the next following Business Day), or (ii) if sent by registered mail, on the 3rd Business Day following the date of mailing; or (iii) if transmitted by e-mail, upon the sender's receipt of an acknowledgement from the intended recipient (such as by the "return receipt requested" function, as available, return e-mail or other written acknowledgement). Any party may at any time change or supplement its foregoing notice particulars from time to time by giving notice to the other party in accordance with this Section 26.01.

(4) All other documents, statements and reports required to be prepared and delivered to iGaming Ontario pursuant to this Agreement will, unless otherwise required by the iGaming Ontario Policies, each be in writing and will be prepared in such format and transmitted to iGaming Ontario by electronic delivery, as may be prescribed by iGaming Ontario from time to time, acting reasonably.

26.02 **Force Majeure**

(1) If a Force Majeure Event prevents, delays or substantially hinders either party from performing all or part of its obligations, covenants or agreements hereunder, the party affected by such Force Majeure Event may give prompt written notice thereof to the other party specifying in reasonable detail the nature of the Force Majeure Event, its expected duration and its expected effects upon the obligations, covenants and agreements of the affected party. If such notice is given and the party affected by such Force Majeure Event (i) continues to use its commercially reasonable efforts to eliminate, mitigate and protect against the effects of such Force Majeure Event and (ii) continues to perform all of its obligations, covenants and agreements hereunder to the extent that such performance is not prevented, delayed or hindered by such Force Majeure Event, then, subject to Sections 19.02(1)(d) and 20.02, (A) the party affected by such Force Majeure Event will be deemed not to be in default of its obligations, covenants or agreements hereunder to the extent that the failure to perform such obligations, covenants and agreements is attributable to such Force Majeure Event, (B) any time period within which such affected obligations, covenants or agreements are to be performed pursuant to the terms of this Agreement will be extended for the period equivalent to the period of the delay caused by the Force Majeure Event, and (C) the other party may suspend the performance of any of its obligations, covenants or agreements under this Agreement to the extent that they are dependent upon the affected obligations, covenants or agreements of the party affected by such Force Majeure Event, or to the extent such suspension is otherwise commercially reasonable in the circumstances; provided however, that, notwithstanding any provision of this Section 26.02 to the contrary, a Force Majeure Event will not relieve or excuse either party from any payment obligation hereunder. Notwithstanding the foregoing, (i) the Operator shall only be obligated to deposit Gross Gaming Revenue in accordance with Section 6.02(q) to the extent that the Operator has continued to operate the Operator Offerings despite the existence or occurrence of a Force Majeure Event, and (ii) iGaming Ontario shall only be obligated to pay the Operator Revenue Share otherwise payable to the Operator Group hereunder to the extent that the Operator Obligations have been performed and the applicable performance criteria for such Operator Obligations have been met despite the existence or occurrence of a Force Majeure Event. This Section 26.02 shall not excuse any failure by Operator Group to meet its disaster recovery and business continuity obligations under this Agreement.

26.03 **Nature of Relationship**

(1) Except as provided in Section 2.01(2), each of the Operator Group and iGaming Ontario are independent contractors with regard to this Agreement and all actions and Operator Obligations performed under this Agreement and neither the Operator Group nor iGaming Ontario will be construed to be the other party's agent or authorized, expressly or implicitly, to commit any other party to any obligation. Nothing in this Agreement will create or be construed as creating a joint venture, joint employer, partnership, employee representative, agency (except as provided in Section 2.01(2)), trust, or any other relationship between the parties other than one of independent contractor. Except as provided in Section 2.01(2), none of the Operator Group, any of its Affiliates nor any Connected Person or Subcontractor of the Operator Group will have the authority to bind, or execute any document on behalf of, iGaming Ontario in any manner whatsoever without the prior written consent of iGaming Ontario, which consent may be withheld or conditioned in the sole and absolute discretion of iGaming Ontario.

(2) All dealings by Operator Group with its creditors, employees, suppliers, Subcontractors and other similar persons shall be conducted exclusively in the applicable member of the Operator Group's name and no member of the Operator Group shall in any manner obligate iGaming Ontario on account thereof, and/or suggest to such persons that iGaming Ontario bears any obligation with respect to same, and the inclusion of portions of this Agreement in the Operator Group's arrangements with such persons will not create or imply a contractual relationship between any such person and iGaming Ontario.

(3) The Operator Group acknowledges and agrees that, notwithstanding the agency relationship between iGaming Ontario and the Operator Group contemplated by in Section 2.01(2), the Operator Group is independently responsible for complying with the Criminal Code and the Gaming Control Legislation and, as such, the Operator Group will not rely upon such agency relationship to excuse the Operator Group from any duty or obligation imposed on it by or under the Criminal Code and the Gaming Control Legislation, or any breach thereof by the Operator Group. Without limiting the foregoing, no member of the Operator Group will be entitled to rely on the agency relationship between iGaming Ontario and the Operator Group (a) as a defence to any contravention, non-compliance or breach thereof by it, or by any of its employees or Subcontractors or (b) to claim that it, or any of its employees or Subcontractors are relieved from compliance with any Order of the AGCO, including any monetary penalties, suspensions of registration or license, any revocations of license or registration or any other direction, penalty or sanction contained in such order.

26.04 **Set-Off**

Without restricting any right of set-off given or available at Applicable Law, iGaming Ontario may (a) set-off against any amount payable to the Operator Group under this Agreement, any amount payable to iGaming Ontario by the Operator Group under this Agreement or under any other agreement between iGaming Ontario and any member of the Operator Group then in effect, (b) when making any payment pursuant to this Agreement, deduct from the amount payable to the Operator Group any such amount payable to iGaming Ontario by the Operator Group that, by virtue of the right of set-off, may be retained by iGaming Ontario, and (c) at its option, draw on the Performance Security all or any portion of the amount entitled to be set-off by iGaming Ontario pursuant to this Section 26.04. Notwithstanding the foregoing, the rights of iGaming Ontario under this Section 26.04 will not be available in respect of and to the extent of amounts that are then the subject of a Dispute until such Dispute (or the portion thereof that relates to such amounts) has been resolved pursuant to the Dispute Resolution Procedure.

26.05 **Expenses**

Except as otherwise expressly provided in this Agreement, each party will pay for its own costs and expenses incurred in connection with the preparation, execution and performance of this Agreement, the agreements contemplated herein and the transactions contemplated herein and therein, including the fees and expenses of legal counsel, financial advisors, accountants, consultants and other professional advisors.

26.06 **Invalidity**

Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction will, as to that jurisdiction, be ineffective to the extent of such prohibition or unenforceability and will be severed from the balance of this Agreement, all without affecting the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction.

26.07 **Entire Agreement**

This Agreement, including the Schedules hereto, together with the agreements and other documents to be delivered pursuant hereto, constitute the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior communications, understandings and agreements, oral or written, between the parties hereto with respect thereto. There are no representations, warranties, undertakings or other agreements, express, implied or statutory, between the parties other than as expressly set forth in this Agreement.

26.08 **Governing Law; Attornment**

(1) This Agreement will be governed and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

(2) Subject to the Dispute Resolution Procedure, the parties irrevocably attorn to the exclusive jurisdiction of the courts of the Province of Ontario. Each of the parties agrees that a final judgment in any such action or proceeding will be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Each of the parties hereby irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, any objection that it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Agreement in any provincial or federal court of competent jurisdiction in the Province of Ontario. Each of the parties hereby irrevocably waives, to the fullest extent permitted by law, the defence of an inconvenient forum to the maintenance of such action or proceeding in any such court. In any proceeding, each party will accept service of process in the manner set forth for the giving of notices pursuant to Section 26.01.

26.09 **Amendments and Waivers**

No amendment to this Agreement will be valid or binding unless set forth in writing and duly executed by iGaming Ontario and the Operator. No waiver of any default or breach of any provision of this Agreement will be effective or binding unless made in writing and signed by the party purporting to give the same and, unless otherwise provided, will be limited to the specific breach waived. The Operator Group acknowledges that, notwithstanding anything to the contrary contained in this Agreement, iGaming Ontario will not give or approve any amendment or waiver that would result in a contravention of the Criminal Code or the Gaming Control Legislation.

26.10 **Public Disclosure**

Except as may be required to comply with the requirements of Applicable Law, no filing, press release or similar public announcement will be made or caused to be made concerning the execution, performance, terms and conditions of this Agreement by the Operator Group unless specifically approved in writing in advance by iGaming Ontario; provided, however, that to the extent that the Operator Group or any Affiliate thereof or any direct or indirect shareholder of the Operator Group is required by Applicable Law to make such a filing, press release or similar public announcement or communication, such filing, press release or similar public announcement will only be made by such Person after prior consultation with and written approval by iGaming Ontario acting reasonably and taking into account timelines and level of public disclosure determined to be required by such party pursuant to Applicable Law.

26.11 **Benefit of the Agreement**

This Agreement will inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties hereto.

26.12 **No Third Party Beneficiaries**

Except as provided in Section 26.11, this Agreement is solely for the benefit of (i) the Operator, and its successors and permitted assigns, with respect to the obligations of iGaming Ontario under this Agreement, and (ii) iGaming Ontario, and its successors and assigns, with respect to the obligations of the Operator Group under this Agreement; and this Agreement will not be deemed to confer upon or give to any other person any claim or other right or remedy. The Operator appoints iGaming Ontario as the trustee for the iGaming Ontario Indemnitees of the covenants of indemnification of the Operator Group with respect to such iGaming Ontario Indemnitees and iGaming Ontario accepts such appointment. iGaming Ontario appoints the Operator as the trustee for the Operator Indemnitees of the covenants of indemnification of iGaming Ontario with respect to such Operator Indemnitees and the Operator accepts such appointment.

26.13 **Time of the Essence**

Time shall be of the essence in the performance by the Operator Group and iGaming Ontario of their respective obligations under this Agreement.

26.14 Further Assurances

The parties will execute and deliver all such further documents, do or cause to be done all such further acts and things and give all such further assurances as may be necessary or desirable to give full effect to the provisions, intent and purpose of this Agreement.

26.15 Certain Remedies

Except as otherwise expressly stated herein, all rights, obligations, covenants and agreements of each party hereunder will be enforceable by the other party pursuant to the Dispute Resolution Procedure, or, subject to Applicable Law and if necessary to prevent irreparable harm, in an action before a court of equity by a decree of specific performance and appropriate injunctive relief may be applied for and granted in connection therewith in accordance with Section 26.08(2). Such remedies and any and all other remedies provided for in this Agreement will, however, be cumulative and not exclusive and will be in addition to any other remedies that any Party may have under this Agreement, and each Party will be entitled to pursue any and all of such remedies concurrently, consecutively and alternatively. For clarity, subject to Applicable Law and Section 26.08(2), nothing herein will limit the ability of a Party to seek specific performance or injunctive relief in circumstances necessary to prevent irreparable harm. In any proceeding for specific performance or injunctive relief, each party will accept service of process in the manner set forth for the giving of notices pursuant to Section 26.01.

26.16 Counterparts and Electronic Signature

This Agreement may be executed in several counterparts, each of which will be deemed to be an original and all of which will together constitute one and the same instrument. Electronic signatures will have the same legal effect as original (i.e., ink) signatures and an electronic, scanned, facsimile, or duplicate copy of any signatures will be deemed an original and may be used as evidence of execution. Delivery of an executed copy of this Agreement by electronic facsimile transmission or other means of electronic communication capable of producing a printed copy will be deemed to be execution and delivery of this Agreement as of the date set forth on the page of this Agreement.

[signature page follows]

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the date first written above.

IGAMING ONTARIO
by its authorized signatories

[•]
by its authorized signatories

non-executable

Schedule 1.01**Certain Defined Terms**

"Acknowledgment Agreement" means an agreement substantially in the form of Schedule B which has the effect of making a Person bound by all obligations, and subject to all the restrictions, to which a Party to this Agreement, as then constituted, is or would be bound.

"Act of Insolvency" means, when used in relation to any Person, that such Person, (i) becomes insolvent, makes an assignment for the benefit of its creditors, makes a proposal or takes the benefit of any law relating to bankruptcy, insolvency, reorganization or compromise of debts or other similar laws or an actual or deemed entry of an order for relief is made under any such laws in respect of any such member of the Operator Group; (ii) has a receiver, trustee or other officer with like powers appointed for all or any substantial part of its assets; (iii) has a resolution passed in respect of it or an application or petition made seeking any reorganization, arrangement, composition, cancellation, dissolution, liquidation, revocation or winding-up of it under any law relating to bankruptcy, insolvency, reorganization or compromise of debts or other similar laws; or (iv) ceases or threatens to cease to carry on business generally or admits its inability to pay or fails to pay its debts generally, except where, in the case of paragraphs (ii) or (iii), such appointment, proceedings or occurrences have been withdrawn, stayed, discharged or are otherwise of no further effect within 15 days of their occurrence or commencement.

"Affiliate" means, with respect to any Person, any other Person who directly or indirectly controls, is controlled by, or is under direct or indirect common control with, such Person, and includes any Person in like relation to an Affiliate.

"AGCO" means the Alcohol and Gaming Commission of Ontario or any successor or replacement thereof and any Governmental Authority of the Crown that has been delegated, granted or otherwise empowered with, or exercises, some of all of the same gaming-related purposes, functions or responsibilities discharged by the Alcohol and Gaming Commission of Ontario as of the date hereof.

"Agreement" means this Operating Agreement and all schedules attached hereto, including the iGaming Ontario Policies.

"Agreement Records" has the meaning set out in Section 11.01(1).

"AML Laws" means all laws and regulatory guidance or policy interpretations that apply to Casinos relating to terrorism, money laundering or bribery, government sanctions and know your client requirements, including, without limitation, the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* (Canada) (the "PCMLFA") and its regulations, the Criminal Code (Canada), the *United Nations Act*, the Regulations Implementing the United Nations Resolutions on the Suppression of Terrorism (Canada) and the United Nations Al-Qaida and Taliban Regulations (Canada) promulgated under the *United Nations Act*, and other applicable anti-money laundering, anti-terrorist financing, government sanction and know your client laws including any rules, regulations, directives, guidelines or orders promulgated, issued or enforced thereunder, all as amended, supplemented or replaced from time to time.

"Anti-Spam Legislation" means *An Act to promote the efficiency and adaptability of the Canadian economy by regulating certain activities that discourage reliance on electronic means of carrying out commercial activities, and to amend the Canadian Radio-television and Telecommunications Commission Act, the Competition Act, the Personal Information Protection and Electronic Documents Act and the Telecommunications Act* (Canada).

"Applicable Law" means:

- (a) any domestic or foreign statute, law, treaty, code, ordinance, rule, regulation, restriction or by-law, including the Criminal Code and the Gaming Control Legislation;

- (b) any judgment, order, writ, injunction, decision, ruling, decree or award, guideline, policy, standard (including any standard of the AGCO), directive or bulletin, in each case, of any Governmental Authority; and
- (c) any franchise, license, qualification, authorization, consent, exemption, waiver, right, permit or other approval, in each case, of any Governmental Authority,

in each case, in force in the Province of Ontario or otherwise binding on the person referred to in the context in which the term is used, or any provisions of any of the foregoing, including general principles of common law, civil law and equity.

"Arbitration Act" means the *Arbitration Act, 1991* (Ontario).

"Business Continuity Plan" has the meaning set out in Section 6.02(l).

"Business Day" means any day other than a Saturday, Sunday, statutory or civic holiday in the Province of Ontario or any day on which banks are generally not open for business in the City of Toronto.

"Business Interruption" means any incident or other event or series of events, whether anticipated or unanticipated, including a Force Majeure Event, that the Operator Group determine: (a) has the potential to have a material impact on the Operator Group's ability to perform the Operator Obligations for any material period of time; or (b) may result in any Operator Website being inoperable or materially impaired for a material period of time.

"Cash" means immediately available funds.

"Claim" means, other than a Player Dispute, any actual or threatened civil, criminal, administrative, regulatory, arbitral or investigative inquiry, action, suit, investigation, application, hearing, complaint, grievance, litigation, proceeding or other claim or demand of whatever nature or kind and, in each case, any claim or demand resulting therefrom.

"Confidential Information" has the meaning set out in Section 13.01.

"Connected Person" means any Control Person or any officer, director, partner, trustee, agent or representative of the Operator Group or of any Control Person or any person engaged or employed by the Operator Group or by any Control Person.

"Control" or **"Controlled"** means, when used in relation to another person, if such person possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of such other person, whether through the ownership of voting Securities, by contract or otherwise, and, without limiting the generality of the foregoing, an Issuer is Controlled by a person or persons if such person holds or beneficially owns an ownership interest representing more than 20% of the assets of any partnership, trust or other non-incorporated organization. In addition, a person or persons acting Jointly or in Concert will be deemed to Control an Issuer for the purposes of this Agreement if such person or persons holds or beneficially owns more than 20% of the voting Securities of such Issuer.

"Control Person" means any person that directly or indirectly Controls the Operator Group, but excluding any person whose securities are publicly traded and that is not under the Control of any person or combination of persons, acting Jointly or in Concert.

"Corporate Chart" means the corporate chart setting out the legal and beneficial ownership structure of the Operator Group, including the jurisdiction of formation for each member of the Operator Group, attached as Exhibit 1 to Schedule A and identified as Chart No. 1, as such corporate chart may be amended or replaced by written agreement between the parties from time to time.

“**Criminal Code**” means the *Criminal Code of Canada*.

“**Crown**” means Her Majesty the Queen in right of Ontario.

“**Cyber Asset**” means any computing hardware, software, or other computing or information technology transferred, licensed, made available, or otherwise provided by the Operator Group to iGaming Ontario that: (a) can impact the availability, integrity or confidentiality of iGaming Ontario Systems; and (b) may form part of, may be connected to, or may be used to access iGaming Ontario Systems.

“**Cyber Equipment**” means any of the Operator Group’s computing hardware, software or other computing or information technology (including the Operator Software) that will be connected to Operator Websites or iGaming Ontario Systems, or will be used to access, create, modify, store, process or transmit Gaming Data or Personal Information.

“**Cyber-Security Incident**” means (i) any security breach, incident or vulnerability impacting or otherwise involving the Operator Websites, iGaming Account, Player Profiles, Operator Software, Cyber Equipment or Cyber Assets and (ii) an Operator Information Security Incident.

“**Defence Counsel**” has the meaning set out in Section 23.03.

“**Defence Notice**” has the meaning set out in Section 23.03.

“**Disclosing Party**” has the meaning set out in Section 13.01.

“**Dispute**” has the meaning set out in Section 24.01.

“**Dispute Resolution Procedure**” means the dispute resolution procedure set out in Schedule 24.01

“**Electronic Channel**” means an electronic channel accessible via the internet and includes, but is not limited to, web-based channels (i.e. websites) and down-load based channels (i.e. applications, downloadable software clients etc.).

“**Eligible Deductions**” means, for a specified period, the aggregate amount of Withdrawable Winnings that may be deducted from Gross Gaming Revenue in accordance with Section 8.03 and the iGaming Ontario Policies.

“**Eligible iGames**” means the prescribed online lottery schemes iGaming Ontario is authorized to conduct and manage pursuant to, and as set forth in, the iGaming Ontario Act and the *Alcohol, Cannabis and Gaming Regulation and Public Protection Act, 1996* (Ontario).

“**Eligible Institution**” means any one or more of the six largest (by assets) banks listed in Schedule I of the Bank Act (Canada) or any other financial institution approved in writing by iGaming Ontario, acting reasonably, in each case, whose current long-term issuer rating is at least “A” by Standard & Poor’s Rating Service (a division of McGraw Hill Companies, Inc.) and “A2” by Moody’s Investors Services, Inc. or a similar issuer rating by another person acceptable to iGaming Ontario.

“**Emergency Personnel**” has the meaning set out in Section 3.01.

“**Event of Default**” has the meaning set out in Section 20.01.

“**Financial Administration Act**” means the *Financial Administration Act*, R.S.O. 1990, c. F.12.

“**FIPPA**” has the meaning set out in Section 13.06.

“**FIPPA Exempt Disclosure**” has the meaning set out in Section 13.08.

“Force Majeure Event” means any event, condition or circumstance beyond the control of the party claiming force majeure, but excluding (a) the inability of such party to obtain financing or any other financial inability on the part of such party, (b) any changes in any expenses or costs of such party or changes in the availability of any goods or services; (c) any act or omission of the party claiming force majeure, (d) any failure of or non-performance by any subcontractor (including any Subcontractor) regardless of cause unless such failure or non-performance is due to an event that would otherwise constitute a Force Majeure Event, (e) any event, condition or circumstance (and the effect or consequence thereof) that arises out of or results from any default, failure or delay by the party claiming force majeure to take reasonable steps to protect against, prevent or circumvent such event, condition or circumstance, and (f) any event, condition or circumstance (and the effect or consequence thereof) that arises out of or results from any of the matters set out in clauses (a) through (f) of this definition.

“Fundamental Change in Law” means the coming into force or repeal by legislative action of any Applicable Law, or any amendment or variation of any Applicable Law (in each case, without enactment or consolidation), including any final judgment or final decision of a court of competent jurisdiction that changes binding precedent of any Applicable Law, in each case, that renders this Agreement or the performance thereof invalid or illegal, other than, in each case, any of the foregoing that may be cured or remedied in accordance with Section 26.06.

“GAAP” means the generally accepted accounting principles from time to time approved by the Chartered Professional Accountants of Canada in Canada or the Accounting Principles Board of the American Institute of Certified Public Accountants in the United States or any successor entities thereto, or any other similar generally accepted accounting principles customarily applied in the Operator Groups’ home jurisdiction, applicable as at the date on which such principles are to be applied or on which any calculation or determination is to be made in accordance with generally accepted accounting principles.

“Gaming Bank Roll” means, collectively, the Cash floats supplied by the Operator Group to be retained in connection with each Operator Website in such amounts as are required from time to time for the purposes of paying all Winnings and to otherwise provide for the proper, secure and efficient operation of the Operator Website(s) and Operator Offerings.

“Gaming Control Legislation” means, collectively, the *Alcohol and Gaming Commission of Ontario Act, 2019* (Ontario), the *Gaming Control Act 1992* (Ontario), the *Alcohol, Cannabis and Gaming Regulation and Public Protection Act, 1996* (Ontario), including, in each case, any guideline, policy, standard, directive or bulletin thereunder, in each case, in force in the Province of Ontario or otherwise binding on the person referred to in the context in which the term is used.

“Gaming Data” means all gaming-related data and information that is from time to time during the Term generated, captured, organized and/or transmitted by or in connection with the operation of any Operator Offering, including the Transactional Gaming Data, but, in all cases, excluding any Operator Analytics.

“GGR Data” means the information and data specified in the iGaming Ontario Policies relating to the aggregate Gross Gaming Revenues received by the Operator Group, over the course of a specified Operating Week.

“Governmental Authority” means the government of Canada or of any other nation, or any political subdivision thereof, whether provincial, territorial, state, municipal or local, and any governmental, executive, legislative, judicial, administrative or regulatory agency, department, ministry, authority, instrumentality, commission, board, bureau or similar body, whether federal, provincial, territorial, state, municipal or local, and whether foreign or domestic, in each case, having jurisdiction in the relevant circumstances, other than iGaming Ontario.

“Governmental Consent” means any license, right, permit, franchise, privilege, registration, direction, decree, consent, order, permission, approval or authority issued or provided, or to be issued or provided, by any Governmental Authority, including directives issued by the AGCO.

“**Gross Gaming Revenue**” or “**GGR**” means, for a specified period, the aggregate amount of all Cash collected or otherwise received by the Operator Group from Players for participating in or for the right to participate in any Operator Offering (including all accepted wagers, rake fees, tournament fees and other fees), less: (i) the aggregate amount of all paid Winnings; and (ii) all Eligible Deductions.

“**HST**” means the goods and services tax/harmonized sales tax imposed pursuant to Part IX of the *Excise Tax Act* (Canada).

“**iGaming Account**” means an account that is required to be established by a Player with the Operator Group in order to allow the Player to access any Eligible iGame.

“**iGaming Launch Date**” has the meaning set out in Schedule A.

“**iGaming Ontario**” means iGaming Ontario, a corporation without share capital established pursuant to the iGaming Ontario Act and which is for all its purposes an agent of the Crown.

“**iGaming Ontario Act**” means Ontario Regulation 722/21 made under the *Alcohol and Gaming Commission of Ontario Act, 2019* (Ontario).

“**iGaming Ontario Bank Account**” means the iGaming Ontario bank account at an Eligible Institution as designated in writing to the Operator by iGaming Ontario.

“**iGaming Ontario Indemnitees**” has the meaning set out in Section 23.01.

“**iGaming Ontario Intellectual Property**” has the meaning set out in Section 12.01.

“**iGaming Ontario Personal Information**” has the meaning set out in Section 13.06.

“**iGaming Ontario Policies**” has the meaning set out in Section 7.01(1).

“**iGaming Ontario Records**” has the meaning set out in Section 13.06.

“**iGaming Ontario Systems**” means iGaming Ontario networks, information systems, or any components thereof.

“**Indemnification Cap**” has the meaning set out in Schedule A.

“**Indemnitee**” has the meaning set out in Section 23.03.

“**Indemnitor**” has the meaning set out in Section 23.03.

“**Information Security Incident**” means the unauthorized or unlawful loss, destruction, access, use, disclosure or modification of, or inability to access (including encryption of) any iGaming Ontario Records, Agreement Records, Gaming Data, Player Profiles, or Personal Information (including iGaming Ontario Personal Information), in each case, regardless of how, where, or by whom such loss, destruction, access, use, disclosure or modification was initiated or caused and whether or not any result was intended.

“**Initial Term**” has the meaning set out in Section 17.01.

“**Intellectual Property**” means all trade names, brand names, business names, trade-marks (including logos), trade-mark registrations and applications, works, service marks, service mark registrations and applications, trade dress rights, copyrights, copyright registrations and applications, inventions, issued patents and pending applications and other patent rights, industrial designs, industrial design registrations and applications and other industrial design rights, integrated circuit topographies, mask works, rights to use Internet domain names and URLs, trade secrets, know-how, policies, equipment and parts lists and

descriptions, instruction manuals, inventions, inventors' notes, research data, unpatented blue prints, drawings and designs, formulae, processes, technology, software and all source and object code versions thereof and all related documentation, all data bases, flow charts, service/operator manuals, internal control manuals and any enhancements, modifications or substitutions thereof and other intellectual property, together with all rights under licenses, registered user agreements, technology transfer agreements and other agreements or licenses or instruments relating to any of the foregoing.

"**Issuer**" has the meaning set out in the *Securities Act* (Ontario).

A person is acting "**Jointly or in Concert**" with every person who, in the reasonable opinion of iGaming Ontario, as a result of any agreement, commitment or understanding, whether formal or informal, written or unwritten, with the first person or any Affiliate thereof, acquires or offers to acquire or agrees to vote or refrain from voting or otherwise deal with any securities of such person.

"**Losses**" means all losses, damages, penalties, deficiencies, obligations, liabilities (whether accrued, actual, contingent, latent or otherwise), assessments, Taxes, judgements, awards, orders, decrees, rulings, settlements, dues, fines, costs, fees and expenses (including interest, court costs and reasonable fees and expenses of lawyers, accountants and other experts and professionals, and all costs and expenses incurred in any investigation, collection, prosecution or defence of any Claim).

"**Lottery Scheme**" has the meaning set out in the Criminal Code.

"**Market Insight Data**" means Player Information, Gaming Data, and any other data that is used to develop insights in market activity and trends in the regulated and authorized Ontario iGaming market.

"**Marketing and Advertising**" means all materials, processes, measures, actions and techniques used to promote, sell or raise awareness of the Operator Group's brand, products or services (including the Operator Websites and Operator Offerings) through any channel or method to existing or prospective eligible consumers in Ontario.

"**Material Adverse Effect**" means any change, event, circumstance, occurrence, violation, inaccuracy, misrepresentation failure, breach, Claim, Loss or other matter that (alone or in combination) is or could reasonably be expected to be (i) materially adverse to the business, assets, liabilities, financial condition, results of operations or prospects of iGaming Ontario, (ii) contrary to the public good in any material respect or materially adverse or materially prejudicial to the reputation or integrity of iGaming Ontario, the regulated and authorized iGaming market or the Crown, or (iii) adverse or prejudicial to iGaming Ontario's authority to conduct and manage Eligible Games.

"**Monitoring Event**" has the meaning set out in Section 19.01.

"**Multi-Party Committee**" has the meaning set out in Section 9.01.

"**Notice of Default**" has the meaning set out in Schedule 24.01.

"**Operating Period**" means the period commencing at the first moment in time (Toronto time) on the date hereof and ending at the last moment in time (Toronto time) on the last day of the Term.

"**Operating Week**" has the meaning set out in the iGaming Ontario Policies.

"**Operating Year**" means each period commencing on April 1 of a calendar year during the Operating Period and ending on March 31 of the immediately following calendar year during the Operating Period; provided, however, that (i) the first Operating Year will be the period commencing on the date of this Agreement and ending on the immediately following March 31, and (ii) if this Agreement expires or otherwise terminates on a date other than March 31 in any calendar year, then the last Operating Year will

be the period commencing on the April 1 that immediately precedes the effective date of such expiry or termination and ending on the effective date of such expiry or termination.

“**Operator**” means the Person identified as the “Operator” in the Recitals.

“**Operator Affiliate**” means any Affiliate of the Operator.

“**Operator Analytics**” means the results of any data analytics, studies, and other analyses conducted by or on behalf of the Operator Group for the Operator Group’s own use and containing or based upon, in whole or in part, all or any part of the Gaming Data, except to the extent any such data analytics, studies, or other analyses are required to be conducted by the Operator Group pursuant to this Agreement or the iGaming Ontario Policies.

“**Operator Annual Financial Statements**” has the meaning set out in Section 10.01.

“**Operator Bank Account**” mean the bank account designated in writing by the Operator.

“**Operator Emergency Contact Information**” has the meaning set out in Section 3.01.

“**Operator Emergency Contacts**” has the meaning set out in Section 3.01.

“**Operator Group**” means, collectively and individually, the Operator and, if applicable, each Operator Affiliate from time to time that operates an Operator Website.

“**Operator Head Office**” means the address set forth on Schedule A.

“**Operator Indemnitees**” has the meaning set out in Section 23.02.

“**Operator Information Security Incident**” means an Information Security Incident involving the unauthorized or unlawful loss, destruction, access, use, disclosure or modification of, or inability to access (including encryption of), any Gaming Data, Personal Information (including iGaming Ontario Personal Information), iGaming Ontario Records, Agreement Records, Player Profiles, in each case, that was in the care, custody and control of any member of the Operator Group or any Subcontractor.

“**Operator Intellectual Property**” has the meaning set out in Section 12.02(1).

“**Operator Material Adverse Impact**” means any change, event, circumstance, occurrence, violation, inaccuracy, misrepresentation, failure, breach, Claim, Loss or other matter that (alone or in combination) is materially adverse to the business, assets, liabilities, financial condition, results of operations or prospects of the Operator Group.

“**Operator Obligations**” means (i) all obligations, covenants and agreements of the Operator Group set out in this Agreement, and (ii) all services, functions, duties and responsibilities that are reasonably inherent, necessary or customarily performed or provided in connection with, or that are necessary for, the proper and secure operation of the Operator Websites and Operator Offerings or otherwise in connection with the performance of the obligations, covenants and agreements of the Operator Group set out in this Agreement.

“**Operator Offerings**” means the Eligible iGames offered to Players and operated by the Operator Group, on the Operator Website(s) on behalf of and as agent for iGaming Ontario in accordance with the terms of this Agreement.

“**Operator Personnel**” means the employees, agents, representatives and independent contract personnel of the Operator Group or of any Subcontractor who perform any Operator Obligations for or on behalf of the Operator Group, including the Emergency Personnel.

“**Operator Personnel Obligations and Liabilities**” has the meaning set out in Section 3.02.

“**Operator Revenue Share**” has the meaning set out in Section 8.01.

“**Operator Revenue Share Payments**” has the meaning set out in Schedule 8.01.

“**Operator Software**” means all databases, systems, programs, applications and other software that is used by the Operator Group in connection with the operation of the Operator Website, or which is otherwise necessary to access or retrieve any Gaming Data or Player Information.

“**Operator Website**” means an Electronic Channel through which the Operator Group provides Operator Offerings to Players for and on behalf of iGaming Ontario in accordance with the terms of this Agreement and Applicable Law, and “**Operator Websites**” means, as applicable, any or all of them.

“**Party**” means a party to this Agreement and any reference to a Party includes its successors and permitted assigns and “**Parties**” means every Party.

“**PCMLTFA**” means *the Proceeds of Crime (Money Laundering and Terrorist Financing Act)*.

“**Performance Security**” has the meaning set out in Section 18.01(1).

“**Performance Security Amount**” has the meaning set out in Section 18.01.

“**Person**” or “**person**” means any corporation, incorporated association, incorporated syndicate or other incorporated organization, an individual, partnership, unincorporated association, unincorporated syndicate, unincorporated organization, trust, trustee, executor, administrator, or other legal representative.

“**Personal Information**” means information about an identifiable individual and includes any information that constitutes personal information within the meaning of one or more Privacy Laws.

“**Personnel and Subcontractor Obligations and Liabilities**” means, collectively, all Operator Personnel Obligations and Liabilities and all Subcontractor Obligations and Liabilities.

“**PIPEDA**” means the Personal Information Protection and Electronic Documents Act (Canada).

“**Player**” means any person physically located in Ontario who, at the applicable time, has (i) attained the legal age to participate in the applicable Eligible iGame under Applicable Law and (ii) paid the prescribed consideration (if any) and, if and as applicable, has otherwise satisfied the conditions prescribed under Applicable Law in order to participate in the applicable Eligible iGame.

“**Player Disputes**” means any dispute or complaint advanced by a Player relating to or arising from the Operator Offerings and includes any issues and complaints that may pose a risk of harm to Players or disputes with respect to the payment of Winnings, but for greater certainty, does not include any matters pertaining to the interpretation of or compliance with the Registrar’s Standards for Internet Gaming.

“**Player Information**” means the information set forth in each Player Profile.

“**Player Profile**” has the meaning set forth in the iGaming Ontario Policies.

“**Pre-Existing Customer**” means any Ontario-based patron that has an existing player account on an Operator Website established prior to the Operating Period.

“**Primary Operator Emergency Contact**” has the meaning set out in Section 3.01.

“Privacy Laws” means all Applicable Law governing the collection, use, disclosure and retention of Personal Information, including the PIPEDA and FIPPA.

“Prize” means any thing that is awarded to a Player other than Cash as a consequence of participating in any Operator Offering on any Operator Website and the satisfaction by the Player of the conditions prescribed under Applicable Law that are necessary to entitle the Player to the receipt of a Prize.

“Promotional Play” means the right to participate in any Eligible iGame on an Operator Website that is provided to a Player without charge or at a reduced cost or results in a Player being entitled to greater Winnings than they otherwise would be as a result of a permitted promotional or Marketing and Advertising activity.

“Provincial Entity” means the Crown or any agency, ministry, department or Affiliate thereof, including iGaming Ontario and the AGCO.

“Receiving Party” has the meaning set out in Section 13.01.

“Registered Operator” means a Person registered as an “operator” with the AGCO as defined in Ontario Regulation 78/12.

“Related to the Operator” means a person not dealing at arm’s length with the Operator Group (as the term “arm’s length” is defined in the *Income Tax Act* (Canada)).

“Responsible Gambling Proceeding” has the meaning set out in Section 23.03(6).

“Revenue Agreement” means the 2008 Gaming Revenue Sharing And Financial Agreement dated February 19, 2008 among the Province, OLG and Ontario First Nations Limited Partnership and Ontario First Nations (2008) Limited Partnership or any such agreement reached between iGaming Ontario and Ontario First Nations (2008) Limited Partnership.

“RG Campaigns” has the meaning set out in the iGaming Ontario Policies.

“Secondary Operator Emergency Contact” has the meaning set out in Section 3.01.

“Secured Party” has the meaning set out in Section 22.02.

“Securities Act” means the *Securities Act* (Ontario).

“Security” has the meaning given to such term in the Securities Act.

“Subcontract” means any agreement or arrangement entered into with any Subcontractor to provide the Operator Obligations to or for the benefit of any member of the Operator Group.

“Subcontractor” means any subcontractor, agent or supplier of the Operator Group that provides any permitted portion of the Operator Obligations to or for the benefit of any member of the Operator Group.

“Subcontractor Obligations and Liabilities” has the meaning set out in Section 3.04(1).

An Issuer will be a **“Subsidiary”** of another Issuer if:

- (a) it is Controlled by:
 - (i) that other Issuer;
 - (ii) that other Issuer and one or more Issuers Controlled by that Issuer; or

- (iii) two or more Issuers Controlled by that other Issuer; or
- (b) it is a Subsidiary of a Subsidiary of that other Issuer.

“Suspension Event” has the meaning set out in Section 19.02(1).

“Tax” or **“Taxes”** means all federal, state, provincial, territorial, county, municipal, local or foreign taxes, charges, fees, levies, imposts and other assessments, including all income, sales, use, goods and services, HST, value added, capital, capital gains, alternative, net worth, transfer, profits, withholding, payroll, employer health, excise, franchise, real property and personal property taxes, and any other taxes, customs duties, fees, assessments, royalties, duties, deductions, compulsory loans or similar charges in the nature of a tax, including Canada Pension Plan contributions and equivalent contributions under provincial or foreign Applicable Law, employment insurance premiums and workers compensation premiums, together with any instalments, and any interest, fines, penalties, or addition to tax imposed by any governmental Authority, whether disputed or not.

“Tax Act” means the *Income Tax Act* (Canada).

“Term” has the meaning set out in Section 17.01.

“Termination Date” means the date 5 years from the iGaming Launch Date.

“Third Party Claim” means a Claim made against any person entitled to indemnification under this Agreement by any person who is not a party to this Agreement.

“Transactional Gaming Data” means the Player and gaming-related data and information that is generated, captured, organized, transmitted or stored by the Operator Group in connection with the operation of Operator Offerings, including the Player activity data and gaming activity data and information described more particularly described in the iGaming Ontario Policies, but in all cases excluding any Operator Analytics.

“Weekly GGR Deposit” has the meaning set out in Section 6.02(q).

“Weekly GGR Reconciliation Process” means the reconciliation performed by iGaming Ontario on a weekly basis for the immediately preceding Operating Week to verify that the Weekly GGR Deposit matches the GGR Data provided by the Operator for such Operating Week.

“Winnings” means the amount of money (including, if applicable, the original amount deposited and the market value of any Prize) payable to a Player as a consequence of participating in any Operator Offering on any Operator Website and the satisfaction by the Player of the conditions prescribed under Applicable Law that are necessary to entitle the Player to the payment of such money (including the Cash equivalent of a Prize where a Player so elects).

“Withdrawable Winnings” means Winnings resulting from or connected to Promotional Play that are freely withdrawable by Players without restrictions or deductions in connection with any Promotional Play terms and conditions.

“Withheld Taxes” has the meaning set out in Section 8.04(3)

Schedule 8.01**Operator Revenue Share****1. Calculation and Payment of the Operator Revenue Share**

(1) Subject to adjustment in accordance with Section 1(2) of this Schedule 8.01, the Operator Revenue Share shall be an amount equal to 80% of Gross Gaming Revenues (such percentage, the "**Operator Revenue Share Percentage**").

(2) From and after the date that is 18 months after the iGaming Launch Date, and upon 90 days written notice to the Operator, iGaming Ontario may, in its sole and absolute discretion, increase or decrease the Operator Revenue Share Percentage; provided, however that at no time during the Term shall the Operator Revenue Share Percentage be reduced below 75%.

(3) Promptly upon completion of the Weekly GGR Reconciliation Process for each Weekly GGR Deposit, iGaming Ontario will initiate, or cause to be initiated, by way of electronic transfer of Canadian dollar funds to the Operator Bank Account, the Operator Revenue Share in respect of such Weekly GGR Deposit (each such payment, a "**Operator Revenue Share Payment**"). The aggregate amount of all Operator Revenue Share Payments in respect of any Operating Year is referred to as the "**Aggregate Operator Revenue Share**".

(4) The Operator acknowledges and agrees that: (i) iGaming Ontario is under no obligation to make inquiries or to verify or confirm the accuracy of the Operator Bank Account information provided to iGaming Ontario under the apparent authority of the Operator and iGaming Ontario may rely solely upon the account/routing/transit number or similar identifying number provided to iGaming Ontario by the Operator; (ii) no Operator Revenue Share Payment shall be initiated prior to the completion of the Weekly GGR Reconciliation Process; (iii) failure to provide GGR Data in the manner and format set forth in the iGaming Ontario Policies and/or any Operator errors or omissions in the reporting of GGR Data may delay the Weekly GGR Reconciliation Process and, as a result, the Operator's receipt of Operator Revenue Share Payments in whole or in part; and (iv) iGaming Ontario's obligation with respect to the payment of Operator Revenue Share Payments is solely to cause the initiation of the electronic transfer of funds to the Operator Bank Account, and depending on the geographic location of the Operator Bank Account and the particular financial institution at which the Operator Bank Account is established, there may be bank-related processing and clearing delays, additional processing fees, currency conversion fees (including costs and potential losses associated with the Operator's financial institution's prevailing currency conversion rates at the time of Operator Revenue Share Payments) or other similar charges imposed by the Operator's financial institution over which iGaming Ontario has no control and for which iGaming Ontario shall bear no responsibility or liability (under any theory of liability). The Operator agrees to reimburse iGaming Ontario promptly upon iGaming Ontario's request for all international wire transfer charges, transfer fees and other similar charges incurred by iGaming Ontario in connection with the payment of Operator Revenue Share Payments.

(5) If the audited reconciliation of Gross Gaming Revenue against Aggregate Operator Revenue Share delivered to iGaming Ontario pursuant to Section 10.01(3) of the Agreement reveals an overpayment or underpayment of the Operator Revenue Share, the Operator Revenue Share shall be adjusted accordingly in accordance with Section 8.02 of the Agreement.


(6) If at any time an audited reconciliation of Gross Gaming Revenue to Aggregate Operator Revenue Share delivered to iGaming Ontario pursuant to Section 10.01(3) of the Agreement reveals an overpayment of the Aggregate Operator Revenue Share in an amount equal to or greater than 10% of the Operator Revenue Share properly payable to the Operator during the Operating Year, iGaming Ontario may, in its sole and absolute discretion and without prejudice to any other right or remedy available to it, (i) increase the level of monitoring of the Operator in accordance with Article 19 of the Agreement or (ii) suspend the Operator in accordance with Article 19 of the Agreement.

Schedule 12.03

Trade-Marks

Trademark	Application No.	Application Date
IGAMING ONTARIO	0927134	2021-07-06
PLAY WITH CONFIDENCE	0927123	20 1-07-06
IGAMING ONTARIO PLAY WITH CONFIDENCE & DESIGN  ONTARIO iGaming Play with confidence	0927135	2021-07-06
JEUX EN LIGNE ONTARIO JOUEZ EN TOUTE CONFIANCE & DESIGN  ONTARIO Jeux en ligne Jouez en toute confiance	0927124	2021-07-06
JEUX EN LIGNE ONTARIO & DESIGN  ONTARIO Jeux en ligne	0927125	2021-07-06
JEUX EN LIGNE ONTARIO	0927128	2021-07-06
JOUEZ EN TOUTE CONFIANCE	0927131	2021-07-06
IGAMING ONTARIO & DESIGN	0927132	2021-07-06

		
IJEUX ONTARIO	2100214	2021-04-15
IGAMING ONTARIO & DESIGN 	2117877	2021-07-01
IGAMING ONTARIO	2100212	2021-04-15
JEUX EN LIGNE ONTARIO	2117874	2021-07-01
PLAY WITH CONFIDENCE	2117875	2021-07-01
JOUEZ EN TOUTE CONFIANCE	2117876	2021-07-01
JEUX EN LIGNE ONTARIO & DES GN 	2117879	2021-07-01
IGAMING ONTARIO PLAY WITH CONFIDENCE & DES GN 	2117880	2021-07-01
JEUX EN LIGNE ONTARIO JOUEZ EN TOUTE CONFIANCE & DESIGN	2117881	2021-07-01

 <p>Jeux en ligne ONTARIO Jouez en toute confiance</p>		
--	--	--

non-exécutable

Schedule 24.01**Dispute Resolution Procedure****1. General**

- (a) The parties agree that at all times, both during and after the Term, each of them will make reasonable efforts to:
- (i) meet to pursue resolution of Disputes through discussion and negotiations. All information exchanged during these meetings shall be on a without prejudice basis; and
 - (ii) resolve all Disputes through discussions at the appropriate level of management before engaging the Dispute Resolution Procedure described in sections 2 to 6 (inclusive) of this Schedule.
- (b) If a dispute arises and the parties do not resolve some or all of the dispute through discussions and negotiations within 20 Business Days of the commencement of discussions, then at any time after the expiry of such period of time either party may deliver to the other party in accordance with Section 26.01 a written notice of dispute (a "**Notice of Dispute**"), which Notice of Dispute will initiate the Dispute Resolution Procedure described in sections 2 to 5 (inclusive) of this Schedule. To be effective, the Notice of Dispute must state that it is a Notice of Dispute, set out the particulars of the matter in dispute, describe the remedy or resolution sought by the party issuing the Notice of Dispute and be signed by an authorized representative of iGaming Ontario, if given by iGaming Ontario, or by an authorized representative of the Operator Group, if given by the Operator.

2. Amicable Resolution by senior management

- (a) Following receipt of a Notice of Dispute by either party, senior management personnel for both parties will promptly and diligently make reasonable bona fide efforts to resolve the Dispute.
- (b) Each party's senior management personnel will have reasonable decision making authority with respect to their respective party and will provide to the other party's senior management personnel, on a without prejudice basis, frank, candid and timely disclosure of relevant facts, information, documents and submissions (other than legally privileged information and other than information the parties reasonably may redact to protect trade secrets and confidential commercial, financial, scientific and technical information the disclosure of which could (i) in the case of disclosure by the Operator Group, reasonably be expected to prejudice the economic interests of the Operator Group or its competitive position or (ii) in the case of disclosures by iGaming Ontario, reasonably be expected to prejudice the economic interests of iGaming Ontario or its competitive position or reasonably be expected to be injurious to the financial interests of the Government of Ontario or the ability of the Government of Ontario to manage the economy of Ontario) as reasonably may be required or as reasonably requested by the other party to facilitate the resolution of the Dispute; provided, however, that, unless the disclosing party otherwise consents in writing, any such disclosed facts, information, documents and submissions may be received only by the senior management personnel and the senior officers of the receiving party and the receiving party's professional advisors, and must be used by them solely for the purpose of the resolution of the Dispute in respect of which such facts, information, documents and submissions were disclosed.

3. Resolution by Non-Binding Mediation

If, following the process referred to in section 2 of this Schedule (or as otherwise agreed to in writing by the parties pursuant to section 6(e) of this Schedule), a Dispute is not resolved pursuant to section 2 of this schedule within 15 Business Days after the referral of such Dispute to the senior management personnel, or within such longer period of time as the senior management personnel for each party may unanimously agree in writing, then at any time after the expiry of such period of time the parties will attempt to resolve such Dispute by non-binding and without prejudice mediation pursuant to this section 3 of this Schedule; provided, however, that, notwithstanding the foregoing, if either party gives written notice to the other party at any time prior to the joint appointment of a mediator pursuant to section 3(a) of this Schedule that such party does not wish to attempt the resolution of such Dispute by such non-binding mediation, then such Dispute will instead be resolved by Arbitration pursuant to section 5 of this Schedule, as applicable.

- (a) Any mediation pursuant to this Schedule will be conducted by a single mediator appointed jointly by the parties as soon as possible and in any event within 5 Business Days after the date on which the parties agree in writing to attempt to resolve the Dispute by mediation (or within such longer period of time as the parties may agree in writing)
- (b) All mediators must have qualifications and experience relevant to the issues in the Dispute and also have qualifications and experience as mediators.
- (c) No one will be appointed to act as a mediator who is or was at any time during the 5-year period prior to such proposed appointment in any way interested, financially or otherwise, in the Operator Obligations or in the business affairs of iGaming Ontario or the Operator Group.
- (d) The parties agree that the mediator will have the authority to implement the process for mediation, subject to the terms of this Agreement. The parties agree that the role of the mediator is to facilitate without prejudice discussions between the parties in order to resolve the Dispute.
- (e) Any facts, information, documents and submissions disclosed by one party to the other in the course of the mediation may be received only by the senior officers of the receiving party (or such other persons designated in writing by the receiving party) and the receiving party's professional advisers, and must be used by them solely for the purpose of the resolution of the Dispute in respect of which such facts, information, documents and submissions were disclosed.
- (f) The place of mediation will be Toronto, Ontario. The language of the mediation will be English.
- (g) Each party will bear its own costs related to the mediation. The costs and disbursements of the mediator will be borne equally by the parties.
- (h) The mediation will not be binding on the parties. Under no circumstances will the mediator have the authority or jurisdiction to make orders or directions that bind the parties or affect the parties' respective rights and obligations under this Agreement.
- (i) The parties agree to proceed with the mediation expeditiously given the nature of the Dispute.
- (j) The Agreement constitutes an agreement to undertake non-binding mediation that will be specifically enforceable.
- (k) Any mediator appointed pursuant to this section 3 of this Schedule will keep all information

about the Dispute confidential and will not disclose such information to anyone other than the parties.

4. Referral of Disputes to Arbitration

If the parties fail to resolve any Dispute through the process referred to in sections 2 or 3 of this Schedule, then either party who has complied with sections 2 or 3 of this Schedule, as relevant, may, by written notice signed by an authorized representative of such party, require that such Dispute be resolved by arbitration pursuant to section 5 of this Schedule and not by any other means. Such notice will not be effective unless it states that it is a notice to arbitrate, is signed by an authorized representative of the party giving such notice and is delivered to the other party in accordance with Section 26.01 within 15 Business Days after the expiry of the period provided above for the resolution of such Dispute by senior management (or such other period as may be agreed or expressly stipulated in respect of the relevant matter), and provided further that such notice identifies the specific Dispute that is to be the subject of the arbitration.

5. Resolution by Arbitration

- (a) Disputes referred to arbitration in accordance with this Schedule will be resolved by:
 - (i) an arbitration panel composed of three arbitrators appointed by the parties jointly as soon as possible and in any event within 15 Business Days after delivery of the notice to arbitrate pursuant to section 4 of this Schedule (or within such longer period of time as the parties may agree in writing); or
 - (ii) if the parties fail to agree or jointly appoint an arbitration panel in accordance with section 5(a)(i) of this Schedule, an arbitration panel composed of three arbitrators being: one arbitrator appointed by iGaming Ontario within the next 5 Business Days (or within such longer period of time as the parties may agree in writing); one arbitrator appointed by the Operator within the same 5 Business Days (or within such longer period of time as the parties may agree in writing); and a third arbitrator jointly appointed by the two appointed arbitrators within the next 5 Business Days (or within such longer period of time as the parties may agree in writing).
- (b) If the parties do not jointly appoint an arbitration panel in accordance with section 5(a)(i) of this Schedule and either party fails to appoint an arbitrator for the arbitration panel in accordance with section 5(a)(ii) of this Schedule (or if the arbitrators appointed by iGaming Ontario and the Operator fail to appoint a third arbitrator in accordance with section 5(a)(ii) of this Schedule), then only a party that has acted in accordance with section 5 of this Schedule may proceed to apply to the Ontario Superior Court of Justice for the appointment of an arbitration panel in accordance with the Arbitration Act (as amended from time to time).
- (c) All arbitrators must have qualifications and experience relevant to the issues in the Dispute and also have qualifications and experience as arbitrators.
- (d) No one will be nominated or appointed to act as an arbitrator who is or was at any time during the 5-year period prior to such proposed appointment in any way interested, financially or otherwise, in any member of the Operator Group or the Operator Obligations or in the business affairs of iGaming Ontario or the Operator Group.
- (e) The arbitrator panel must resolve any Dispute in accordance with this Agreement.
- (f) Subject to the terms of this Agreement, the arbitration panel will have the jurisdiction and power to:

- (i) amend or vary any and all rules under the Arbitration Act (as amended from time to time) including rules relating to time limits, either by express agreement of the parties or, failing such agreement, as the arbitration panel considers appropriate and necessary in the circumstances to resolve the Dispute and render an award;
 - (ii) require some or all of the evidence to be provided by affidavit;
 - (iii) hold an oral hearing at which evidence and submissions are presented by the parties;
 - (iv) direct either or both parties to prepare and provide the arbitration panel with such facts, information, documents and submissions as the arbitration panel may require (other than legally privileged information and other than information the parties reasonably may redact to protect trade secrets and confidential commercial, financial, scientific and technical information the disclosure of which could (i) in the case of disclosure by the Operator Group reasonably be expected to prejudice the economic interests of the Operator Group or its competitive position or (ii) in the case of disclosures by iGaming Ontario, reasonably be expected to prejudice the economic interests of iGaming Ontario or its competitive position or reasonably be expected to be injurious to the financial interests of the Government of Ontario or the ability of the Government of Ontario to manage the economy of Ontario) to assist such arbitration panel in the resolution of the Dispute and rendering of an award; provided, however, that, unless the disclosing party otherwise consents in writing, any such disclosed facts, information, documents and submissions may be received only by the senior officers of the receiving party (or such other persons designated in writing by the receiving party) and the receiving party's professional advisors and must be used by them solely for the purpose of the resolution of the Dispute in respect of which such facts, information, documents and submissions were disclosed;
 - (v) subject to privilege, require either party to supply or prepare for examination by the arbitration panel and, if the other party, any document or information the arbitrator considers necessary;
 - (vi) to the extent permitted by Applicable Law, inspect all or any part of any member of the Operator Group and the Operator Obligations, giving reasonable notice to each party of the time when, and the place where, the arbitration panel intends to conduct any inspections;
 - (vii) award any remedy or relief that a court or judge of the Ontario Superior Court of Justice could order or grant subject to and in accordance with this Agreement, including interim orders, interim and permanent injunctions, and specific performance;
 - (viii) require either or both parties to perform such tests and audits, and to provide the results thereof to the arbitrator, and to take any and all such other measures or steps as the arbitrator consider necessary or desirable to aid the arbitration panel in making a fair and reasonable award; and
 - (ix) require such further and other procedural processes as the arbitration panel determines in its discretion are reasonably necessary to permit a fair, just and expeditious resolution of the Dispute.
- (g) The place of arbitration will be Toronto, Ontario. The language of the arbitration will be English.

- (h) The costs of an arbitration are in the discretion of the arbitration panel which, in addition to any jurisdiction and authority under Applicable Law to award costs, has the jurisdiction and authority to make an order for costs on such basis as the arbitrator considers appropriate in the circumstances, including to award actual legal fees and disbursements and expert witness fees, and to specify or order any or all of the following:
- (i) the party entitled to costs;
 - (ii) the party who must pay the costs;
 - (iii) the amount of the costs or how that amount is to be determined; and
 - (iv) how all or part of the costs must be paid.
- (i) In exercising discretion to award costs, however, the arbitration panel will take into account the desire of the parties that costs should generally be awarded to each party in proportion to the relative success that each party has in the arbitration.
- (j) Any award of the arbitration panel will be final and binding upon both parties, and both parties expressly waive all rights of appeal or judicial review in connection with any award of the arbitrator, including review under the Arbitration Act. Judgment may be entered upon a final award in accordance with Applicable Law in the Ontario Superior Court of Justice and enforced as a judgment of that court.
- (k) The parties agree to proceed with the arbitration expeditiously, including in respect of any hearing, in order that an award may be rendered as soon as practicable by the arbitration panel, given the nature of the Dispute. The arbitration panel will render a decision as soon as possible and, in any event, will use all reasonable efforts to render a decision no later than 20 Business Days after the date of the hearing, or such longer period of time as agreed to in writing by the parties.
- (l) The Agreement, including this Schedule, constitutes an agreement to arbitrate that will be specifically enforceable.
- (m) Any arbitrator appointed pursuant to this section 5 of this Schedule will keep all information about the Dispute confidential and will not disclose such information to anyone other than the parties.

6. **Miscellaneous**

- (a) iGaming Ontario and the Operator Group will carry out their respective obligations under this Agreement during the pendency of any Disputes. If during the pendency of any Dispute, it is considered necessary or advisable by iGaming Ontario to proceed in respect of the matter in Dispute (including any payment obligation of the Operator Group relating thereto), then without prejudice to either party's rights in respect of the Dispute, the Operator Group will proceed in accordance with the direction of iGaming Ontario.
- (b) Nothing contained in this Schedule will prevent the parties from seeking interim protection from the courts of the Province of Ontario, including seeking a specific performance or injunction as contemplated by Section 26.15 of the Agreement, if necessary to prevent irreparable harm to a party. Further, without limiting any other provision of this Agreement, iGaming Ontario will be entitled to request an accounting of the Operator Group in connection with any Dispute.
- (c) The Operator will indemnify and save harmless each of the iGaming Ontario Indemnitees,

and iGaming Ontario will indemnify and save harmless each of the Operator Indemnitees, in each case, in respect of any Losses or Claims suffered or incurred on amounts agreed to be paid pursuant to the resolution of a Dispute and on the amount of any award or judgment made pursuant to the provisions of this Schedule.

- (d) The Operator Group will ensure that any and all documents and other information in the possession or control of any member of the Operator Group (other than legally privileged information and other than information the parties reasonably may redact to protect trade secrets and confidential commercial, financial, scientific and technical information the disclosure of which could (i) in the case of disclosure by the Operator Group, reasonably be expected to prejudice the economic interests of the Operator or its competitive position or (ii) in the case of disclosures by iGaming Ontario, reasonably be expected to prejudice the economic interests of iGaming Ontario or its competitive position or reasonably be expected to be injurious to the financial interests of the Government of Ontario or the ability of the Government of Ontario to manage the economy of Ontario) and that may be necessary for the resolution of a Dispute are made available in a timely manner to iGaming Ontario.
- (e) The parties may, by written agreement, on a Dispute by Dispute basis:
- (i) extend or abridge any or all timelines set out in this Schedule;
 - (ii) agree to waive or by-pass any one or more of the Dispute Resolution Procedures set out in this Schedule and, instead, proceed directly to resolution of the Dispute by arbitration or litigation pursuant to this Schedule; and
 - (iii) agree to resolve a Dispute by litigation rather than arbitration notwithstanding the requirements of section 6 of this Schedule.

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Schedule A

Specific Terms

This **Schedule A** may be amended by iGaming Ontario from time to time during the Term to give effect to amendments and updates contemplated by this Agreement, and all such amendments and updates will be binding on iGaming Ontario and the Operator Group.

Certain Defined Terms: In this Agreement, including in the recitals, unless something in the subject matter or context is inconsistent therewith:

“**Indemnification Cap**” means, as of the date hereof and for the first 2 months of the Term, \$5,000,000, and thereafter the Indemnification Cap shall be an amount equal to the greater of (i) \$5,000,000 and (ii) the total Gross Gaming Revenue calculated over the immediately preceding 2 month period from when such determination is being made.

“**iGaming Launch Date**” means April 4, 2022 at 12:00:00 a.m. ET.

Notice Particulars of the Operator Group:

[•]
 Attention: [•]
 Email: [•]

With a copy to (but which copy will not constitute notice):

[•]
 Attention: [•]
 Email: [•]

Operator Head Office:

[•]

Operator Fiscal Year End:

[•]

Operator Ownership Structure

The Corporate Chart of the Operator is attached as Exhibit 1 to this **Schedule A** (“**Char No. 1**”).

Except as specifically noted otherwise, each ownership interest set out in Chart No. 1 represents a 100% legal and beneficial interest in the held entity.

Each entity in column 1 below is a wholly owned subsidiary of each corresponding entity in column 2 below, situated within Chart No. 1.

Column 1	Column 2
[•]	[•]
[•]	[•]

*Emergency
Personnel:*

**Primary Operator
Emergency Contact** [•]

Email: [•]

Phone: [•]

**Secondary Operator
Emergency Contact** [•]

Email: [•]

Phone: [•]

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Exhibit 1 to Schedule A

Chart No. 1

(see attached)

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Schedule B

Acknowledgement Agreement

(see attached)

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OPERATOR GROUP MEMBER ACKNOWLEDGEMENT AGREEMENT

TO: iGaming Ontario

CC: **[OPERATOR LEGAL NAME]** (the “Operator”)

RE: Operating Agreement dated **[DATE]** between iGaming Ontario and the Operator (as amended, restated, supplemented or otherwise modified, the “**Operating Agreement**”)

DATE: **[DATE]** (“**Effective Date**”)

RECITALS

- (1) The Operating Agreement requires that prior to a member of the Operator Group (other than the Operator) commencing the operation of an Operator Website, such member of the Operator Group must execute and deliver to iGaming Ontario an acknowledgement agreement in which the Operator Group Member agrees to be bound by the terms of the Operating Agreement.
- (2) The undersigned (the “**Operator Group Member**”) is a member of the Operator Group and intends to commence the operation of an Operator Website in accordance with the terms and conditions of the Operating Agreement.

NOW THEREFORE in consideration for the Operator Group Member commencing the operation of an Operator Website in accordance with the terms and conditions of the Operating Agreement and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Operator Group Member, the Operator Group Member agrees as follows:

1. Interpretation. Capitalized terms used but not otherwise defined in this Acknowledgement Agreement shall have the meanings given to such term in the Operating Agreement.

2. Operating Agreement. The Operator Group Member represents and warrants to iGaming Ontario that it has received and reviewed a true and complete copy of the duly executed Operating Agreement.

3. Operator as Agent for Operator Group Member.

3.1 The Operator Group Member hereby irrevocably appoints the Operator as the Operator Group Member’s agent, attorney and attorney-in-fact for all purposes under and in connection with the Operating Agreement, including, without limitation, with full power and authority in the name, place and stead of, for the use and benefit of, and on behalf of the Operator Group Member to:

- (a) bind the Operator Group Member to the rights, obligations, terms, conditions, covenants and undertakings of a member of the Operator Group under or in connection with the provisions of the Operating Agreement (including, without limitation, Article 2 of the Operating Agreement), including, without limitation, in respect of any Dispute arising under or in connection with the Operating Agreement;
- (b) execute, make or provide all payments, notices, demands, communications, declarations, receipts, waivers, consents, instruments, certificates, notifications, statements, agreements, data, or other documents under or in connection with the Operating Agreement on behalf of and in the name of the Operator Group Member;
- (c) receive and accept all payments, notices, demands, communications, declarations, receipts, waivers, consents, instruments, certificates, notifications, statements,

agreements or other documents to be delivered to the Operator Group Member under or in connection with the Operating Agreement;

- (d) to accept and acknowledge receipt of service of any notice, pleading, subpoena, summons or other process in an action, investigation or administrative, criminal, quasi-criminal or other proceeding arising out of, relating to or concerning the Operating Agreement; and
- (e) take all other actions to be taken by or on behalf of the Operator Group Member and exercise any and all rights which the Operator Group Member is permitted or required to do or exercise under or in connection with the Operating Agreement, any agreement or document contemplated by the Operating Agreement, or any Dispute arising under or in connection with the Operating Agreement.

3.2 The power of attorney granted above:

- (a) is coupled with an interest and is irrevocable;
- (b) may, subject to Applicable Law, be exercised by the Operator on behalf of the Operator Group Member in executing any instrument by affixing the Operator's signature thereto with the indication that the Operator is acting on behalf of the Operator or the Operator Group Member, as the case may be; and
- (c) will extend to and be binding upon the successors and assigns of the Operator Group Member.

3.3 Full power is hereby granted by the Operator Group Member to the Operator to substitute and appoint any permitted assignee of the Operator under the Operating Agreement with the same powers.

3.4 iGaming Ontario shall be entitled to rely on any payments, notices, demands, communications, declarations, receipts, waivers, consents, instruments, certificates, notifications, statements, agreements or other documents purporting to be delivered by the Operator on behalf of the Operator Group Member and iGaming Ontario shall not have any obligation to enquire as to the veracity, accuracy or adequacy thereof and shall be entitled to disregard any notice, demand or claim to the contrary unless sent by the Operator.

4. Terms of Operating Agreement Binding.

4.1 The Operator Group Member hereby acknowledges and agrees that it has read, understood and agrees to be bound by and subject to all of the rights, obligations, terms, conditions, covenants and undertakings of a member of the Operator Group under the provisions of the Operating Agreement (including, without limitation, Article 2 of the Operating Agreement) and by execution of this Acknowledgement Agreement the Operator Group Member becomes, for all purposes, a party to the Operating Agreement.

4.2 Notwithstanding the foregoing, only iGaming Ontario and the Operator shall have the right to amend, update, assign, terminate or enforce the terms of the Operating Agreement and the Operator Group Member shall have no independent right to do so. However, the Operator Group Member agrees that it will be bound by any such action of iGaming Ontario and the Operator, whether or not the Operator Group Member has been provided written notice of any such amendment, update, assignment, termination or enforcement.

4.3 As of the Effective Date, the Operator Group Member acknowledges and agrees that:

- (a) the Operator Group Member shall be bound by, and hereby ratifies and confirms, all covenants, agreements, consents, submissions, appointments, acknowledgments and other terms and provisions attributable to the Operator Group in the Operating Agreement; and
- (b) the Operating Agreement is the legal, valid and binding obligation of the Operator Group Member, enforceable against the Operator Group (including the Operator Group Member) in accordance with its terms except as such enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, and similar Applicable Law limiting the enforcement of creditors' rights generally and by general principles of equity.

4.4 The Operator Group Member hereby makes and provides all of the representations and warranties made and provided by the Operator Group in the Operating Agreement, set forth in Section 5.02 of the Operating Agreement, as of the Effective Date.

5. Confidentiality. This Acknowledgement Agreement is confidential and this Acknowledgement Agreement and all information shared pursuant to the terms of this Acknowledgement Agreement or the Operating Agreement are subject to Article 13 of the Operating Agreement.

6. Conflict. In the case of a conflict between the provisions contained in the text of this Acknowledgement Agreement and the Operating Agreement, the terms of the Operating Agreement shall govern.

7. General. The Operator Group Member acknowledges and agree that the provisions of Article 26 of the Operating Agreement are, with necessary modification, incorporated by reference herein and are binding upon the Operator Group Member. This Acknowledgement Agreement shall enure to the benefit of iGaming Ontario, the Operator and their respective Affiliates, successors, and permitted assigns, as the case may be, and shall be binding upon the Operator Group Member and its successors and assigns, as the case may be.

[Remainder of page intentionally left blank]

THIS ACKNOWLEDGEMENT AGREEMENT has been agreed to and accepted as of the date first written above.

OPERATOR GROUP MEMBER:

[OPERATOR GROUP MEMBER LEGAL NAME]

Per: _____
Name: _____
Title: _____

Accepted and acknowledged by:

OPERATOR:

[OPERATOR LEGAL NAME]

Per: _____
Name: _____
Title: _____
Date: _____

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This is Exhibit "K" referred to in the Affidavit of Jesse Todres, sworn before me by videoconference at Toronto, Ontario on this 31st day of May, 2024 in accordance with O. Reg. 431/20.

Andriy Holuk

LSO No. 67149D



Anti-Money Laundering & Anti-Terrorist Financing Policy

Document Approval

Version ID	Approval Date (DD-MM-YYYY)	Reviewer Name/Title	Approver Name/Title	Revision Notes

Next Policy Review Date (DD-MM-YYYY):

[REDACTED]

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1 Introduction

1.1 Background

In Canada, entities are designated as ‘Reporting Entities’ under the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act*¹ (‘PCMLTFA’ or ‘The Act’), its Regulations² and Financial Transactions and Reports Analysis Centre of Canada (‘FINTRAC’) Guidance³ (collectively referred to as ‘its Regulations’).

FINTRAC is Canada’s Financial Intelligence Unit (‘FIU’). Its mandate is to help with the detection, prevention, deterrence and to facilitate investigations and prosecutions of money laundering and financing of terrorist activities under the Act. FINTRAC acts at arm’s length and is independent from police services, law enforcement agencies and other entities to which it is authorized to disclose financial intelligence. FINTRAC reports to the federal Minister of Finance, who is in turn accountable to Parliament for the activities of FINTRAC. It also ensures that personal information under its control is protected from unauthorized disclosure and is subject to the *Personal Information Protection and Electronic Documents Act*.

Casinos⁴ are included in the list of ‘Reporting Entities’⁵ that are required to comply with and report to FINTRAC. For the purpose of the PCMLTFA, a casino is a government, organization, board or operator in Canada that is authorized to do business in Canada and that conducts and manages lottery schemes such as games of roulette, card games, or slot machines at a fixed location. The definition of Casino was updated in 2017 to include games accessible to the public through the internet or other digital networks. Per the PCMLTFA, online bingo and the sale of lottery tickets is not included in the definition of a casino.

iGaming Ontario (‘iGO’) is established as a subsidiary of the Alcohol and Gaming Commission of Ontario (‘AGCO’) and is responsible for conducting and managing lottery schemes offered through a gaming site that is an electronic channel operated by a supplier registered as an operator under the *Gaming Control Act, 1992* in Ontario. As a reporting entity, iGO is responsible to meet the obligations of the Act and its Regulations as applicable to Casinos and to comply with applicable law, including the Criminal Code.⁶

iGO will enter into operating agreements with private igaming Operators who are licensed by the AGCO. iGO has delegated certain responsibilities under the Regulations to these Operators. While

¹ Refer to: <https://www.fintrac-canafe.gc.ca/act-loi/1-eng> for the Act.

² Refer to: <https://www.fintrac-canafe.gc.ca/reg/1-eng> for the Regulations.

³ Refer to: <https://www.fintrac-canafe.gc.ca/guidance-directives/1-eng> for FINTRAC Guidance and **Appendix A** for more information relating to FINTRAC.

⁴ Refer to: <https://www.fintrac-canafe.gc.ca/re-ed/casinos-eng>; for specific Casino obligation.

⁵ Refer to: <https://www.fintrac-canafe.gc.ca/re-ed/intro-eng>; for list of other reporting entities.

⁶ Section 207 (1) (a) of the *Criminal Code* permits Canadian provincial governments to conduct and manage gaming that would otherwise be illegal under the Criminal Code.



each Operator is responsible for the day-to-day operations of online gaming, including compliance with AML regulatory requirements, iGO is ultimately the entity accountable for meeting the obligations under the Regulations.

1.2 Objective

This Anti-Money Laundering / Anti-Terrorist Financing ('AML'/'ATF') Policy (collectively referred to as 'the AML/ATF Policy') provides guidance to iGO and the Operators with respect to policies, operational guidance and other regulatory requirements designed to assist in the detection, prevention and deterrence of potential Money Laundering⁷ ('ML') and Terrorist Financing⁸ ('TF') activities.

The AML/ATF Policy establishes the requirement for iGO to ensure appropriate measures are put in place to meet the regulatory obligations as applicable to Casinos and that it effectively monitors and oversees the compliance functions delegated to the Operators.

1.3 Applicability

This Policy is applicable to the Board of Directors, Senior Management and all employees at iGO (collectively referred to as 'personnel') as well as Operators.

The AML/ATF Policy will be available to all iGO personnel and will be provided to the Operators. It is the responsibility of iGO and the Operators to ensure that employees read, understand and adhere to the most recent version of the AML/ATF Policy. Any questions about the Policy should be directed to the iGO AML Unit at AMLUnit@igamingontario.ca.

1.4 Applicable Legislation and Regulations

iGO has implemented specific measures to detect and deter ML and TF as required by the PCMLTFA and its Regulations (and any amendments made thereto) as follows:

1. The Proceeds of Crime (Money Laundering) and Terrorist Financing Regulations
2. The Proceeds of Crime (Money Laundering) and Terrorist Financing Suspicious Transaction Reporting Regulations
3. The Proceeds of Crime (Money Laundering) and Terrorist Financing Administrative Monetary Penalties Regulations.

⁷ Refer to <https://www.fintrac-canafe.gc.ca/fintrac-canafe/definitions/money-argent-eng> for more information on Money Laundering

⁸ Refer to <https://www.fintrac-canafe.gc.ca/fintrac-canafe/definitions/terrorist-terroriste-eng> for more information of Terrorist Financing



In addition to the PCMLTFA, iGO and the Operators shall adhere to the Criminal Code⁹ which sets out the prohibitions against land and online-based gambling, and exemptions under certain circumstances.

1.5 Know Your Responsibilities

iGO and Operator employees are responsible for:

- Effectively combatting ML/TF and mitigating reputational and regulatory risk arising from ML/TF activities;
- Being aware of and complying with iGO AML/ATF policies and procedures (hereafter referred to as the AML/ATF Operational Guidance);
- Ensuring compliance with the PCMLTFA and its Regulations.

Non-compliance by iGO personnel may result in disciplinary action including termination. Non-compliance by the Operators may lead to compliance action pursuant to the operating agreement with iGO including, but not limited to suspension and termination for cause.

1.6 Governance Framework

iGO has implemented an AML/ATF framework that encompasses appropriate governance and oversight roles, internal controls, and sound practices for the management and supervision of the risks associated with ML and TF.

1.6.1 iGO Board of Directors

Members of the iGO Board of Directors are responsible for ensuring that they understand the AML/ATF statutory obligations placed upon them and on iGO. They are accountable for approving the AML/ATF Policy and AML/ATF Operational Guidance as well as monitoring the effectiveness of the AML Program on a regular and ongoing basis. The Board is also responsible for receiving periodic reporting from the Chief Anti-Money Laundering Officer ('CAMLO') on adherence to the requirements established within this Policy and to provide further direction, if required.

1.6.2 Chief AML Officer

The iGO Senior Manager, AML has been designated as the Chief AML Officer (hereafter referred to as 'CAMLO'). The CAMLO has extensive knowledge of the ML/TF risks in the igaming sector and understands the Regulations. The CAMLO is responsible for effectively developing, implementing, overseeing and managing the AML Program within iGO and the Operators.

⁹ Refer to: <https://laws-lois.justice.gc.ca/eng/acts/c-46/page-49.html#docCont>



The CAMLO has a direct line of access to the Board of Directors which also receives quarterly reporting from the CAMLO on matters pertaining to key ML/TF risks and issues identified internally, through oversight of the Operators, external auditors and/or FINTRAC.

1.6.3 iGO's Oversight Framework

iGO has clearly laid out the roles and responsibilities of the Operators with respect to their obligations in the operating agreement and in the AML/ATF Operational Guidance. The iGO AML Unit will oversee and conduct periodic compliance reviews of the Operators' AML Program to ensure regulatory requirements are being met. Results of the ongoing compliance reviews will be reported by the CAMLO to the Board of Directors.

In addition, the Operators will be required to complete an independent assessment of their AML Program on a periodic basis. The results of the assessment will be reported to the CAMLO. Furthermore, the Operators will provide periodic reporting to iGO on key metrics via the dedicated SharePoint site or other method as iGO may direct.

Refer to Section 'Operators AML Program Assessment' and 'AML/ATF Quality Assurance Review by iGO' of the AML/ATF Operational Guidance for detailed requirements.

2 AML Program

2.1 AML/ATF Policies and Procedures

Per the PCMLTFA and its Regulations, all reporting entities are required to have written policies and procedures that are accessible to all personnel, that are kept up-to-date and that are approved by Senior Management.

iGO has developed written AML/ATF policies and procedures (referred to as the AML/ATF Operational Guidance) designed to meet the regulatory reporting requirements, record keeping, Player¹⁰ identification and ongoing monitoring requirements under the PCMLTFA and its Regulations. iGO, in its role of conducting and managing igaming in Ontario when provided by private igaming operators, approves and maintains the AML/ATF Policy and AML/ATF Operational Guidance for iGO and provides a copy to the Operators that defines their respective roles and responsibilities.

Operators shall comply with all AML Laws and with the AML/ATF Policy and AML/ATF Operational Guidance in connection with the operation of the Operator Websites and Operator Offerings and

¹⁰ Player (as defined in the OA) means any person physically located in Ontario who, at the applicable time, has (i) attained the legal age to participate in the applicable Eligible iGame under Applicable Law and (ii) paid the prescribed consideration (if any) and, if and as applicable, has otherwise satisfied the conditions prescribed under Applicable Law in order to participate in the applicable Eligible iGame.



are expected to ensure that their internal AML/ATF policies and procedures align with the requirements and controls set out in the iGO AML/ATF Policy and AML/ATF Operational Guidance. iGO shall be entitled at any time and from time to time to update or make changes to the AML/ATF Policy, procedures and the AML/ATF Operational Guidance in order for iGO to remain in compliance with the AML Laws.

The Operator shall ensure that the most recent version of the AML/ATF Policy and the AML/ATF Operational Guidance are provided and made available to all of its employees and that prior to commencing their job duties, each employee shall execute a written confirmation that they understand and will comply with the requirements of the AML/ATF Policy and the AML/ATF Operational Guidance, including the reporting of suspicious activity (the “Confirmation”). The Confirmation will also include a provision that if at any time an employee has any questions or concerns with respect to the applicability of the AML/ATF Policy or the AML/ATF Operational Guidance to any transaction or particular situation, they will contact their supervisor and/or the iGO AML Unit as appropriate for clarification.

2.2 Risk Based Assessment

iGO takes a risk-based approach to identify, assess, mitigate and manage potential ML and TF risks within the entity and the Operators. The risk assessment takes into account internal and external threats¹¹ and vulnerabilities¹² that could open iGO up to the possibility of being used to facilitate ML/TF activities. iGO will collect information on certain elements from the Operators at the time of onboarding and on an annual basis thereafter, that will assist iGO in performing the risk-based assessment at an entity level.

iGO will provide the ‘AML Operator Risk Assessment Template’ to the Operators at the time of onboarding and on an annual basis for iGO to assess the ML/TF risks Operators are exposed to and ascertain the effectiveness of controls put in place to mitigate the risk exposure.

Further, all Players are to be assessed for ML/TF risk by the Operators within 30 days from account registration/transition to the Ontario regulated igaming market and periodically through ongoing monitoring. The Operators will have the choice to use the Player risk assessment scoring methodology and templates supplied by iGO or use their own model and methodology. The Operators will attest and provide to iGO such attestation (via email) of the methodology (i.e., iGO or their own) they will use prior to go-live. The determination of extreme, high, moderate and low risk factors has been established by iGO. High-AML risk rated Players will be subject to enhanced due diligence and shall be

¹¹ A person, group or object that could cause harm. In the ML/TF context, threats could be criminals, third parties facilitating ML/TF, terrorists or terrorist groups or their funds. (<https://www.fintrac-canafe.gc.ca/guidance-directives/compliance-conformite/rba/rba-eng>)

¹² Elements of a business or its processes that are susceptible to harm and could be exploited by a threat. In the ML/TF context, vulnerabilities could include weak business controls or high-risk products or services. (<https://www.fintrac-canafe.gc.ca/guidance-directives/compliance-conformite/rba/rba-eng>)



monitored by iGO as well. Refer to Section 'Risk Assessment Framework - Player Risk Assessment' of the AML/ATF Operational Guidance for further details and requirements.

2.3 Player Identification

A crucial measure to deter and detect ML/TF is to obtain valid and accurate information to verify the Player's identity. The Operator shall ascertain Player identity in a manner that complies with FINTRAC's current requirements and as prescribed by iGO as outlined in Section 5.1.2 'When to verify Player identity' of the AML/ATF Operational Guidance. iGO has documented a Player Identification / Know Your Client ('KYC') process to enable the Operators to collect and verify the identity of the individual¹³ Players in line with the regulatory requirements, obtain required details to determine third-party involvement and to identify the presence of Politically Exposed Persons ('PEP') and Heads of International Organizations ('HIO').

Detailed instructions on the KYC Procedure outlining the requirement and methods for Operators to ascertain Player identity are set out in Section 'Player Identification - Know Your Client ('KYC')' of the AML/ATF Operational Guidance.

2.4 Ongoing Monitoring of Business Relationships

The establishment of a business relationship with the Player will occur when the Player opens an online gaming account for which the Operator is required to verify the Player's identity.

The Operators will assess, and risk score each Player based on specific risk factors within 30 days from the time of registration/transition to the Ontario regulated igaming market , as well as throughout the relationship with the Player. Note: An account-based business relationship ends five years after the day on which a Player closes their online account with the Operator. The risk rating of the Players will determine the level of enhanced due diligence required, along with the frequency of updating KYC information and ongoing account activity review to be performed by the Operators. Refer to Section 'Ongoing Monitoring' in the AML/ATF Operational Guidance for specific requirements.

2.5 Ongoing AML/ATF Training

Ongoing AML/ATF training is a legislative requirement and plays a critical role in combatting, identifying, preventing and mitigating ML and TF risks. iGO has implemented an AML/ATF training program to ensure all personnel at iGO and the Operators are aware of the ML/TF risks and their respective roles in preventing and detecting suspicious activity.

¹³ Player accounts can be opened by individuals only; therefore, confirmation of existence of entities regulatory requirements are not applicable.

A specialized training module including key AML/ATF concepts and Canadian regulatory requirements has been developed for the Operators focusing on their roles and responsibilities with respect to reporting, record keeping requirements, identifying and reporting suspected ML/TF activity. Operators are responsible for ensuring that their employees have completed the AML/ATF training module at the time of Operator onboarding, new hire onboarding (prior to any client interaction or fulfillment of any AML related activities) and on an annual basis thereafter (i.e., refresher training).

The employees will further be tested on the knowledge accumulated from the training. A minimum grade of 80% will be required to successfully complete the AML/ATF training.

Documentation of specific AML/ATF training requirements for iGO and the Operators such as audience, topics to be covered, method of delivery, frequency and knowledge assessment is covered in Section 'AML/ATF Training Program' of the AML/ATF Operational Guidance.

2.6 Regulatory Reporting

Note: "Reporting Software Platform" means the system that iGO utilizes to record Player information and reportable transactions and to file regulatory reports to FINTRAC.

iGO, as the conductor and manager of the igaming market in Ontario, is obligated to report certain transactions to FINTRAC. The obligation to report these transactions is designed to assist Canadian law enforcement authorities in their investigation and prosecution of ML and TF offences. The Operator shall enter the following reports within the timelines set out in the AML/ATF Operational Guidance into the Reporting Software Platform in order for iGO to file reports with FINTRAC within the reporting timelines under the PCMTLFA. All reports created by the Operator in the Reporting Software Platform must include all information required under the AML Laws as detailed in the AML/ATF Operational Guidance. Per the PCMLTFA and its Regulations, iGO is required to report the following to FINTRAC:

- Suspicious Transaction Report ('STR')
- Electronic Funds Transfer Report ('EFTR')
- Casino Disbursement Report ('CDR')
- Large Cash Transaction Report¹⁴ ('LCTR')
- Terrorist Property Report¹⁵ ('TPR').

¹⁴ LCTR reporting would be applicable for the Operators that have a physical location in Ontario and who allow their Players to make deposits to their online gaming account in the form of cash.

¹⁵ A TPR cannot be completed via the Reporting Software Platform, it must be filed to FINTRAC manually by iGO. Therefore, the Operator will immediately complete the TPR form which can be printed from the reporting forms web page at: <https://www.fintrac-canafe.gc.ca/reporting-declaration/form/TPR-eng.pdf> and submit the form to the iGO AML Unit where it will be filed to FINTRAC.



Note: *The submission of one report for a transaction does not preclude the requirement to file another applicable report for the same transaction.*

The Operator shall also maintain detailed records of all unusual transactions, which shall include information as to whether they were reported as suspicious transactions through the Reporting Software Platform, together with all supporting investigation documentation indicating the reasoning for the decision to file (or not to file) a Suspicious Transaction Report. Refer to section 15.1 in the AML/ATF Operational Guidance for further guidance on unusual transactions and the information that must be recorded and retained.

Upon obtaining the appropriate Governmental Consent, the Operator shall notify the iGO AML Unit and at that time iGO will create an Operator profile (the "Profile") in order for the Operator to use the Reporting Software Platform. The Operator shall immediately advise iGO in the event that any changes are required to be made to its Profile (for example, a name change). In addition, prior to the go-live date, the Operator shall provide the iGO AML Unit with a list of all employees whose role requires them to have access to the Reporting Software Platform for the purposes of inputting transactional data required for reporting to FINTRAC ("Required Access Employees"). The Operator shall provide iGO with immediate notice of any changes required to be made to the list of Required Access Employees including whenever new employees are added or removed from the list.

It is important that all personnel at the Operator understand the regulatory reporting requirements and remain vigilant in assisting iGO in mitigating ML/TF risk through required reporting.

In addition to completion of the regulatory reports, the Operators will be required to share information with iGO on Player transactions over a set monetary threshold. The objective is to allow iGO to conduct multi-platform transaction analysis to identify reportable transactions across multiple Operators.

The process around transaction monitoring, report completion, monetary thresholds and prescribed timelines for reporting are included in Section 'Regulatory Reporting' of the AML/ATF Operational Guidance.

2.7 Effectiveness Testing

iGO's AML Program is subject to independent testing every two years, at a minimum. The review must start no later than 24 months from the start of the previous review and must be completed prior to the start of the next review.

The effectiveness reviews are required to be completed by an internal or external auditor who is not directly involved in the AML Program activities and has adequate working knowledge of the requirements under the Act and its Regulations. The iGO Senior Manager, AML is required to ensure that the effectiveness reviews are completed on a timely basis by the appropriate parties. Refer to



Section 'Effectiveness Review and Testing' of the AML/ATF Operational Guidance for the review scope and evaluation method.

While iGO will ensure the AML Program is reviewed by an independent party every two years, including a sample-based review of activities performed by the Operators, the Operators must provide the data and supporting Player records to iGO upon request.

The results of the effectiveness review will be provided to the CAMLO for review who will present the following to the Board of Directors in writing within 30 days after the completion of the review:

- the findings of the review (for example, deficiencies, recommendations, action plans);
- any updates made to the AML/ATF Policy and AML/ATF Operational Guidance during the reporting period (the period covered by the two-year review) that were not a result of the review itself; and
- the status of the updates made or required to be made to the AML/ATF Policy and AML/ATF Operational Guidance as a result of the review.

2.8 Ministerial Directives

iGO is required to act on Ministerial Directives issued by Canada's Minister of Finance that would require iGO to apply countermeasures to transactions coming from or going to designated foreign jurisdictions or entities.

This is to protect Canada's financial system from foreign jurisdictions and foreign entities that are considered to present high risks for facilitating ML/TF activity. Failure to comply with a directive could result in a penalty.

Directives remain in force until officially revoked, suspended or amended. FINTRAC will inform iGO when a new directive has been issued and the CAMLO at iGO will further communicate to all Operators. The Operators are expected to comply with the Ministerial Directives as outlined in the operating agreement and in the AML/ATF Operational Guidance.

2.9 Record Keeping Requirements

iGO is required to securely maintain records in accordance with the AML/ATF record keeping obligations under the Act and its Regulations. These records include, but are not limited to, regulatory reports submitted to FINTRAC, Player account opening records, transactional data etc. The records must be maintained in such a manner that they can be provided to FINTRAC within 30 days of a request. A record (or a copy) may be kept in a machine-readable or electronic form, so long as a paper copy can be easily produced.

The Operator will maintain all records for a minimum of seven years or up to the term of their operating agreement with iGO (whichever term is longer). Upon request for any records from iGO,



the Operator shall provide the records in the manner and timeframe specified in the operating agreement. The Operators being in a contractual relationship with iGO, are not required to keep these records after the end of their contractual relationship. iGO will obtain the records that were kept by the Operator before the end of the contractual term.

Refer to Section 'Recordkeeping' of the AML/ATF Operational Guidance for detailed record keeping requirements.

3 Tipping Off

All personnel at iGO and the Operators must refrain from disclosing under any circumstances to anyone, including the Player, about the existence and or the content of a STR or a TPR, with the intent to harm or impair a criminal investigation.

Given the risks involved in these circumstances with respect to tipping off a Player, the Operator may seek consultation from the CAMLO at iGO regarding communications (if necessary) made with a Player for whom a STR or TPR has been made.

4 Immunity from Prosecution

No criminal or civil proceedings may be brought against an individual for making a report to FINTRAC in good faith concerning a suspicious transaction.

5 Penalties for Non-Compliance

Failure to comply with the legislative requirements¹⁶ may lead to criminal charges or administrative fines against iGO, and/or the Operators. FINTRAC may disclose cases of non-compliance to law enforcement when there is extensive non-compliance.

FINTRAC has legislative authority to issue Administrative Monetary Penalties¹⁷ ('AMPs') to reporting entities that are not compliant with the PCMLTFA and its Regulations.

In addition, non-compliance by the Operators may lead to compliance action taken by iGO pursuant to the terms of the operating agreement.

iGO is committed to upholding all aspects of the PCMLTFA and its Regulations. Accordingly, it is essential that all personnel at the Operators adhere to the spirit of the law and its various obligations.

¹⁶ <https://www.fintrac-canafe.gc.ca/pen/1-eng>

¹⁷ <https://www.fintrac-canafe.gc.ca/pen/2-eng>



6 AML/ATF Policy Maintenance

This Policy shall be reviewed by the CAMLO at least annually, or more frequently if warranted to ensure:

- The documentation reflects the current statutory/regulatory framework, and
- To capture any new practices and/or any significant changes to iGO's operations in its role of conducting and managing the igaming market in Ontario.

The CAMLO will make any necessary changes and present the recommendations to iGO Senior Management and/or the Board of Directors for review and approval. Any exceptions to the provisions of this Policy must be approved by the CAMLO. A copy of the updated AML/ATF Policy will be provided to the Operators.

7 Co-operation and Information Requests

iGO is responsible for conducting, managing and operating the iGaming platform and that iGaming Ontario, and not the Operator, is the "casino" as defined under the PCMLTFA and its regulations. Accordingly, all Player Information and all Player transaction information and data collected by the Operator is collected by the Operator under the AML Laws for and on behalf of iGO, in its capacity as a casino under the PCMLTFA. As such, the Operator agrees to provide to iGO, upon request, with any and all information that is collected and maintained by it under the AML Program within the timelines requested and will extend its full co-operation and assistance to iGO with respect to any matters relating to money laundering or terrorist financing.

8 Supplementary Information

FINTRAC

<https://www.fintrac-canafe.gc.ca/intro-eng>

FINTRAC is Canada's financial intelligence unit responsible for collecting, analyzing, and producing case disclosure information to assist in the detection, prevention and deterrence of ML and TF in Canada and abroad. FINTRAC has issued a set of guidelines to provide plain language background information about ML and TF, as well as specific guidance regarding FINTRAC's requirements. The Act and its Regulations supersede the Guidelines in the case of any conflict.

When FINTRAC is satisfied that it has reasonable grounds to suspect that the information would be relevant to such investigations or prosecutions, it discloses this financial intelligence to law enforcement and/or intelligence agencies. These agencies, where appropriate, conduct



investigations, and if warranted, bring charges against the individuals involved. The recipients of the intelligence include the Royal Canadian Mounted Police (RCMP), provincial and municipal police agencies, Canadian Security Intelligence Service (CSIS), Canada Revenue Agency (CRA), Canada Border Services Agency (CBSA) and foreign FIUs with which the Centre has a Memorandum of Understanding (MOU) for the exchange of information.

FINTRAC fulfills its mandate by engaging in the following activities (amongst others):

- Receiving financial transaction reports and voluntary information;
- Ensuring compliance of reporting entities with the legislation and regulations;
- Producing financial intelligence relevant to investigations of ML/TF activity, and threats to the security of Canada;
- Researching and analyzing data from a variety of information sources that shed light on trends and patterns in ML/TF activity;
- Enhancing public awareness and understanding of ML/TF activity;
- Responding to the threat posed by organized crime by providing law enforcement officials with the information they need to deprive criminals of the proceeds of their criminal activities, while protecting individual privacy; and
- Helping fulfill Canada's international commitments to fight multinational crime.

9 Glossary

#	Abbreviation	Full Form
1	AGCO	Alcohol and Gaming Commission of Ontario
2	AML	Anti-Money Laundering
3	AMP	Administrative Monetary Penalty
4	ATF	Anti-Terrorist Financing
5	CAMLO	Chief AML Officer
6	CBSA	Canada Border Services Agency
7	CDR	Casino Disbursement Report
8	CRA	Canada Revenue Agency
9	CSIS	Canadian Security Intelligence Service
10	DPRK	Democratic People's Republic of Korea
11	EFTR	Electronic Fund Transfer Report
12	FINTRAC	Financial Transactions and Reports Analysis Centre of Canada
13	FIU	Financial Intelligence Unit
14	HIO	Head of an International Organization
15	iGO	iGaming Ontario



16	KYC	Know Your Client
17	LCTR	Large Cash Transaction Report
18	ML	Money Laundering
19	MOU	Memorandum of Understanding
20	PCMLTFA	Proceeds of Crime (Money Laundering) and Terrorist Financing Act
21	PEP	Politically Exposed Person
22	RCMP	Royal Canadian Mounted Police
23	SFTP	Secure File Transfer Protocol
24	STR	Suspicious Transaction Report
25	TF	Terrorist Financing
26	TPR	Terrorist Property Report

10 Disclaimer

iGaming Ontario (iGO) reserves the right to amend from time to time this policy during the Operating Period as iGO considers necessary or appropriate, acting in its sole discretion. However, iGO shall consult with Operators that have executed an Operating Agreement with iGO, in a manner and at times as may be determined by iGO in its sole discretion, in advance of any amendments. Notwithstanding the foregoing, no such consultation, or lack thereof, shall limit iGO's discretion with respect to the implementation of any amendments. From and after the effective date specified by iGO, any amendments implemented will be deemed to constitute an iGaming Ontario Policy.

iGO may also use or disclose information to the Alcohol and Gaming Commission of Ontario (AGCO) in accordance with the AGCO's statutory mandate.

Collection, use and disclosure of the information is subject to the Freedom of Information and Protection of Privacy Act.





Game Catalogue and Game Conditions Policy

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1 Introduction

This policy (the “Policy”) pertains to Sections 1.06, 7.01, and Article 16 of the current Operating Agreement (the “OA”) between iGaming Ontario (“iGO”) and Operators and should be read in conjunction with that document.

The Policy sets out:

- a) The types of betting and gaming products that are permitted and how these align to the typical game catalogues of Operators.
- b) The types of betting and gaming products that are not permitted.
- c) Rules with respect to game conditions.
- d) The approval process for new games or betting products.

The Policy does not change, diminish or otherwise modify any Operator Obligations as defined in the OA, unless expressly provided.

Capitalized terms used in this Policy have the meanings provided within. Where no such definition is provided, the capitalized term will have the meaning given in the current OA.

2 Game Catalogue

2.1 Permitted Wagering Types

Permitted wagering types are grouped into the following categories: sport and event betting; casino and live casino; poker; fantasy sports; and free-to-play bingo.

2.1.1 Sport and Event Betting

Except for those set out in Section 2.2, Operators are permitted to offer markets on traditional sports, esports and novelty products, including various bet types such as single-event, live action, pool, and parlays.

Peer-to-peer sports betting through betting exchanges is also permitted, provided all participants are physically located in Ontario. Inter-provincial and international liquidity pools are not permitted at this time (see Section 2.2.5).



2.1.2 Casino

Except for those set out in Section 2.2, Operators are permitted to offer all currently available random number generator-based games. For greater clarity, this includes but is not limited to:

- Traditional table games (e.g., roulette and blackjack);
- Slots;
- Progressive jackpot slots;
- Virtual sports;
- Poker games that are played against the Operator (e.g., three card poker and keno) as opposed to peer-to-peer;
- Arcade-style 'skill-based' games played for real money; and
- Instant win game products.

2.1.3 Live Casino

Except for those set out in Section 2.2, Operators are permitted to offer all currently available live casino games. This includes but is not limited to:

- Traditional table games (e.g., roulette and blackjack);
- Live slots; and
- Gameshow-style games.

2.1.4 Peer-to-Peer Poker

Peer-to-peer poker is permitted subject to all players being physically located in Ontario. Inter-provincial and international liquidity pools are not permitted at this time (see Section 2.2.5).

2.1.5 Fantasy Sports

Operators are permitted to offer markets on all fantasy sports products. This includes but is not limited to daily fantasy sports, seasonal fantasy sports, and tournament-based fantasy sports.

2.1.6 Peer-to-Peer Bingo

Peer-to-peer bingo is permitted on a free-to-play basis only at this time.

2.1.7 Prizing on Free-to-Play Games

Operators are only permitted to offer cash or non-cash prizes on free-to-play games to Players that have had their identity verified in accordance with the terms and conditions of the OA and the iGaming Ontario Policies, including iGO's Anti-Money Laundering & Anti-Terrorist Financing Policy. Players must have their identity verified before participating in free-to-play games that offer cash or non-cash prizes. Pursuant to Section 2.2.1, Operators are not permitted to attach prizing to peer-to-peer bingo which is free to play.



For greater clarity, operators are not required to verify the identity of customers before they can play free-to-play games that do not offer any form of prizing.

2.2 Prohibited Wagering Types

2.2.1 Prizing on Free-to-Play Bingo

Operators are not permitted to attach prizing to peer-to-peer bingo which is free to play.

2.2.2 Paid Chances in Free-to-Play Games

Operators are not permitted to offer Players the option to pay for additional chances to win a game that is free to play. This includes but is not limited to Operators selling additional chances in the form of credits, slot-spins, and additional tickets that increase a Player's chances of winning a game that is free to play.

2.2.3 Sport and Event Betting

Operators are not permitted to offer betting markets on any horse race held within Canada or internationally. Operators are not permitted to offer numbers betting products.

2.2.4 Peer-to-Peer Bingo

Peer-to-peer bingo which is not free to play is prohibited. Pursuant to Section 2.2.1, Operators are not permitted to attach prizing to peer-to-peer bingo which is free to play.

2.2.5 Raffles and other Draw-Based Products

Operators are not permitted to offer raffles or other draw-based products of any kind, including but not limited to fixed-prize draws, 50/50 draws, elimination draws, calendar draws, progressive jackpot raffles, or break open tickets (also known as Nevada tickets or pull tabs).

2.2.6 International and Inter-provincial Betting Pools

Pursuant to Subsection 16.02 (1) of the OA, any Eligible iGames involving liquidity pools from outside of Ontario are prohibited.

2.3 Game Conditions

No further conditions are in place in respect of game conditions at this time.

2.4 Approval Process for New or Changed Operator Offerings

New or materially different games, such as new betting products being offered or material changes to existing permitted games which may result in Operator Offerings with the same look or feel as the prohibited wagering types set out in Section 2.2, shall require approval. iGO



will not require approval for minor changes to existing permitted games or the introduction of new games that are materially similar to existing games, as outlined in this Policy.

For example:

- The introduction of a new slot game (e.g., to reflect a new movie franchise) would not require approval
- The introduction of a new sports betting market (e.g., to reflect a new sporting event) would not require approval
- The introduction of a new casino game not currently in-market (e.g., a new card game) would require approval

Prior to introducing new games or betting products requiring approval from iGO, Operators shall provide iGO with written notice of their intention to do so in the form of a Game Catalogue Notice. This Game Catalogue Notice should include:

- A detailed description of the new game or betting product including game mechanics
- Evidence of approval and introduction in other licensed jurisdictions, if applicable
- Graphic examples (such as screenshots)

Operators must receive written approval from iGO regarding their Game Catalogue Notice prior to new games or betting products being offered to Players. Pursuant to Subsection 16.01 (2) of the OA, iGO will provide written notice to the Operator of its decision on all Game Catalogue Notices within 30 days of receiving a Game Catalogue Notice, failing which iGO will be deemed to have consented to the new or materially modified game or betting product. Should iGO request additional data, information, or documentation related to the Game Catalogue Notice, such 30-day period shall be deemed to commence on the day iGO received from the Operator all additional data, information, or documentation.

3 Disclaimer

iGaming Ontario (iGO) reserves the right to amend from time to time this policy during the Operating Period as iGO considers necessary or appropriate, acting in its sole discretion. However, iGO shall consult with Operators that have executed an Operating Agreement with iGO, in a manner and at times as may be determined by iGO in its sole discretion, in advance of any amendments. Notwithstanding the foregoing, no such consultation, or lack thereof, shall limit iGO's discretion with respect to the implementation of any amendments. From and after the effective date specified by iGO, any amendments implemented will be deemed to constitute an iGaming Ontario Policy.

iGO may also use or disclose information to the Alcohol and Gaming Commission of Ontario (AGCO) in accordance with the AGCO's statutory mandate.



Collection, use and disclosure of the information is subject to the Freedom of Information and Protection of Privacy Act.





Marketing and Advertising Conditions Policy

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1. Introduction

This policy (the “Policy”) pertains to Article 15 of the current Operating Agreement (the “OA”) between iGaming Ontario (“iGO”) and Operators and should be read in conjunction with that document as well as iGO’s Brand Guide Policy.

This Policy sets out:

- a) Conditions relating to the use of the Logo Suite (defined below)
- b) Restrictions relating to the use of material that iGO may consider objectionable
- c) Responsible gambling (RG) considerations
- d) Conditions relating to advertising outside of the Province of Ontario

The Policy does not change or diminish the obligations of the Operator under the OA, unless expressly provided.

Capitalized terms used in this Policy have the meanings provided within. Where no such definition is provided, the capitalized term will have the meaning given in the current OA.

2. Applicability

This Policy is applicable to iGO and Operators (and other Operator Group Members). It is the responsibility of Operators to ensure that employees read, understand, and adhere to this Policy.

3. Operator’s Responsibilities

In performing the Operator Obligations, the Operator will exercise at least that degree of care, diligence, skill, prudence, and foresight that would reasonably and ordinarily be expected from time to time from a person who is experienced in operating regulated commercial online gaming websites. Upon request, the Operator shall provide accurate and complete reports of Marketing and Advertising material, including creative executions and media plans, and any additional information to iGO.

4. iGO’s Responsibilities

iGO’s senior management and all employees are responsible for working cooperatively with Operators as required on all issues to resolve them in a timely manner. iGO is also responsible for acting in accordance with the OA.



5. Marketing and Advertising Conditions

5.1 Indication of Association with iGaming Ontario

In accordance with the OA and the iGO Brand Guide Policy, Operators are required to indicate their association with iGO by displaying an iGO Logo on all Operator Websites as well as on social media platforms and in any paid visual media advertising materials produced for the Ontario market, including, but not limited to:

- Television (including Over-The-Top and on-demand)
- Digital & Social
- Print
- Out-of-Home

iGO will provide a set of logos, which may include other prescribed trade-marks, to the Operators (each, an “iGO Logo” and collectively, the “Logo Suite”). Operators who use an iGO Logo, regardless of the intention behind the use, are responsible for using the iGO Logo correctly and complying with iGO’s Brand Guide Policy.

In addition to this, where the Operator Offerings are offered via a platform that is not owned by the Operator (i.e., gaming related supplier), an iGO Logo must be displayed alongside the Operator’s logo on the third-party platform.

For these applications of the iGO Logo, Operators may only utilize an iGO Logo from within the Logo Suite provided by iGO. If an iGO Logo is revised in the future, the new revision will be provided to Operators.

In the event iGO determines that an Operator has failed to comply with the Marketing and Advertising guidelines as provided within its Policies and the OA, iGO may, after consultation with the Operator, require the Operator to submit all proposed Marketing and Advertising materials for Ontario (including the proposed placement, dissemination or distribution plans for such Marketing and Advertising materials) to iGO on an ongoing basis, for review and approval. Such materials will be provided by the Operator not less than 15 Business Days prior to the expected use or distribution of such materials.

5.2 The Use of Objectionable Material

iGO may, after consultation with the Operator, require the Operator to cease and desist from using or continuing to use any Marketing and Advertising or RG Advertisements (defined below) that include any objectionable material.



5.3 Responsible Gambling (RG) Considerations

5.3.1 Dedicated RG Campaigns

RG Campaigns are initiatives that are solely dedicated to prevention and RG messaging. These include, but are not limited to, marketing aimed at educating individuals that are at least 19 years of age in Ontario on how gambling works, how to manage their play, and where help is available. For clarity, RG Campaigns are not Marketing and Advertising that include an RG tagline, logo, or helpline number at the end of the advertisement, or where these RG elements are positioned immediately before or after Marketing and Advertising.

Under Section 6.02(g) of the OA, each member of the Operator Group must dedicate a specified percentage of funding (to be determined by iGO) to problem gambling prevention and RG education messages and campaigns ("RG Campaigns") beginning 12 months after the iGaming Launch Date. The objective of this requirement is to support the goal of achieving a balance between RG Campaigns and Operator Marketing and Advertising.

Notwithstanding Section 6.02(g) of the OA, Operators are not required to dedicate a specific percentage of Gross Gaming Revenue to RG Campaigns nor are they expected to provide an RG Campaigns report until such date as prescribed by iGO.

Beginning on such date as prescribed by iGO from time to time, Operators may be required to provide an RG Campaigns report for and on behalf of the Operator Group that includes information on:

- i. The RG Campaigns they expect to run in the following six-month period; and
- ii. The effectiveness of previously executed RG Campaigns.

This report shall be provided in the format to be prescribed by iGO and include, at a minimum:

- The type of campaign(s) being run (including on which media platform(s) it will be run);
- The intention of the campaign(s);
- Timing and duration of the campaign(s);
- The key performance indicators (KPIs) which will be tracked to measure effectiveness of the campaign(s); and
- An update on the KPIs from previous campaigns and how these have been used to inform new campaigns.

iGO encourages Operators to continue to invest in problem gambling prevention and RG education marketing material, monitor and evaluate its effectiveness.

5.3.2 Location of Gambling Advertising

Operators should consider media inventory placements and proximities of Marketing and Advertising from an RG and social responsibility perspective. That is, where it is in the Operator's



control, paid media advertising should not be placed in a location that could be perceived as promoting unhealthy gambling and/or promoting harmful practices.

5.3.3 Direct Marketing

The Operator Group will ensure adequate mechanisms are in place to ensure direct Marketing and Advertising, including marketing of Promotional Play, does not target self-excluded or otherwise ineligible individuals in Ontario. Each Operator Group Member shall cease all Marketing and Advertising to any individual who registers on each Operator Group Member's self-exclusion list. Notwithstanding the foregoing, if the Operator Group becomes aware of any direct Marketing and Advertising sent to any self-excluded individuals or otherwise ineligible persons, the Operator Group Member shall promptly investigate and appropriately remedy.

5.4 Out-of-Province Media

Operators shall make their best commercial efforts to avoid Marketing and Advertising the Operator Websites and Operator Offerings over any owned or paid media outlet to markets outside of the Province of Ontario. For clarity, technical limitations relating to certain broadcast channels, including television, may not allow geographic discrimination of Marketing and Advertising.

The Operator shall ensure that any Marketing and Advertising that may be viewed by individuals outside of the Province of Ontario will explicitly state that the Eligible iGames conducted and managed by iGO are only available to those physically present in the Province of Ontario.

6. Disclaimer

iGaming Ontario (iGO) reserves the right to amend from time to time this policy during the Operating Period as iGO considers necessary or appropriate, acting in its sole discretion. However, iGO shall consult with Operators that have executed an Operating Agreement with iGO, in a manner and at times as may be determined by iGO in its sole discretion, in advance of any amendments. Notwithstanding the foregoing, no such consultation, or lack thereof, shall limit iGO's discretion with respect to the implementation of any amendments. From and after the effective date specified by iGO, any amendments implemented will be deemed to constitute an iGaming Ontario Policy.

iGO may also use or disclose information to the Alcohol and Gaming Commission of Ontario (AGCO) in accordance with the AGCO's statutory mandate.

Collection, use and disclosure of the information is subject to the Freedom of Information and Protection of Privacy Act.





Brand Guide Policy

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1. Introduction

This policy (the “Policy”) pertains to Article 15 of the current Operating Agreement (the “OA”) between iGaming Ontario (“iGO”) and Operators. It should be read in conjunction with that document as well as iGO’s Marketing and Advertising Conditions Policy.

This Policy shows how iGO’s name and a set of logos, which may include other prescribed trademarks (each an “iGO logo” and collectively, the “Logo Suite”) should be utilized in all use cases for Marketing and Advertising produced by Operators to promote their registered and authorized status in Ontario.

It is in an Operator’s and iGO’s mutual best interest that Players look for an iGO Logo to know they are playing on a legal, authorized and regulated site that offers Player protections and meets Ontario’s high standards for game integrity and responsible gambling.

The Policy does not change or diminish the obligations of the Operator under the OA, unless expressly provided.

Capitalized terms used in this Policy have the meanings provided within. Where no such definition is provided, the capitalized term will have the meaning given in the current OA.

2. Applicability

This Policy is applicable to iGO and Operators (and other Operator Group Members). It is the responsibility of Operators to ensure that employees read, understand, and adhere to this Policy.

3. Operator’s Responsibilities

In performing the Operator Obligations, the Operator will exercise at least that degree of care, diligence, skill, prudence, and foresight that would reasonably and ordinarily be expected from time to time from a person who is experienced in operating regulated commercial online gaming websites. Upon request, the Operator shall provide accurate and complete reports of Marketing and Advertising material, including creative executions and media plans, and any additional information to iGO.



4. iGO's Responsibilities

iGO's senior management and all employees are responsible for working cooperatively with Operators as required on all issues to resolve them in a timely manner. iGO is also responsible for acting in accordance with the OA.

5. iGO Brand Guiding Principles

The guiding principles upon which the iGO brand was developed are as follows:

- Be relevant & recognizable – Not to be confused with another industry or other existing marks
- Resonate with both Operators and Players – For Operators, the implied meaning is that of support and encouragement of player safety; for Players; the implied meaning is safety and confidence in their online gaming experience
- Works in both English and French as needed

iGO's brand positioning is "Play with Confidence":

- Play = Fun
- Confidence = Safety/Protection

6. General Brand Application

In accordance with this Policy, iGO's Marketing and Advertising Conditions Policy and the OA, Operators are required to follow the iGO Logo guidelines herein. Operators may only utilize the Logo Suite. If any iGO Logo is revised in the future, iGO will provide the new revision to Operators.

All placements of an iGO Logo must appear sufficiently visible in size so that it is clearly readable.

An iGO Logo may not be used by Operators in a manner implying that iGO is in a joint venture, is sponsoring, co-organizing, or a collaborator of any Operator-related entity.

Any Operator using iGO's name or any iGO Logo, regardless of the intention behind the use, is responsible for using the name or iGO Logo correctly.

In addition to this, where the Operator Offerings are offered via a platform that is not owned by the Operator (i.e., gaming related supplier), an iGO Logo must be displayed alongside the Operator's logo on the third-party platform.



In the event iGO determines that an Operator has failed to comply with the Marketing and Advertising guidelines as provided within its Policies and the OA, iGO may, after consultation with the Operator, require the Operator to submit all proposed Marketing and Advertising materials for Ontario (including the proposed placement, dissemination or distribution plans for such Marketing and Advertising materials) to iGO on an ongoing basis, for review and approval. Such materials will be provided by the Operator not less than 15 Business Days prior to the expected use or distribution of such materials.

7. Operator Guidelines for using iGO Name and Logo

7.1. Compulsory Display Elements Within Operator Website

At a minimum, Operators shall indicate their association with iGO by displaying an iGO Logo on all Operator Websites in the footer that appears on every page.

Additionally, for the first six (6) months following the effective date of the OA, Operators shall place an iGO Logo in a location above the fold (defined as visible without having to scroll down the page). Operators may utilize a static image of an iGO Logo or include it in video, animation and/or rotating static images above the fold. Operators may clarify with their assigned account manager if they have questions about this iGO Logo placement. After this six (6) month period, at a minimum, displaying an iGO Logo in the footer is sufficient.

Operators shall ensure that the iGO Logo within the footer on their Operator Websites includes a link to the iGO website by clicking on the iGO Logo.

Examples of the English iGO Logo and iGO Logo with tagline (see provided Logo Suite for the complete set):



7.2. Compulsory Display Elements Within Owned Social Media Channels

Operators shall indicate their association with iGO on all owned social media accounts in the masthead of their landing page on the social media platform. If there is sufficient space, Operators shall make such indication by displaying an iGO Logo.

If space is not sufficient to display an iGO Logo, the minimum acceptable indication shall be the copy line “(Operator Group Member name) operates pursuant to an Operating Agreement with iGaming Ontario”.

7.3. Compulsory Display Elements Within Paid Advertising:

Operators shall display an iGO Logo in a prominent location in any paid visual media advertising materials produced for the Ontario market, including, but not limited to:

- Television (including Over-The-Top and on-demand)
- Digital & Social
- Print
- Out-of-Home

For clarity, in media that utilizes video, animation and/or rotating static images, an iGO Logo may be inserted within a section of one of these display elements. The iGO Logo must appear such that it is clearly integrated into a minimum of 5% of the creative execution. For example:

- A 1.5-second tag at the end of a 30-second TV spot
- A 3-second tag at the end of a 60-second TV spot
- In rotating digital display ads, one continuous appearance for 5% of the full rotation time

8. iGO Brand Standards

When using an iGO Logo, Operators must adhere to the following brand standards:

- a) Always use artwork in the Logo Suite and never recreate or redraw an iGO Logo
- b) An iGO Logo design and/or proportions may under no circumstances be changed
- c) An iGO Logo may only be depicted in the designated colours and must not be used in black and white



English | Full colour



French | Full colour



Full colour reverse



One colour reverse



Full colour reverse



One colour reverse



- d) Operators who, manage social media accounts and/or advertise in French within the Ontario market must follow the same brand guidelines herein by utilizing a French iGO Logo. An English and a French iGO Logo may be used together in bilingual environments where both English and French languages are being used by the Operator. They should always appear side by side, never stacked. Each iGO Logo must be separated with a pipe as shown:



- e) Standing out clearly is key to the iGO brand presence. Follow these requirements for minimum sizes for print and digital applications to ensure that images, text and trim edges don't compromise an adequate clear space surrounding each iGO Logo.

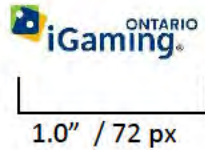
English | Clear space



French | Clear space



Minimum size



- f) Apply similar considerations for an iGO Logo with the tagline.
- i) Lowest clear space measured from tagline base
 - ii) Minimum sizes based on iGO symbol and wordmark width (excluding tagline)

What to Avoid – Though not an exhaustive list, a number of examples below demonstrate improper use and/or application of the iGO Logo. Always use artwork in the Logo Suite and never recreate or redraw an iGO Logo.



Do not use the iGO wordmark components in isolation



Do not place the iGO Logo into an additional shape



Do not distort the iGO Logo



Do not independently resize iGO Logo components





Do not apply the one-colour iGO Logo when it could be reproduced in full colour



Do not apply different colours to the iGO Logo



Do not place the iGO Logo over a solid colour, busy pattern or image that does not provide sufficient contrast



Do not add to, or remove, elements from the iGO Logo

iGO will provide a Logo Suite to Operators.

9. Other Compulsory Display Element: 19+ Age Limit

Operators must state the age limit for Operator Offerings within all owned, earned and paid Marketing and Advertising channels. Operators may satisfy the requirement by having a “19+” graphic of their own design or with a copy line that indicates individuals must be 19 years of age or older to participate in igaming in Ontario.

10. Disclaimer

iGaming Ontario (iGO) reserves the right to amend from time to time this policy during the Operating Period as iGO considers necessary or appropriate, acting in its sole discretion. However, iGO shall consult with Operators that have executed an Operating Agreement with

iGO, in a manner and at times as may be determined by iGO in its sole discretion, in advance of any amendments. Notwithstanding the foregoing, no such consultation, or lack thereof, shall limit iGO's discretion with respect to the implementation of any amendments. From and after the effective date specified by iGO, any amendments implemented will be deemed to constitute an iGaming Ontario Policy.

iGO may also use or disclose information to the Alcohol and Gaming Commission of Ontario (AGCO) in accordance with the AGCO's statutory mandate.

Collection, use and disclosure of the information is subject to the Freedom of Information and Protection of Privacy Act.





Finance Policy

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1. Introduction

This Policy (the “Policy”) pertains to Sections 6.02, Articles 8, 10, 18 and Schedule 8.01 of the current Operating Agreement (the “OA”) between iGaming Ontario (“iGO”) and Operators, and should be read in conjunction with that document, as well as the iGO Data Dictionary, the GGR Data Template and other onboarding and guidance materials for financial operations provided by iGO.

The Policy sets out:

- a) Gross Gaming Revenue (“GGR”) reporting and management requirements
- b) Promotional Play and Eligible Deductions reporting and management requirements
- c) Financial and regulatory reporting requirements

The Policy does not change, diminish or otherwise modify any Operator Obligations as defined in the OA, unless expressly provided.

Capitalized terms used in this Policy have the meanings provided within. Where no such definition is provided, the capitalized term will have the meaning given in the current OA, or in the iGO Data Dictionary in the case of terms in the GGR Data Template (defined below).

2. Applicability

This Policy is applicable to iGO and Operators (and Operator Group Members). It is the responsibility of Operators to ensure that employees read, understand and adhere to this Policy. Any questions about the Policy should be directed to the iGO Finance Unit at

3. Operator’s Responsibilities

Operators shall act in good faith with iGO and fully comply with all applicable obligations outlined in the OA and this Policy. The Operator shall work cooperatively with iGO to resolve all issues related to this Policy in a timely manner. Upon request, the Operator shall provide accurate and complete reports, financial data, banking information, and any additional information to iGO.

4. iGO’s Responsibilities

iGO’s senior management and all employees are responsible for working cooperatively with Operators as required on all issues to resolve them in a timely manner. iGO is also responsible for acting in good faith and in accordance with the OA.



5. Supplementary Information & Requirements

5.1. Supplementary Information to Section 6.02 of the OA – Financial Matters

“Operating Week” means each period commencing at 12:00:00 a.m. (Toronto time) on a Sunday during the Operating Period and ending at 11:59:59 p.m. (Toronto time) on the immediately following Saturday during the Operating Period. Notwithstanding the above, (i) the first Operating Week will be the period commencing at 12:00:00 a.m. (Toronto time) on the effective date of the OA and ending at 11:59:59 p.m. (Toronto time) on the immediately following Saturday during the Operating Period, and (ii) the last Operating Week will be the period commencing at 12:00:00 a.m. (Toronto time) on the Sunday that immediately precedes the effective date of such expiry or termination of the OA and ending at 11:59:59 p.m. (Toronto time) on the effective date of such expiry or termination of the OA.

“Gaming Day” means each 24-hour period commencing at 12:00:00 a.m. (Toronto time) during the Operating Period and ending at 11:59:59 p.m. (Toronto time).

5.1.1. iGaming Ontario Bank Account

iGO will set up an account at a Canadian financial institution to which the Operator will have deposit-only access. Full banking information related to the iGaming Ontario Bank Account will be provided in the onboarding materials in writing.

5.1.2. GGR Deposit

In order to be in compliance with Section 6.02(q) of the OA, the Operator must deposit, as a singular deposit made by the Operator for and on behalf of the Operator Group, into the iGaming Ontario Bank Account the total GGR accumulated during the immediately preceding Operating Week (each such deposit, a “Weekly GGR Deposit”), by 10:00:00 a.m. (Toronto Time) on the fourth day following each Operating Week (Wednesday), unless otherwise agreed to in writing between iGaming Ontario and the Operator.

Negative GGR:

If the GGR is a negative amount for a given Operating Week, then no such deposit will be required in respect of such Operating Week. Operators must make the next deposit when their cumulative GGR balance is positive (refer to Section 5.4 of this Policy).

Weekly GGR Deposit:

To avoid delays in the processing and receipt of the Operator Revenue Share Payment, Operators **must**:



- Ensure iGO receives **ONE** Weekly GGR Deposit by the time listed in this Section 5.1.2.

The Weekly GGR Deposit must match the total amount listed in the GGR Data Report (defined below) provided by the Operator for the Operating Week, unless a negative cumulative GGR balance exists from the previous Operating Week. Refer to Section 5.4 for treatment of negative GGR.

Failure to comply with the requirements outlined in this Policy, the OA, Data Dictionary and onboarding materials could result in delays in Operators receiving their Operator Revenue Share Payment, in addition to other remedies available to iGO through the OA or otherwise at law. For clarity, this includes iGO remitting the Operator Revenue Share Payment to the following Operating Week.

Transaction ID:

For wire transfers, Operators must enter the Transaction ID in the Information to Recipient (or similar field) provided by the Operator's financial institution.

For Electronic Funds Transfer (EFT) payments, Operators must enter the Transaction ID in the Payment/Cross Reference Number (or similar field) provided by the Operator's financial institution.

Operators must contact iGO at [REDACTED] they are unable to locate the fields mentioned through their financial institutions.

Bank Transfer Fees:

Operators must indicate to their financial institution, and any intermediary institutions, that **all fees are to be paid by the sender** (the Operator). Operators are responsible for paying all fees related to their Weekly GGR Deposit and must ensure that iGO receives the exact total amount set out in the GGR Data Report. Bank transfer fees deducted from the Weekly GGR Deposit may result in delays in the Operator's receipt of the Operator Revenue Share Payments in whole or in part.

Operators are responsible for ensuring their deposits include iGO's full banking information so that processing or investigation fees are not deducted by financial institutions.

Any other banking fees associated with an Operator entering into the marketplace are to be paid by the Operator.

Operators must contact [REDACTED] if they have any questions regarding iGO's banking information before they submit their payments.



5.1.3. GGR Data

To be in compliance with Section 6.02(c) of the OA, Operators must use the GGR Data template provided by iGO (the “GGR Data Template”) when delivering to iGO a singular report for and on behalf of the Operator Group, containing the GGR Data reflecting the total GGR accumulated during the immediately preceding Operating Week, by 10:00:00 a.m. (Toronto Time) on the fourth day following each Operating Week (Wednesday), unless otherwise agreed to in writing between iGaming Ontario and the Operator.

Section 5.4 of this Policy provides the format, manner and additional requirements in which the GGR Data Report (defined below) must be provided.

5.1.4. AGCO Costs

Per Section 6.02(s) of the OA, the Operator is exclusively responsible and liable for, and to pay in full when due, any and all costs directed, levied, or otherwise imposed by the AGCO in respect of iGaming Ontario, the Operator Group or any Operator Websites (other than regulatory fees levied by the AGCO). The Operator must pay any such costs in full within 30 days of such costs being directed, levied or otherwise imposed by the AGCO (further details related to processes as well as Operator obligations with respect to these AGCO costs will be provided in later communications).

5.2. Supplementary Information to Article 8 – Gross Gaming Revenue Share

5.2.1. Operator Revenue Share

The Operator Revenue Share will be calculated in accordance with Schedule 8.01 of the OA. The Operator Revenue Share will be made to the Operator Bank Account via electronic money transfer upon successful completion of the Weekly GGR Reconciliation Process.

Consistent with Schedule 8.01 of the OA, the Operator is responsible for all charges, fees, and foreign exchange costs incurred directly or otherwise by iGO or the Operator as a result of the funds transfer. iGO will notify the Operator of any such fees incurred by iGO and must be reimbursed by the Operator upon receipt of notification, or as instructed by iGO.

5.2.2. Application of Eligible Deductions to GGR Calculations

The GGR calculation will be applied as follows: **GGR = A – B – C**

The Non-Adjusted GGR calculation will be applied as follows: **Non-Adjusted GGR = A – B**

A is Wagers (including rake fees, tournament fees and other fees)

B is Winnings

C is Eligible Deductions



5.2.3. Eligible Deductions Limits

Operators shall be permitted to deduct from GGR an Eligible Deductions amount of [REDACTED] of Non-Adjusted GGR incurred in each Quarterly Period (defined below) in an Operating Year. At the end of each Operating Year, an Operator's Eligible Deductions must not exceed 10% of their Non-Adjusted GGR for that Operating Year.

The percentage rate of Eligible Deductions will be determined by iGO on a periodic basis to maintain market health and is subject to change. iGO shall provide at least 90 days written notice to Operators of changes to Eligible Deduction limits.

5.2.4. Conditions for Eligible Deductions

Operators must report Eligible Deductions in the Eligible Deductions GGR Data Report (defined below) in the manner set out in Section 5.4.4 of this Policy and any other guidance, documents, or materials related to Eligible Deductions iGO may issue.

Quarterly Periods within an Operator Year ("Quarterly Period")

Q1	April 1 to June 30
Q2	July 1 to September 30
Q3	October 1 to December 31
Q4	January 1 to March 31

The Eligible Deductions limit is calculated based on the Operator's total Non-Adjusted GGR for the Quarterly Period and is not restricted by Product Code. At the end of each Operating Year, an Operator's Eligible Deductions must not exceed 10% of their Non-Adjusted GGR for that Operating Year.

Where Non-Adjusted GGR is negative for the Quarterly Period, no Eligible Deductions are permitted.

Operators are not permitted to carry forward Eligible Deductions into subsequent Quarterly Periods unless they receive prior written approval from iGO. For greater certainty, if an Operator is unable to claim their full Eligible Deductions limit in a given Quarterly Period, the Operator is not permitted to recover the difference in a subsequent Quarterly Period unless prior written approval is received from iGO.

5.2.5. Interpretation of Eligible Deductions

Payments to Players resulting from the wagering of Promotional Play funds such as free bets or bonuses are included when calculating GGR only if the payment is a Withdrawable Winning and the total amount of Withdrawable Winnings does not exceed the Eligible Deductions limit.

Only payments to Players resulting from Wagers are counted as Winnings in the GGR calculation.



For clarity, Wagers placed using Promotional Play funds such as free bets or bonuses, and any payments to Players which are not Withdrawable Winnings or where Players do not have the unrestricted right to a cash equivalent, are excluded from GGR calculations.

All other forms of Promotional Play do not need to be reported in the GGR calculation. This includes:

- Required play-throughs from Promotional Play
- Payouts that cannot be withdrawn without restrictions
- Payouts that can only be re-wagered

Games Which are Free to Enter

If a game is completely free for any Player to enter as part of a promotional offer, the Operator is not required to report the associated Wagers in the GGR calculation.

Prizes awarded to Players for games which are free to enter as part of a promotional offer may be included in Eligible Deductions.

Non-Cash Prizes

Operators may deduct the actual cost of non-cash prizes resulting from Wagers (A) as part of Winnings (B) in the GGR calculation.

It is the Operator's responsibility to retain documentation in support of the measurement of the non-cash prize cost. In the event the actual cost of a non-cash prize is unavailable or difficult to assess, the non-cash prize should be measured at fair market value. Operators are required to document considerations and methods used for calculating the cost of unique or difficult to assess non-cash prizes such as a 'meet a celebrity' prize.

Cash Back and Loyalty Programs

Loyalty programs such as 'rake back' or 'cash back' or similar schemes are excluded from the calculation of GGR.

Redemptions of loyalty program points for cash payments, vouchers, or non-cash prizes or items are excluded from the calculation of GGR as Winnings or Eligible Deductions.

Cash Awards

Cash payments to Players that are not the result of real money Wagers or participation in an Operator Offering, such as part of promotions or loyalty program redemptions, are excluded from the GGR calculation.

Overlays

Operators may include overlays – the difference between a guaranteed prize pool and the actual prize pool generated by Players – as part of Eligible Deductions.

5.2.6. Examples of Transactions

The following examples are illustrative only, and should not be considered as binding or otherwise determinative.



Example 1 – Bet Credit

A Player wagers \$10 in Promotional Play funds in the form of bet credits which does not provide the Player with the unrestricted right to receive a cash equivalent to its value and the Player loses the entire amount.

The GGR reported from this transaction is zero, given that there were zero dollars paid to the Operator and no Withdrawable Winnings were awarded to the Player. The resulting GGR calculation is $\$0 (A) - \$0 (B) - \$0 (C) = \0 .

Operators shall report \$0 under Wagers (A) and \$0 under Winnings (B) in the weekly GGR Data Report, and \$0 under Eligible Deductions (C) in the quarterly Eligible Deductions GGR Data Report.

Example 2 – Casino Bonus

A Player wagers \$10 in Promotional Play funds in the form of casino bonus dollars which does not provide the Player with the unrestricted right to receive a cash equivalent to its value. Through this transaction the Player receives a prize of \$20 in Promotional Play funds which again does not provide the unrestricted right to receive a cash equivalent to its value.

The GGR reported from this transaction is zero, given that there were zero dollars paid to the Operator and zero dollars paid out in Withdrawable Winnings. The resulting GGR calculation is $\$0 (A) - \$0 (B) - \$0 (C) = \0 .

Operators shall report \$0 under Wagers (A) and \$0 under Winnings (B) in the weekly GGR Data Report, and \$0 under Eligible Deductions (C) in the quarterly Eligible Deductions GGR Data Report.

Example 3 – Withdrawable Win

A Player continues to wager the Promotional Play funds from Example 2. The Player wagers the \$20 in Promotional Play funds and wins \$50 in Withdrawable Winnings after meeting the set wagering requirement.

The resulting GGR calculation is $\$0 (A) - \$0 (B) - \$50 (C) = -\50 as there were zero dollars paid to the Operator, \$0 paid out in Winnings as a result of real money Wagers, and \$50 in Withdrawable Winnings.

Operators shall report \$0 under Wagers (A) and \$0 under Winnings (B) in the weekly GGR Data Report, and \$50 under Eligible Deductions (C) in the quarterly Eligible Deductions GGR Data Report.

Example 4 – Eligible Deductions Limit

Using the previous transaction in Example 3, if the Eligible Deduction limit has been reached for the given Quarterly Period, the GGR from the transaction is \$0.



Operators shall report \$0 under Wagers and \$0 under Winnings in the weekly GGR Data Report, and \$0 under Eligible Deductions in the quarterly Eligible Deductions GGR Data Report.

Example 5 – Games Which are Free to Enter

Operator runs a free-to-enter poker tournament available to all Players and contributes \$500 cash towards the prize pool.

As there were \$0 in Wagers or fees received, the full \$500 cash prize pool does not form part of Winnings but may be included as an Eligible Deduction. The resulting GGR calculation is \$0 (A) - \$0 (B) - \$500 (C) = -\$500.

Operators shall report \$0 in Wagers (A) and \$0 in Winnings (B) in the weekly GGR Data Report, and \$500 in Eligible Deductions (C) in the quarterly Eligible Deductions GGR Data Report.

Example 6 – Non-Cash Prizes

An Operator provides a non-cash prize in addition to the cash prize pool for a poker tournament consisting of a holiday trip measured at an actual cost of \$1,000. Players contribute \$2,000 in tournament fees.

Operators shall report \$2,000 in Wagers (A) and \$1,000 in Winnings (B) in the weekly GGR Data Report, and \$0 in Eligible Deductions (C) in the quarterly Eligible Deductions GGR Data Report.

Example 7 – Cash Back and Loyalty Programs

A Player wagers \$100 and wins \$20. The loyalty program entitles the Player to 10% of their losses. The \$8 the Operator returns to the Player in accordance with their loyalty program (i.e. cash back program) is not eligible to be deducted from GGR on the basis that it is now cash. If it is subsequently wagered, it would be included as part of Wagers (A).

The resulting GGR calculation is \$100 (A) - \$20 (B) - \$0 (C) = \$80.

Operators shall report \$100 in Wagers (A) and \$20 in Winnings (B) in the weekly GGR Data Report, and \$0 in Eligible Deductions (C) in the quarterly Eligible Deductions GGR Data Report.

Example 8 – Loyalty Program Redemptions

A Player redeems loyalty program points towards a ticket to attend a professional basketball match. The cost of the redeemed item cannot be included as Winnings (B) or Eligible Deductions (C).

Example 9 – Cash Awards

A Player receives \$5 in cash deposited into their wallet as part of a minimum bet offer or deposit match offer or the redemption of loyalty program points.

Operators would report \$0 in Wagers (A) and \$0 in Winnings (B) in the weekly GGR Data Report, and \$0 in Eligible Deductions (C) in the quarterly Eligible Deductions GGR Data Report.

Example 10 – Overlays

An Operator guarantees that the prize pool for a poker tournament will be \$1,000 but Players



only contribute \$700, generating a rake fee of \$35 at 5% of the total buy in. The Operator therefore contributes \$300 to the prize pool.

In this scenario, the Operator contribution is considered a Withdrawable Winning as it results in a Player being entitled to greater payments than they otherwise would be, as a result of the promotional activity. Therefore, the \$300 may be included as part of Eligible Deductions.

The resulting GGR calculation is \$700 (A) - \$665 (B) - \$300 (C) = -\$265.

Operators shall report \$700 in Wagers (A) and \$665 in Winnings (B) in the weekly GGR Data Report, and \$300 in Eligible Deductions (C) in the quarterly Eligible Deductions GGR Data Report.

5.2.7. Progressive Jackpot Prizes

Progressive Jackpot Prizes refer to incremental prizes that increase as a result of contributions from Player Wagers within a game from a pre-determined base value. When the Progressive Jackpot Prize is won, the prize for the next play is reset to a pre-determined value, and resumes increasing under the same rules.

Progressive Jackpot Prizes are not deductible from GGR as Winnings. Only Progressive Jackpot Prize contributions derived from Player Wagers are deductible from GGR as Winnings.

The initial seeding of a Progressive Jackpot Prize is not deductible from GGR as Winnings. If the initial seed is fully funded by the Operator, the amount may be included as part of Eligible Deductions.

Re-seeding contributions derived from Player Wagers for Progressive Jackpot Prizes are deductible from GGR as Winnings.

In the event the Progressive Jackpot Prize is triggered before the pre-determined base value is fully funded from contributions from Player Wagers, Operators may include the difference between the guaranteed Progressive Jackpot Prize and the actual prize generated by Players as part of Eligible Deductions.

5.2.8. Tax Matters

Pursuant to Section 8.04(7) of the OA, iGO will deliver to Operators the Tax Withholding on Payments to Non-Resident Operators Questionnaire which must be completed as part of onboarding. The Operator must promptly deliver a new Tax Withholding on Payments to Non-resident Operators Questionnaire following any change to the information and responses provided, or any change to the residency status of the Operator.

The onboarding materials will contain iGO's HST number and additional information regarding taxes.



5.3. Supplementary Information to Article 10 – Performance, Financial and Regulatory Reporting

5.3.1. Form, Manner and Requirements

iGO will provide the format, manner, and requirements for supplementary information to Article 10 – Performance, Financial and Regulatory Reporting through materials including but not limited to, guidance documents, templates and sample Audited Reports which Operators must use and adhere to. These documents and the Finance Policy are integral to and form part of the OA between iGO and Operators.

Such annual audit-related reporting includes:

- Operator Annual Financial Statements (“OAFS”)
- Annual Schedule of GGR, Reconciliation of GGR Against Aggregate Operator Revenue Share and Supplemental Information (“Annual GGR & Supplemental Information Reporting”)
- Operator Report on Key Internal Controls (“RKIC”)

5.3.2. Deliverables and Timelines

Below is a summary of the audit-related financial reporting requirements outlined in Section 10.01 of the OA, the period the deliverables cover, and due dates to iGO.

Due dates are as outlined below unless otherwise communicated to Operators in writing by iGO.

Deliverable	OA Section(s)	Period Covered	Due date to iGO
OAFS	10.01 (1)	Operator’s own fiscal year	120 days after the end of the Operator’s own fiscal year
Annual GGR & Supplemental Information Reporting	10.01 (2) and (3) 10.02	iGO’s Operating Year (April 1 to Mar 31)	Unaudited deliverables = 30 days after the end of iGO’s Operating Year Audited deliverables = 45 days after the end of iGO’s Operating Year
RKIC	10.01 (7)	Operator’s own fiscal year	120 days after the end of the Operator’s own fiscal year

5.4. GGR Data Template & Reporting Requirements

5.4.1. GGR Data Template and Reports

Operators must use the GGR Data Template provided by iGO to deliver a singular report by the Operator for and on behalf of the Operator Group containing GGR Data reflecting the total GGR accumulated during the immediately preceding Operating Week (the “GGR Data Report”). Where



necessary, Operators may be required to deliver (i) a separate report outlining any adjustments that are required (the “Adjustment GGR Data Report”) and/or (ii) a separate report detailing any Eligible Deductions (the “Eligible Deductions GGR Data Report”). Collectively, or any combination thereof, the GGR Data Report, the Adjustment GGR Data Report, and the Eligible Deductions GGR Data Report is referred to as the GGR Data Reports. GGR Data definitions referenced in the in the GGR Data Template can be found in the Data Dictionary provided by iGO and should be read in conjunction with that document.

Operators must use the information contained within the OA, this Policy, Data Dictionary, onboarding materials and any other guidance, documents, or materials iGO may issue related to GGR reporting to complete and deliver the GGR Data Reports to iGO in their entirety.

Failure to comply with the requirements outlined in the OA, this Policy, Data Dictionary and onboarding materials could result in delays in Operators receiving their Operator Revenue Share Payment, in addition to other remedies available to iGO through the OA or otherwise at law. iGO reserves the right to change the format, data and manner of the GGR Data Template and its associated definitions at any time.

Details and Requirements

- iGO will deliver the GGR Data Template to the Operator. The Operator shall not make alterations of any kind to the GGR Data Template and must upload their completed GGR Data Reports in .CSV format through the SFTP channel established by iGO.
- The GGR Data Reports must be delivered in the manner, format, naming convention, dates and times prescribed by iGO within this Policy whether GGR is zero, or a positive or negative figure.
- The GGR Data Template must be used for all Operating Week GGR Data Report submissions and completed in its entirety with accurate information for the Operating Week. The GGR Data Template must also be used for the Adjustment GGR Data Report as described in Section 5.4.3. of this Policy and/or the Eligible Deductions GGR Data Report, as applicable, as described in Section 5.4.4. of this Policy.
- Operators must report Eligible Deductions in a separate Eligible Deductions GGR Data Report from their regular weekly GGR Data Report. Eligible Deductions shall not be reported in the GGR Data Report as part of the regular reporting for an Operating Week. Zero (“0”) should be entered in the regular weekly GGR Data Report in the Eligible Deductions column. The separate Eligible Deductions GGR Data Report must be submitted to iGO within ten Business Days by 10:00:00 a.m. (Toronto time) following the end of each Quarterly Period in which they are incurred. Refer to Section 5.4.4. of this Policy for more information.



- GGR must equal Wagers, minus Winnings, minus Eligible Deductions¹.
- Data must be in Canadian dollars and data must not include dollar signs or commas.
- Empty or blank rows or cells within the GGR Data Report is not permitted. Enter “0” if the amount is zero.
- Operators are required to enter zero in their GGR Data Report even when there is no data for GGR, Wagers, Winnings and Eligible Deductions¹ by Gaming Site ID, Gaming Day and Product Code.
- Product Code must be either Casino, Betting or P2P Poker unless otherwise agreed to in writing between iGaming Ontario and the Operator.
- Operators must use a negative sign (-) when GGR is a negative number.
- Period Start and Period End dates must in accordance with iGO’s Operating Week discussed in Section 5.1 of this Policy.
- Operators must follow the prescribed file naming convention for the GGR Data Reports: GGR_<iGOOperatorID>_<TransactionID>_<TransactionDate>_<PeriodStartDate>_<PeriodEndDate>_<FileVersion>.csv
(e.g. GGR_OP100001_OP100001211204_20211205_20211128_20211204_1.csv)
- The Operator must not change FileVersion unless instructed by iGO Finance.
- Operators must follow the prescribed Transaction ID described below and within various sections of this Policy:
- There must only be one Transaction ID in the Operator’s GGR Data Report. This same Transaction ID must be repeated on each row. For clarity, even if there are Gaming Days with negative GGR, if the total GGR for the Operating Week is positive, the Transaction ID related to a positive Operating Week GGR must be used in all rows.
 - For the weekly GGR Data Report, if **total** GGR for an Operating Week is **positive**, the Transaction ID for all rows in the report must be in the format of: <iGOOperatorID (e.g. OP100001)><PeriodEndDate (YYMMDD format (e.g. 211204)> For example, OP100001211204.

¹ As a reminder, Eligible Deductions must be reported quarterly in a separate Eligible Deductions GGR Data Report. Zero (“0”) should be entered in the weekly GGR Data Report in the Eligible Deductions column. Refer to Section 5.4.4. of this Policy for more information.



- For the weekly GGR Data Report, if **total** GGR for an Operating Week is **negative**, the Transaction ID for all rows in the report must be in the format of:
<N><iGOOperatorID (e.g. OP100001)><PeriodEndDate (YYMMDD format (e.g. 211204)> For example, NOP100001211204.
- For the Adjustment GGR Data Report, the Transaction ID for all rows in the report must be in the format of:
<A><iGOOperatorID (e.g. OP100001)><PeriodEndDate (YYMMDD format (e.g. 211204)> For example, AOP100001211204.
- For the Eligible Deductions GGR Data Report, the Transaction ID for all rows in the report must be in the format of:
<E><iGOOperatorID (e.g. OP100001)><PeriodEndDate (YYMMDD format (e.g. 211204)> For example, EOP100001211204.
- Total GGR, Wagers, Winnings and Eligible Deductions¹ in the GGR Data Reports must be entered by Gaming Site ID, Gaming Day and Product Code. For example, an Operator with two Operator Websites must report each site separately under the same Gaming Day, in total by Product Code as below.

TransactionID	TransactionDate	iGOOperatorID	GamingSiteID	PeriodStart	PeriodEnd	GamingDay	ProductCode	GGR	Wagers	Winnings	EligibleDeductions	FileVersion
OP100001211204	20211205	OP100001	S100001A	20211128	20211204	20211128	Casino	4200	7000	2800	0	1
OP100001211204	20211205	OP100001	S100001A	20211128	20211204	20211128	Betting	52212	87020	34808	0	1
OP100001211204	20211205	OP100001	S100001A	20211128	20211204	20211128	P2P Poker	33193.20	55322	22128.80	0	1
OP100001211204	20211205	OP100001	S100001B	20211128	20211204	20211128	Casino	25000	27500	2500	0	1
OP100001211204	20211205	OP100001	S100001B	20211128	20211204	20211128	Betting	88768	97644.80	8876.80	0	1
OP100001211204	20211205	OP100001	S100001B	20211128	20211204	20211128	P2P Poker	8734	9607.40	873.40	0	1
OP100001211204	20211205	OP100001	S100001A	20211128	20211204	20211129	Casino	4200	7000	2800	0	1
OP100001211204	20211205	OP100001	S100001A	20211128	20211204	20211129	Betting	52212	87020	34808	0	1
OP100001211204	20211205	OP100001	S100001A	20211128	20211204	20211129	P2P Poker	0	0	0	0	1
OP100001211204	20211205	OP100001	S100001B	20211128	20211204	20211129	Casino	25000	27500	2500	0	1
OP100001211204	20211205	OP100001	S100001B	20211128	20211204	20211129	Betting	88768	97644.80	8876.80	0	1
OP100001211204	20211205	OP100001	S100001B	20211128	20211204	20211129	P2P Poker	-1266	9607.4	10873.4	0	1
...

5.4.2. Negative GGR

Negative Gaming Day GGR:

Gaming Days with negative GGR will be offset by Gaming Days with positive GGR within the Operating Week. If the total GGR for the Operating Week is positive, a GGR Data Report and Weekly GGR Deposit must be submitted to iGO as usual.

¹ As a reminder, Eligible Deductions must be reported quarterly in a separate Eligible Deductions GGR Data Report. Zero (“0”) should be entered in the weekly GGR Data Report in the Eligible Deductions column. Refer to Section 5.4.4. of this Policy for more information.



Negative Operating Week GGR:

If the total GGR for the Operating Week is a negative amount, a Weekly GGR Deposit is not required. iGO will not remit money to Operators when the total GGR for that Operating Week is negative. A weekly GGR Data Report must be submitted by Operators whether the total GGR for the Operating Week is zero, positive or negative (refer to Section 5.1).

In the instance of a negative Operating Week GGR, the Transaction ID for all rows in the GGR Data Report must be in the format of:

<N><iGOOperatorID (e.g. OP100001)><PeriodEndDate (YYMMDD format (e.g. 211204))>. For example, NOP100001211204.

Operators are responsible for tracking their cumulative GGR balance and will make Weekly GGR Deposits when the cumulative balance is positive. iGO will not remit money to Operators when the Operator's total cumulative GGR balance is negative. The below example illustrates.

Operating Week	Total Weekly GGR	Cumulative GGR Balance	Weekly GGR Deposit	Weekly GGR Deposit / Operator Revenue Share Comments	Weekly GGR Data Report
Week 1 (Negative Operating Week GGR)	-\$2800	-\$2800	\$0	Weekly GGR Deposit not Required – Cumulative GGR balance is negative (-\$2,800). iGO will not remit an Operator Revenue Share Payment to Operator.	Required for all weeks
Week 2 (Negative Operating Week GGR)	-\$700	-\$3500 (= -\$2800-\$700)	\$0	Weekly GGR Deposit not Required – Cumulative GGR balance is negative (-\$3,500). iGO will not remit an Operator Revenue Share Payment to Operator.	
Week 3 (Positive Operating Week GGR, negative cumulative GGR balance remains)	\$800	-\$2700 (= -\$3500+\$800)	\$0	Weekly GGR Deposit not Required – Cumulative GGR balance is still negative (-\$2,700). iGO will not remit an Operator Revenue Share Payment to Operator.	
Week 4 (Positive Operating Week GGR, cumulative GGR balance is now positive)	\$3100	\$400 (= -\$2700+\$3100)	\$400	Weekly GGR Deposit of \$400 Required for positive Cumulative GGR Balance. iGO will remit the Operator Revenue Share Payment to Operator.	
Week 5 (Positive Operating Week GGR and positive cumulative GGR balance)	\$1000	\$1000 (= \$0+\$1000)	\$1000	Deposit of \$1,000 Required. iGO will remit the Operator Revenue Share Payment to Operator.	

For further clarity, iGO will only process the Operator Revenue Share Payment when the cumulative GGR balance is positive. Negative balances will remain as credits until the cumulative GGR balance becomes positive.

5.4.3. Adjustments

Operators must notify iGO at FinanceUnit@igamingontario.ca if any adjustments are required to previously submitted GGR Data Reports. This includes, but is not limited to, adjustments contemplated by Section 8.02 and Schedule 8.01 of the OA. Upon receiving notice of an



adjustment, iGO will provide Operators with detailed instructions regarding adjustments. Adjustments will be reviewed by iGO and will only be processed if approved.

Operators are responsible for ensuring one complete and accurate GGR Data Report and Weekly GGR Deposit are received by iGO for the previous Operating Week. If a previous Operating Week (or Gaming Day) adjustment is required, a separate Adjustment GGR Data Report must be delivered. In the Adjustment GGR Data Report submitted, Operators must include the Period Start date, Period End date, and the Gaming Day from the adjustment period. The adjustment must be reported by Gaming Site ID and Product Code.

For example, if there is an adjustment for the Gaming Day of November 29, 2021, the Adjustment GGR Data Report would include the below.

...	PeriodStart	PeriodEnd	GamingDay	ProductCode	GGR	Wagers	Winnings	EligibleDeductions	FileVersion
...	20211128	20211204	20211129	Casino	500.00	500.00	0.00	0.00	1
	Operating Week Period Start for the adjustment	Operating Week Period End for the adjustment	Gaming Day of the adjustment	Product Code of the adjustment	Adjustment amount	Adjustment amount	Adjustment amount	Adjustment amount	Should be 1 unless instructed by iGO

For adjustments that require payments to iGO, Operators may either submit a deposit that matches the Adjustment GGR Data Report or increase their next Weekly GGR Deposit by the adjustment amount.

For adjustments that result in a credit to the Operator, Operators may be required to reduce their next Weekly GGR Deposit by the adjustment amount.

For all adjustments to previous GGR Data Reports, the Transaction ID for all rows in the Adjustment GGR Data Report must be in the format of: <A><iGOOperatorID (e.g. OP100001)><PeriodEndDate (YYMMDD format (e.g. 211204))>. For example, AOP100001211204.

The Operator must not change the FileVersion unless instructed by iGO Finance.

All GGR adjustments approved and processed by iGO for a given Operating Year must be included in the Annual GGR Reporting discussed in Section 5.3.1. of this Policy. If while preparing their Annual GGR Reporting deliverables, Operators identify the need for an adjustment to GGR in respect of a given Operating Year, they must notify iGO at [REDACTED] prior to submitting their Annual GGR Reporting deliverables to iGO.

5.4.4. Eligible Deductions

Operators must report Eligible Deductions in a separate Eligible Deductions GGR Data Report from their regular GGR Data Reports as instructed by iGO. Eligible Deductions shall not be reported in the GGR Data Report as part of the regular reporting for an Operating Week. Zero ("0") should be entered in the regular GGR Data Report in the Eligible Deductions column.



The Eligible Deductions GGR Data Report must be submitted within ten Business Days by 10:00:00 a.m. (Toronto time) following the end of each Quarterly Period in which they are incurred.

For example, Operators shall report total Eligible Deductions for Q1 of Operating Year 2022-23 ending on June 30, 2022, by Friday, July 15, 2022, at 10:00:00 a.m. (Toronto time).

Operators must deliver the Eligible Deductions GGR Data Report through the manner communicated by iGO for review and approval prior to submission via the regular SFTP channel.

The Transaction ID for the Eligible Deductions GGR Data Report in all rows must be in the format of: <E><iGOOperatorID (e.g. OP100001)><PeriodEndDate (YYMMDD format (e.g. 220630)>. For example, EOP100001220630.

Eligible Deductions included in the Eligible Deductions GGR Data Report must be calculated in accordance with Section 5.2 of this Policy and any other guidance, documents, or materials related to Eligible Deductions iGO may issue. Eligible Deductions must be reported by Gaming Site ID and Product Code. Gaming Day must be the last day of the Quarterly Period in which they are incurred. The Period Start date must be the start of the Quarterly Period. The Period End date must be the end of the Quarterly Period. The below example illustrates.

			Amount	Comments

TransactionID	TransactionDate	iGOOperatorID	GamingSiteID	PeriodStart	PeriodEnd	GamingDay	ProductCode	GGR	Wagers	Winnings	EligibleDeductions	FileVersion
EOP100001220630	20220706	OP100001	S100001A	20220401	20220630	20220630	Casino	-50	0	0	50	1
EOP100001220630	20220706	OP100001	S100001B	20220401	20220630	20220630	Betting	-50	0	0	50	1

Depending on if and when iGO approves and processes an Adjustment GGR Data Report, iGO Finance will instruct Operators whether to include the adjustment in their Non-Adjusted GGR for the Quarterly Period that is used to calculate the [REDACTED]

The submission of an Eligible Deductions GGR Data Report will result in Operators having a credit and will be expressed as a negative cumulative GGR balance. iGO will not make an Operator Revenue Share Payment to Operators when their total cumulative GGR balance is negative.

Operators are responsible for tracking their cumulative GGR balance. For the following weekly Operator Revenue Share, Operators must submit their GGR Data Report as usual and deposit their positive cumulative GGR balance. If the Operator's regular weekly GGR does not result in a positive cumulative GGR balance, then no Operator Revenue Share Payment will be transferred



to the Operator until their cumulative GGR balance is positive. Please see below for an example.

GGR Data Report	Total GGR	Cumulative GGR Balance	GGR Deposit	Weekly GGR Deposit / Operator Revenue Share Comments	Weekly GGR Data Report
Eligible Deductions GGR Data Report	-\$100	-\$100	\$0	Weekly GGR Deposit not Required. iGO will not remit an Operator Revenue Share Payment to Operator.	N/A
Following Weekly Revenue Share	\$50	-\$50 (= -\$100+\$50)	\$0	Weekly GGR Deposit not Required - Cumulative GGR balance is negative (-\$50). iGO will not remit an Operator Revenue Share Payment to Operator.	Required for all weeks
(2 nd Following Weekly Revenue Share	\$80	\$30 (= -\$50+\$80)	\$30	Weekly GGR Deposit of \$30 Required. iGO will remit an Operator Revenue Share Payment to Operator.	

5.5. Supplementary Information to Schedule 8.01 – Operator Revenue Share

5.5.1. Operator Bank Account

The Operator will designate an account to receive Canadian dollar funds in writing to iGO. EFT or Wire Authorization Agreement forms, along with instructions on how to submit these forms, will be provided in the onboarding materials.

For clarity, Operators may collect GGR funds and/or designate an Operator Bank Account in a location outside of Canada.

Remittance by Operator Financial Institution Location:

Upon completion of the Weekly GGR Reconciliation Process, iGO will remit funds either through EFT or wire transfer, depending on the geographic location of the financial institution used by the Operator. Unless otherwise agreed in writing between iGO and the Operator, iGO will remit funds via EFT to Operators that are using a Canadian financial institution and iGO will remit funds via wire transfer to Operators that are using a financial institution outside of Canada.

5.5.2. Chargeback of fees

Should bank-related processing fees be incurred, iGO, at its discretion, may charge back Operators for these fees. The fees are payable within 30 days of the iGO invoice date provided to Operators.



Should iGO's financial institution charge, direct or otherwise require iGO to pay due diligence costs related to Operators, iGO, at its discretion, may charge back Operators for these expenditures. The fees are payable to iGO prior to the first Operator Revenue Share Payment or within 30 days of the invoice date.

5.5.3. Holidays

Operators will be provided a list of statutory and civic holidays observed by iGO during onboarding. If the due date for the Weekly GGR Deposit and GGR Data Report falls on a statutory and civic holiday observed by iGO, iGO will complete the Weekly GGR Reconciliation Process on the following Business Day.

Operators must notify iGO at [REDACTED] at least three Business Days in advance of any public holidays observed by the Operator which may cause a delay in iGO receiving the Operator's GGR Data Report and Weekly GGR Deposit.

5.6. Performance Security

5.6.1. Performance Security Calculation

Pursuant to Section 18.01(1) of the OA, within ten weeks of the date of their OA, the Operator will deliver or cause to be delivered to iGO form or forms of Performance Security.

The Performance Security Amount pursuant to Section 18.01(1)(a) is based on a calculated average of positive Operating Week Non-Adjusted GGR as reported in the applicable Weekly GGR Data Reports and Adjustment GGR Data Reports for the relevant calculation period (outlined below). For greater clarity, weeks reflecting a negative GGR must be excluded for the purposes of the Performance Security Amount calculation.

The Performance Security Amount cannot be an amount [REDACTED] and must be rounded up from the calculated average of positive Operating Week Non-Adjusted GGR to the nearest thousand.

The first Performance Security Amount shall be determined based on a calculated average of positive Operating Week Non-Adjusted GGR from the 8-week period immediately following the date of the Operator's OA.

Subsequently, beginning on the first anniversary of the effective date of the OA and annually thereafter for the Term, subject to iGO's discretion pursuant to Section 18.01(1)(a) of the OA, the Performance Security Amount shall be determined based on a re-calculated average of positive Operating Week Non-Adjusted GGR for the preceding 12-month period. For clarity, iGO will require Operators to submit to iGO their determination of such re-calculated Performance Security Amount within four weeks following the anniversary of the effective date of the OA. While iGO may not require an adjustment to an Operator's Performance Security Amount if the recalculated average is not significantly different from the previously provided amount, if iGO



does require such adjustment, iGO will specify a deadline for the Operator to deliver the adjusted Performance Security Amount to iGO.

Please see below for an example of an Operator's first Performance Security Amount calculation:

Operating Week #	Period Start	Period End	Non-Adjusted GGR (A - B)	Wagers (A)	Winnings (B)	Comments
Week 1	20220404	20220409	(101,060.13)	275,894.12	376,954.25	Negative Operating Week Non-Adjusted GGR excluded from the calculation
Week 2	20220410	20220416	(15,404.34)	316,854.65	332,258.99	
Week 3	20220417	20220423	159,776.74	385,642.21	225,865.47	Positive Operating Week Non-Adjusted GGR included in the calculation
Week 4	20220424	20220430	56,306.73	221,564.98	165,258.25	
Week 5	20220501	20220507	118,586.87	396,148.45	277,561.58	
Week 6	20220508	20220514	144,473.44	433,125.85	288,652.41	
Week 7	20220515	20220521	159,940.88	485,625.54	325,684.66	
Week 8	20220522	20220528	73,243.90	325,989.67	252,745.77	

Sum of positive Operating Week Non-Adjusted GGR	712,328.56
Total number of Operating Weeks with positive Non-Adjusted GGR	6
Average positive Operating Week Non-Adjusted GGR	118,721.43
Rounded up to nearest thousands	119,000

In this example, the Operator's Performance Security Amount is \$119,000.

Before delivering the Performance Security to iGO, Operators must submit their determination of the calculated Performance Security Amount to iGO for approval using a template that iGO provides to Operators.

5.6.2. Form of Performance Security

Shortly following OA execution and prior to providing iGO with a determination of the calculated Performance Security Amount as described above, Operators must submit a proposal in writing, for iGO's approval, of their selected form of Performance Security demonstrating that such form satisfies the conditions outlined in Section 18.01 of the OA.

Pursuant to the OA, the form of Performance Security must be issued by or deposited at an Eligible Institution ("EI"). If Operators select an EI that requires iGO's prior written approval, Operators must include in their proposal how their selected institution aligns with the criteria of an EI, which iGO must approve before the Operator delivers their Performance Security to iGO.

6. Disclaimer

iGaming Ontario (iGO) reserves the right to amend from time to time this policy during the Operating Period as iGO considers necessary or appropriate, acting in its sole discretion. However, iGO shall consult with Operators that have executed an Operating Agreement with



iGO, in a manner and at times as may be determined by iGO in its sole discretion, in advance of any amendments. Notwithstanding the foregoing, no such consultation, or lack thereof, shall limit iGO's discretion with respect to the implementation of any amendments. From and after the effective date specified by iGO, any amendments implemented will be deemed to constitute an iGaming Ontario Policy.

iGO may also use or disclose information to the Alcohol and Gaming Commission of Ontario (AGCO) in accordance with the AGCO's statutory mandate.

Collection, use and disclosure of the information is subject to the Freedom of Information and Protection of Privacy Act.





Insurance Coverages and Alternatives Policy

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1. Introduction

This Policy (the "Policy") pertains to Article 25 of the Operating Agreement (the "OA") between iGaming Ontario ("iGO") and Operators and should be read in conjunction with that document.

Section 25.01(1) of the OA provides iGO, in its sole and absolute discretion, the ability to approve insurance coverages in writing other than those specified in Sections 25.01(1)(a), (b) and (c). Section 25.01(1) also provides discretion to iGO to approve in writing alternatives to the insurance coverages described in the section.

This Policy outlines the general methodology and the framework for the analysis of Operator requests for departures from the insurance requirements in Article 25 of the OA.

The Policy does not change, diminish or otherwise modify any Operator Obligations as defined in the OA, unless expressly provided.

Capitalized terms used in this Policy have the meanings provided within. Where no such definition is provided, the capitalized term will have the meaning given in the OA.

2. Applicability

This Policy is applicable to iGO and Operators, as well as Operator Group Members. It is the responsibility of Operators to ensure that employees read, understand and adhere to this Policy.

3. Operator's Responsibilities

Operators shall act in good faith with iGO and fully comply with all applicable obligations outlined in the OA and this Policy. The Operator shall work cooperatively with iGO to resolve all issues related to this Policy in a timely manner. Upon request, the Operator shall provide accurate and complete reports, financial data, records of regulatory actions or legal claims or action, and any additional information requested by iGO.

4. iGO's Responsibilities

iGO's senior management and all iGO employees are responsible for working cooperatively with Operators as required on all issues related to this Policy and to resolve them in a timely manner. iGO is also responsible for acting in good faith and in accordance with the OA.



5. Definitions

“**Specified Insurance Coverages**” refers collectively or individually to those coverages that are specified in Section 25.01(1)(a), (b) and (c) of the OA that Operators must obtain for commercial general liability, professional liability (errors and omissions) and computer and network security and privacy liability respectively.

“**Insurance Alternatives**” refers collectively or individually to different insurance coverages or an alternative to insurance, or a combination of both that an Operator may propose and are subject to written approval at iGO’s sole and absolute discretion pursuant to Section 25.01(1) of the OA.

6. Principles to Govern Different Insurance Coverages and Alternatives to Insurance Coverage

Where an Operator asks iGO to exercise its discretion under Section 25.01 of the OA to approve in writing Insurance Alternatives, the exercise of this discretion will, to the extent reasonable in the circumstances, be governed by the following principles.

6.1 Approvals are Temporary and Conditional

iGO’s written approval of Insurance Alternatives is intended to be temporary. To the extent practicable, iGO’s written approval will specify when and/or the conditions by which the written approval will expire. It is iGO’s intent that in most cases, the approval for requests of different insurance coverages will be for the period until the insurance policy’s renewal, and that the approval for Insurance Alternatives will be for a one-year period (collectively or individually the “Approval Period”).

Operators that are granted written approvals for Insurance Alternatives should continue to work with their insurance brokers or providers during the Approval Period to obtain the Specified Insurance Coverages on commercially reasonable terms at the expiry of the Approval Period. Where the Operator is unable to obtain the Specified Insurance Coverages on commercially reasonable terms at the expiry of the Approval Period and will seek another written approval of Insurance Alternatives, such requests should be made at least 45 days prior to the expiry of the Approval Period. iGO will review these requests using the then current methodology and analytical framework under this Policy.

In addition, iGO may review the approval of Insurance Alternatives at any time during an Approval Period. Such review would take place where iGO has a reasonable belief that the claims risk to Operators generally or to an Operator specifically has changed since the approval of the Insurance Alternatives or where the Specified Insurance Coverages are generally available. Upon such review, iGO may, on reasonable notice and in its sole and absolute discretion, withdraw the approval previously given, direct that the Operator comply with the Specified



Insurance Coverages within a reasonable period, and/or require that the Operator propose a different Insurance Alternative.

6.2 Approvals Will Reflect Risk to Third Parties and iGO

By departing from the Specified Insurance Coverages, there is a potential that iGO may be assuming a greater risk of liability than would be the case if the Insurance Alternatives had not been granted. This departure also indirectly affects the potential risks to third-party claimants who might in the future have potential claims against Operators. The potential risk for iGO and third parties arising from an approval of Insurance Alternatives will be at a level that iGO determines is acceptable for the term of the OA based on iGO's understanding of the claims risks in igaming in Ontario and the ability to insure such potential risks at the time that approval is given.

This potential for iGO's assumption of these greater risks and the other potential risks described above underlie iGO's expectation that Operators will use best efforts to obtain the Specified Insurance Coverages at commercially reasonable rates.

iGO will, to the extent possible, use this framework to provide consistent, fair and transparent decisions on Insurance Alternatives that differ from the Specified Insurance Coverages. However, iGO reserves the right to consider the potential increased risks to it and third parties resulting from a significant number of Operators seeking Insurance Alternatives.

As noted in Section 9 below, nothing in this Policy or in the consideration by iGO of potential risk to iGO or third parties is an acknowledgement or admission that iGO will be liable to any person or entity in respect of its actions or omissions or those of any Operator.

7. Factors Used to Analyze Proposals for Insurance Alternatives

iGO will use the following factors to analyze proposals for Insurance Alternatives. See Section 8 for questions and information iGO will request related to these factors.

7.1 The Number of Accounts with the Operators

The metric (after 1 or 2 or 3 months of operations under the OA) would be determined based on the latest, most representative result. The assumption here is that the lower the number of accounts, the less likely that a claim will be made. It is a measure of the likely frequency of claims, not the amount of any claim.

7.2 The Amount of Gross Gaming Revenue ("GGR")

As in 7.1 above, the measurement of this factor would be based on the latest, most representative result. This factor addresses the size of the Operator's and Operator Group's



Ontario operations as an income generator. It also indirectly addresses the value of the assets used to operate the business.

7.3 Average Player Liabilities

As in 7.1 and 7.2 above, the measurement of this factor would be based on the latest, most representative result. This factor addresses the amount of Player cash the Operator has in custody and play, and includes money in Player accounts, deposits, and wagers on future events. This factor provides a further perspective on the size of the business, and also addresses the ability of an Operator to meet a claim.

7.4 Financial Statements

This factor addresses the financial capacity of an Operator to resolve claims, as a stronger financial position, including higher assets and cash on hand imply a greater ability to meet claims.

7.5 Regulatory and Claims History

This factor addresses any previous claims or penalties issued against the Operator Group to assess whether there is a pattern of non-compliance that would increase an Operator's risk profile. However, context behind the claims will be considered on a case-by-case basis as iGO understands that larger Operators are potentially more likely to have claims against them than smaller, newer Operators.

7.6 Operator Compliance with Selected Indicia of Information Security

This factor addresses potential mitigating factors that the Operator is undertaking to minimize its risks. Compliance with select information technology standards demonstrates cybersecurity maturity and assumes a lower risk of cybersecurity liability claims.

7.7 Insurance Coverage Maintained by Key Suppliers

This factor addresses instances where key suppliers of the Operator may have insurance coverage(s) that may cover some risks identified in Article 25. In some cases, the Operator may be an additional insured on coverage maintained by key suppliers. In addition, the risk profile to the Operator may be mitigated by the experience and expertise of its key suppliers.

8. Operator Questionnaire

For iGO to assess a request for Insurance Alternatives pursuant to the OA using the factors set out above, each Operator and, if applicable, prospective Operator, will be asked to provide the information specified below and such other information that iGO determines is relevant to the consideration of the request.



8.1 Active Accounts

For Operators that have executed an OA:

- The number of active Player accounts. This will be collected by iGO from the weekly Player Activity Data Reports.
- The number of active Player accounts of the Operator Group. This will be collected by iGO from the weekly Player Activity Data Reports.
- The number of active Player accounts you project the Operator will have at the end of the term of the OA.
- If applicable, the number of active Player accounts you project for the Operator Group at the end of the term of the OA

For prospective Operators that have executed the Prospective Operator Letter of Agreement:

- How many active Player accounts do you project to have three months after executing the OA?
- How many active Player accounts do you project to have one year after executing the OA?
- If applicable, how many active Player accounts for the Operator Group three months after you execute the OA?
- If applicable, how many active Player accounts are projected for the Operator Group one year after you execute the OA?

8.2 Amount of Gross Gaming Revenue (GGR)

For live Operators, the average Weekly GGR since the execution of the OA will be taken from Weekly GGR Data Reports. Projections of GGR from prospective Operators may be requested and considered.

8.3 Average Player Liabilities

For live Operators, the average Player liability, i.e., the average amount of money in Player accounts and the average of all deposits and wagers on future events per Player account. Projections of average Player liabilities for prospective Operators may be requested and considered.



8.4 Financial Statements

The latest financial statements showing assets, liabilities, revenue, and cash flows, including cash reserves of the Operator and/or other non-arm's length entities. Where audited statements are not available, unaudited statements and financial or banking records to support the asset, liability, revenue, and cash flow results will be required. In some circumstances, pro forma financial statements may be requested. Operators may submit other documents that provide a comprehensive summary of an Operator and/or other non-arm length entity's financial performance, including but not limited to SEC filings, Form 10-Q, Form 10-K and/or similar documents.

If financial statements cannot be provided, other documentation will be required (including, potentially in relation to the Operator Group or other non-arm's length entities and level of committed financial support for the business) to demonstrate the ability to pay out legal claims as they become due and payable.

8.5 Regulatory History and History of Legal Claims

The Operator will be required to provide copies of all final reports, notices and other communications that the Operator Group files with or otherwise delivers to or receives from any Governmental Authority relating to any actual or alleged non-compliance by the Operator Group with any Applicable Law. The Operator should include any enforcement activity by any gaming regulatory or other Governmental Authorities of the Operator or any Operator Group Members in all jurisdictions in the last five years. This information should identify the Governmental Authority, the enforcement activity and the actions or omissions that the regulatory authority indicates prompted the enforcement activity.

In addition, the Operator will be required to provide a history of any legal proceeding or legal claims commenced against the Operator or any entity in the Operator Group (including in respect of general, professional, cyber and privacy matters) in respect of igaming activities of the Operator or Operator Group in all jurisdictions in the last five years, and any legal proceeding or legal claim greater than \$500,000 in the last 10 years.

The Operator will be required to provide information on any enforcement activity relating to anti-money laundering requirements in all jurisdictions in respect of igaming activities of the Operator or any entity in the Operator Group in the last five years. This information should identify the regulatory or Governmental Authority, the enforcement activity and the actions or omissions that the relevant authority indicates prompted the enforcement activity.

8.6 Key Suppliers' Related Insurance Coverages or Risk Profiles

Operators may provide additional information in respect of insurance maintained by key suppliers that would answer claims of liabilities of the Operator described in the Specified Insurance Coverages. In addition, Operators may provide information with respect to the



mitigation of risks of liability identified in the Specified Insurance Coverages by engaging key suppliers with expertise in the provision of igaming services. Where the Operator chooses to provide such information of the mitigation of risk through expert key suppliers, the Operator must address the regulatory and claims history, the robustness of the control activities matrixes and the information technology security measures (as described in 8.7 below) of the key suppliers.

8.7 Information Technology Security Measures

If the Operator's information technology activities comply with industry standards for information technology security, such as SOC2 or ISO27001, Operators should provide any evidence, including but not limited to, audits or review reports relating to compliance with such standards.

If the Operator's activities are not certified as compliant with these standards, Operators must provide answers to the questions set out in Appendix A (Operator Supplemental Security Assessment) of this Policy when preparing a proposal for Insurance Alternatives. In addition, Operators may submit their audited Control Activity Matrices for iGO's consideration.

8.8 Additional Information

The Operator should provide the Technology Compliance Confirmation that is provided by the Operator's CEO and Chief Compliance Officer to the Alcohol and Gaming Commission of Ontario (AGCO). In addition, the Operator should provide any report of information from an insurance broker or insurance provider in respect of the availability of Specified Insurance Coverages.

9. Disclaimer

iGaming Ontario (iGO) reserves the right to amend from time to time this Policy during the Operating Period as iGO considers necessary or appropriate, acting in its sole discretion. However, iGO shall consult with Operators that have executed an Operating Agreement with iGO, in a manner and at times as may be determined by iGO in its sole discretion, in advance of any amendments. Notwithstanding the foregoing, no such consultation, or lack thereof, shall limit iGO's discretion with respect to the implementation of any amendments. From and after the effective date specified by iGO, any amendments implemented will be deemed to constitute an iGaming Ontario Policy.

Nothing in this Policy or the use of the general methodology and the framework for analysis set out in this Policy will limit iGO's discretion under the OA, including the express discretionary authority of IGO in Article 25 of the OA.



Nothing in the Policy or the use of the general methodology and the framework of analysis set out in this Policy is an admission that iGO is liable in any way for any of the liability risks of the Operator described in Article 25 of the OA.

iGO may also use or disclose information to the Alcohol and Gaming Commission of Ontario (AGCO) in accordance with the AGCO's statutory mandate.

Collection, use and disclosure of the information is subject to the Freedom of Information and Protection of Privacy Act.



Appendix A: Operator Supplemental Security Assessment

Answers to the following questions must be included when preparing a proposal for Insurance Alternatives if the Operator's information technology activities do not comply with industry standards for information technology security, such as SOC2 or ISO27001, as outlined in Section 8.7 of the Policy.

Security and Privacy Program

1. Does your organization have a mature, established security program?
 - a) Yes
 - b) No
 - c) Our security program is very limited
2. What is the percentage of IT budget spent on your security program?
 - a) _____%
3. Has your organization selected an individual or team to be responsible for managing the information security and privacy program?
 - a) Yes, management has selected an individual or team to be responsible for the information security and privacy program
 - b) No, there is no ownership for security and privacy in the company
4. What is the number of full-time cybersecurity employees in your organization?
 - a) _____ employees
5. What type of security program do you have in place?
 - a) Our security program is based on a recognized security standard, and it can easily be audited against (NIST, CIS, PCI DSS, ISO 27001, etc.)
 - b) We implement our own security program, not based on any recognized standard or guideline

Security Controls and Policies

6. Select the controls you currently maintain as elements of your information security and privacy program:
 - a) An external policy or notice to the public, users, or customers, describing how you protect the security and privacy of data
 - b) Written internal policies, guidelines, and documented practices for the safe handling and protection of data
 - c) Internal audits of the security and privacy program
 - d) Third-party audits of the security and privacy program



- e) A risk assessment and risk management process to regularly review the threats your company is exposed to
 - f) A process to ensure that your service providers and subcontractors can take appropriate steps to protect sensitive data and systems
 - g) Processes and procedures to ensure that security incidents are discovered in a timely manner and dealt with effectively
 - h) A change management process to ensure that all changes to networks, systems, and processes are appropriately reviewed
7. Select the topics that are covered by your security and privacy policies:
- a) Information classification and protection
 - b) Physical security requirements
 - c) Acceptable use of information and IT devices
 - d) Access control and authorized/unauthorized use of data
 - e) Software development
 - f) Incident management and response procedures for both security and privacy incidents
 - g) Compliance with laws and regulations
 - h) Retention and destruction of data
8. How often does your company review its security and privacy policies to ensure they are up to date?
- a) Multiple times per year
 - b) Once per year
 - c) Less than once per year
9. Do you perform security risk assessments?
- a) No
 - b) Yes, and audits are performed at least quarterly
 - c) Yes, and audits are performed at least annually

Security and Privacy Incident Response

10. Select the controls you have in place to mitigate or identify security and privacy incidents as quickly as possible:
- a) Multifactor Authentication (MFA) for remote access and admin/privileged controls
 - b) Privileged Access Management (PAM)
 - c) Endpoint Detection and Response (EDR)
 - d) Logging and monitoring (e.g., MDR, SEIM, 24/7 SOC or MSSP) – please specify method
 - e) Software and hardware End of Life (EOL) procedure



- f) Email
 - i. Screening for malicious attachments and web links
 - ii. Quarantine of suspicious emails
 - iii. Tagging external emails
 - iv. DomainKeys Identified Mail (DKIM)
 - v. Sender Policy Framework (SPF) strictly enforced
 - vi. Domain Based Message Authentication, Reporting and Conformance (DMARC)
 - vii. Disable legacy protocols such as IMAP, POP3, SMTP
- g) Patch management
- h) Vulnerability testing and management
- i) Penetration testing and management
- j) Asset management
- k) Use of long and complex passwords
- l) Force regular password resets
- m) Manage service account passwords through password vault
- n) Signature and/or anomaly-based IDS/IPS in place, and sensors are in place at strategic points throughout the network
- o) Disable local admin rights on user devices
- p) Disable macros in office productivity software

11. Are incident response procedures documented?

- a) Yes
- b) No

12. Do you have the resources to internally conduct incident investigations?

- a) Yes
- b) No

13. Do you inform affected customers about security incidents?

- a) Yes
- b) No

Disaster Recovery and Business Continuity

14. Select the backup solution you have implemented

- a) Backup solution is located on corporate network
- b) Backup solution is cloud-based
- c) No backup solution is implemented
- d) Other (please specify)

15. Do you maintain any offline backups?

- a) Yes



- b) No
- c) Not applicable

16. Are all your backups encrypted?

- a) Yes
- b) No
- c) Not applicable

17. Do you regularly test backup and restore processes?

- a) Yes
- b) No
- c) Not applicable

18. Do you have a business continuity or disaster recovery plan?

- a) Yes
- b) No

19. Do you regularly test your business continuity or disaster recovery plans?

- a) Yes
- b) No
- c) Not applicable

Personnel Security

20. Do you have written job descriptions for employees with access to confidential or sensitive information?

- a) Yes
- b) No

21. Do you have processes in place to ensure that access to data is granted solely on a "need-to-know" basis, in accordance with the job descriptions and responsibilities of users?

- a) Yes
- b) No

22. Do processes related to ensuring access to data is granted solely on a "need to know" basis also revoke access when the need no longer exists?

- a) Yes
- b) No
- c) Not applicable



23. Do you have processes in place to make sure access (both physical and logical) is revoked when an employee, intern, vendor, contractor, or other associate leaves the company, or a contract ends?
- a) Yes
 - b) No
24. How often do you audit user access?
- a) Multiple times per year
 - b) Once per year
 - c) Less than once per year
25. How often do you require your employees to undergo information security and privacy training?
- a) Never
 - b) Once, upon hire
 - c) Upon hire, and at least once per year
 - d) Other (please specify)
26. Do you require temporary workers to undergo security and privacy training?
- a) Yes
 - b) No
27. Do you require interns to undergo security and privacy training?
- a) Yes
 - b) No
28. Do you require contractors to undergo security and privacy training?
- a) Yes
 - b) No
29. Do you perform background checks for personnel who are entrusted with sensitive information or granted access to sensitive systems?
- a) Yes
 - b) No
30. What kinds of background checks do you perform for employees who potentially have access to confidential information? Select all that apply.
- a) CV/resume checks
 - b) Reference checks
 - c) Criminal record/conviction checks
 - d) Credit checks
 - e) Social security (or other national identifier) trace



31. Has your organization selected an individual or team to be responsible for reviewing service providers and subcontractors, to ensure that they sufficiently protect the security and privacy of sensitive information and systems?
- a) Yes
 - b) No
32. Do your written contracts with relevant third parties require them to protect the privacy and security of all confidential information they may get access to during the partnership?
- a) Yes, we require all our outsourcing providers, vendors, and subcontractors to agree to contract clauses that assert security requirements
 - b) No, not all vendors that are potentially exposed to confidential information have agreed to security requirements contractually

Other Cybersecurity Controls & Preventative Measures

Please describe any other cybersecurity controls and/or preventive measures that you practice and are not mentioned in the above questions.

Additional Comments

Please provide any additional information you believe iGO should consider when reviewing the Operator Supplemental Security Assessment.





Systems, Data and Record Retention Policy

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1 Introduction

This policy (the “Policy”) pertains to Section 12.04, Section 12.05, and Article 11 of the current Operating Agreement (the “OA”) between iGaming Ontario (“iGO) and Operators and should be read in conjunction with that document.

This Policy sets out:

- a) Malicious systems and data prohibitions
- b) Recordkeeping and retention requirements
- c) Record sharing requirements
- d) Media sanitization requirements
- e) Legal hold and reporting requirements

The objective of this Policy is to provide Operators with guidelines on the protection of gaming systems and Agreement Records from malicious code, and on what Agreement Records Operators should retain in relation with their activities in Ontario, in what condition and for how long. Requirements described herein are not prescriptive as to the means either in terms of technologies or processes: Operators may implement controls and measures that best suit their system environments, as long as the requirements’ purposes are addressed. The following requirements are structured around the information lifecycle.

The Policy does not change, diminish or otherwise modify any Operator Obligations as defined the OA, unless expressly provided.

Capitalized terms used in this Policy have the meanings provided within. Where no such definition is provided, the capitalized term will have the meaning given in the current OA.

2 Systems and Data

2.1 Malicious Data and System Prohibitions

Operators must protect Agreement Records from malicious code, such as time locks, viruses, trojans, worms, spyware, adware, binary large objects, and other malware.

When Operators provide iGO with system access to Agreement Records, Operators must ensure that the system does not contain any back doors or features designed to:

- a. Permit unauthorized access to iGaming Ontario’s systems;
- b. Introduce malicious code into iGaming Ontario’s systems; or
- c. Enable Operators to track iGaming Ontario’s use of the system without iGaming Ontario’s express written consent.



When Operators provide iGO with exports of Agreement Records, Operators must ensure that Agreement Records do not contain malicious code.

3 Records Retention

3.1 Recordkeeping Requirements

Operators must maintain Agreement Records (as defined in Section 11.01 of the OA) which include but are not limited to:

- a) Internal policies, procedures or any such documents related to gaming activities, information systems and information management
- b) Internal audit reports related to the gaming activities
- c) A record of each breach of security safeguards as required by the *Personal Information Protection and Electronic Documents Act, SC 2000 c 5, (PIPEDA)*
- d) All Agreement Records used or pertaining to the creation and completion of files transmitted to iGO for the purposes of GGR calculations
- e) All Agreement Records used or pertaining to the creation and completion of Transactional Gaming Data reports
- f) All Agreement Records of marketing materials including all creative executions and media plans; and
- g) Agreement Records required in other iGO policies

3.2 Records Retention Period

An Operator's records retention schedule must include all the Agreement Records described in this Policy as requiring keeping. The retention period for those Agreement Records must not be less than seven (7) years ("Retention Period"). In the event of an inconsistency in the Retention Period between the Applicable Law and the Operator's policies, the Applicable Law shall prevail.

3.3 Making Agreement Records Available to iGO

Operators must make Agreement Records (as defined in Section 11.01 of the OA) available to iGO within 18 Business Days upon request. Operators may grant access to Agreement Records within the Operator's system or provide an export of Agreement Records to iGO.

When Operators provide iGO with access to Agreement Records within the Operator's system:

- a) Operators must grant read-only access to authorized iGO personnel.
- b) Operators must share credentials with authorized iGO personnel in a secured manner.



- c) Operators must terminate credentials once iGO deems access no longer required.

When exports of Agreement Records are provided:

- Agreement Records must be human-readable or in a standard machine-readable format (e.g., CSV, JSON, etc.) as prescribed in the relevant iGO policies.
- Agreement Records must be transmitted through secure channels that require authentication.
- Operators must ensure that Agreement Records do not contain malicious code.

3.4 Legal Holds

Legal holds emanate from any reasonably foreseeable litigation, claim, investigation or proceeding. A legal hold gives rise to a preservation obligation, by which the Operator is prohibited from deleting any Agreement Record that is potentially relevant to the foreseeable litigation, claim, investigation or proceeding – including Agreement Records for which the retention period has expired.

Deletion routines that may affect Agreement Records protected by a legal hold must be suspended until the legal hold is lifted.

3.5 Destruction of Data

If the Retention Period has expired and there is no active legal hold, the Agreement Records should be cleared, purged or destroyed in accordance with media sanitization standards, such as NIST 800-88 (Guidelines for Media Sanitization).

Operators must, on a regular basis, review all Agreement Records, whether held electronically or in hard copy, to determine whether to dispose of them or sanitize any data contained therein once the Agreement Records' Retention Period has expired or the purpose for which those records were created has been fulfilled.

The Agreement Records disposal and media sanitization processes shall be documented and accessible upon request. Agreement Records disposal and media sanitization processes must be carried out by authorized personnel. In the event of an inconsistency between the relevant data protection laws and the Operator's policies, the relevant data protection laws shall prevail. Any contract with an external service provider for media sanitization process must be consistent with this Policy.

Appropriate controls shall be in place by the Operator that prevent the permanent loss of Agreement Records as a result of malicious or unintentional destruction of records – these controls shall be documented and accessible to iGO upon request.



All applicable statutory requirements for the destruction of information, particularly requirements under Applicable Law, shall be fully observed.

3.6 **Responsibilities**

Any breach of this Policy must be reported immediately in writing to the Operator's employee responsible for supervising the Agreement Records retention program, as well as reported to iGO in writing within 5 Business Days of the Operator being made aware of the breach, or as otherwise required by Applicable Law. iGO shall investigate all instances of suspected breaches of the Policy and take action as appropriate. Operators are required to comply with any actions taken by iGO as iGO investigates instances of suspected breaches of this Policy.

4 Disclaimer

iGaming Ontario (iGO) reserves the right to amend from time to time this policy during the Operating Period as iGO considers necessary or appropriate, acting in its sole discretion. However, iGO shall consult with Operators that have executed an Operating Agreement with iGO, in a manner and at times as may be determined by iGO in its sole discretion, in advance of any amendments. Notwithstanding the foregoing, no such consultation, or lack thereof, shall limit iGO's discretion with respect to the implementation of any amendments. From and after the effective date specified by iGO, any amendments implemented will be deemed to constitute an iGaming Ontario Policy.

iGO may also use or disclose information to the Alcohol and Gaming Commission of Ontario (AGCO) in accordance with the AGCO's statutory mandate.

Collection, use and disclosure of the information is subject to the Freedom of Information and Protection of Privacy Act.





Transactional Gaming Data Policy

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1 Introduction

This policy (the “Policy”) pertains to Section 12.04 of the current Operating Agreement (the “OA”) between iGaming Ontario (“iGO”) and Operators and should be read in conjunction with that document.

The Policy sets out:

- a) Gaming Activity Data requirements
- b) Player Activity Data requirements

The Policy does not change, diminish or otherwise modify any Operator Obligations as defined in the OA, unless expressly provided.

Capitalized terms used in this Policy have the meanings provided within. Where no such definition is provided, the capitalized term will have the meaning given in the current OA.

Operators must use the Gaming Activity Data Template and Player Activity Data Template provided by iGO when providing aggregated Gaming Data for and on behalf of the Operator Group (each, the “Gaming Activity Data Report” and the “Player Activity Data Report”).

Gaming Activity Data Definitions and Player Activity Data Definitions referenced in the Gaming Activity Data Template and Player Activity Data Template can be found in the Data Dictionary provided by iGO and should be read in conjunction with that document.

2 Transactional Gaming Data Requirements

2.1 Gaming Activity Data Template

Format and manner of aggregated Gaming Data to be provided by the Operator for and on behalf of the Operator Group using the Gaming Activity Data Template provided by iGO.

2.2 Player Activity Data Template

Format and manner of aggregated Gaming Data to be provided by the Operator for and on behalf of the Operator Group using the Player Activity Data Template provided by iGO.



2.3 Details and Requirements

- iGO reserves the right to change the format, data and manner of the Gaming Activity Data Template and Player Activity Data Template and their associated definitions at any time.
- iGaming Ontario will deliver the Gaming Activity Data Template and Player Activity Data Template to the Operator. The Operator shall not make alterations of any kind to the Gaming Activity Data Template and Player Activity Data Template and must upload the Gaming Activity Data Report and Player Activity Data Report in .CSV format.
- Operators must follow the prescribed file naming conventions.
 - a. The Gaming Activity Data Report file name must be:
 MI_GamingActivityData_<iGOOperatorID>_<SubmissionDate>_<Version>.csv
 (e.g., MI_GamingActivityData_OP100001_20210915_1.csv)
 - b. The Player Activity Data Report file name must be:
 MI_PlayerActivityData_<iGOOperatorID>_<SubmissionDate>_<Version>.csv
 (e.g., MI_PlayerActivityData_OP100001_20210915_1.csv)
- The Gaming Activity Data Template and Player Activity Data Template must be used for all Operating Week Transactional Gaming Data submissions and completed in entirety with accurate information for the Operating Week.
- In instances where a data field does not apply, the field should be intentionally left blank and have nothing written in it, unless otherwise indicated. In instances where the field requires a calculation or nominal amount to be entered and such amount is zero, please enter "0" and do not leave the field blank.
- The Operator must only submit one Gaming Activity Data Report and one Player Activity Data Report through an SFTP channel established by iGO for and on behalf of the Operator Group containing the Transactional Gaming Data for all Operator Websites by 10:00:00 a.m. (Toronto Time) on the fourth day following each Operating Week (Wednesday) for the immediately preceding Operating Week, or as otherwise required pursuant to the iGaming Ontario Policies.

3 Disclaimer

iGaming Ontario (iGO) reserves the right to amend from time to time this policy during the Operating Period as iGO considers necessary or appropriate, acting in its sole discretion. However, iGO shall consult with Operators that have executed an Operating Agreement with iGO, in a manner and at times as may be determined by iGO in its sole discretion, in advance of any amendments. Notwithstanding the foregoing, no such consultation, or lack thereof, shall



limit iGO's discretion with respect to the implementation of any amendments. From and after the effective date specified by iGO, any amendments implemented will be deemed to constitute an iGaming Ontario Policy.

iGO may also use or disclose information to the Alcohol and Gaming Commission of Ontario (AGCO) in accordance with the AGCO's statutory mandate.

Collection, use and disclosure of the information is subject to the Freedom of Information and Protection of Privacy Act.





Privacy Directive

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1 Introduction

This Privacy Directive (the “Directive”) is the policy that pertains to Article 13 of the current Operating Agreement (the “OA”) between iGaming Ontario (“iGO”) and Operators and should be read in conjunction with that document.

The Directive sets out:

- a) The privacy requirements, principles and practices that govern the relationship between iGO and the Operator during the Operating Period.
- b) The elements that the Operator must include and operationalize in its Operator’s Privacy Policy.

The Directive does not change, diminish or otherwise modify any Operator Obligations as defined the OA, unless expressly provided.

Capitalized terms used in this Directive have the meanings provided within. Where no such definition is provided, the capitalized term will have the meaning given in the OA.

2 Applicability

This Directive is applicable to iGO and Operators (including Operator Group Members) and must be read in conjunction with the OA. It is the responsibility of the Operators to ensure that their relevant personnel read, understand and adhere to this Directive. Any questions about this Directive should be directed to the iGO FIPPA and Privacy Unit at [REDACTED]

3 Operator’s Responsibilities

The Operator shall act in good faith with iGO and fully comply with all applicable obligations outlined in the OA and this Directive. The Operator shall work cooperatively with iGO to resolve all issues in a timely manner. Upon request, the Operator shall provide accurate and complete reports, financial data, banking information, and any additional information to iGO to verify the Operator’s compliance with the OA and this Directive.

4 iGO’s Responsibilities

iGO’s senior management and all employees are responsible for working cooperatively with the Operators as required on all issues related to this Directive and to resolve them in a timely manner. iGO is also responsible for acting in good faith and in accordance with the OA.



5 Definitions

“Personal Information” (“PI”) is defined in the OA under Schedule 1.01 – Certain Defined Terms. For clarity, PI includes but is in no way limited to Player information such as Player name, contact details, transaction records, and identification numbers. PI may be factual or subjective, as well as recorded or not.

“Operator’s Privacy Policy” means the Privacy Policy referred to in Section 13.12 of the OA, namely, the privacy policy that each Operator must develop which describes how PI is collected, used and disclosed in connection with the Operator Offerings.

“Privacy Risks” is defined as risks relating to privacy including but not limited to, inadequate consent or no consent, the over-collection or over-retention of PI, use exceeding scope of identified purposes, collection, use or disclosure of PI for inappropriate purposes, unauthorized access, use or disclosure of PI or other privacy breaches, data breaches involving PI, data and cybersecurity incidents and complaints.

6 Scope

6.1 Operators

The Directive applies to all Operators in association with the Operator Websites and Operator Offerings by the Operator Groups during the Operating Period, and their respective subsidiaries or affiliates, (for the purposes of this Directive, collectively, the “Operator”). The Operator must acknowledge and adopt the requirements of this Directive to affirm its commitment to the appropriate collection, use, disclosure and other processing of PI and to maintaining the accuracy, confidentiality, and security of Player PI.

6.2 Channels

The Directive applies to all Electronic Channels which provide the Operator’s services on the Operator Websites and in the Operator Offerings, including applications. The Operator’s Privacy Policy must cover the Electronic Channel, emails, and all interactions with Player and Player Information.

6.3 Data

The Directive applies to all PI collected, used and disclosed in connection with the Operator Websites and Operator Offerings and other interactions with Players.



6.4 No Persons Under 19

The Operators will not knowingly solicit from, and the Operator Websites and Operator Offerings are not intended for persons, under 19 years of age ("Minors"). The Operator should not collect PI from Minors. If a parent or guardian becomes aware that his or her Minor child has provided the Operator with PI, the parent or guardian may contact the Operator to have such Minor's PI deleted. This process must be described in the Operator's Privacy Policy.

7 Applicable Legislation

The applicable legislation for this Directive is the same as the OA, namely the *Freedom of Information and Protection of Privacy Act* (Ontario) ("FIPPA"), as applicable the *Personal Information Protection and Electronic Documents Act* ("PIPEDA"), and any other Applicable Law, including any applicable Privacy Laws.

8 Requirements, Principles and Practices Between iGO and Operators

8.1 Gaming Data

The Operator will ensure it takes all necessary steps to comply with Section 12.04 and Article 13 of the OA and all relevant iGO policies in respect of its collection, use, disclosure, storage, disposal, processing and safeguarding of Gaming Data, including all PI contained therein. The Operator must cooperate with iGO to ensure the privacy and confidentiality of all Gaming Data. The Operator must notify iGO when the nature, volume, sensitivity, or function of the Gaming Data materially changes, such that the change would impact the risk profile related to that data or the change would have regulatory compliance or operational relevance or impact.

8.2 Subcontractors

The Operator's obligations under this Directive and the OA as they relate to Gaming Data and PI must flow through to the Operator's contractors and Subcontractors. The Operator is responsible for ensuring that its respective contractors and Subcontractors are obligated to adhere, where applicable, the obligations of the Operator relating to Gaming Data and PI. This responsibility includes maintaining oversight over and conducting regular audits of, contractors and Subcontractors and providing adequate evidence to iGO to demonstrate compliance with the FIPPA, Applicable Laws, the OA, this Directive and the Operator Obligations.



8.3 Operators' Privacy Impact Assessment (PIA) Required for New Initiatives

Pursuant to Section 13.06(1)(b) of the OA, the Operator and its Subcontractors must complete a PIA prior to commencing projects or initiatives involving iGaming Ontario PI. iGO may provide a PIA template which the Operators must follow when conducting, tracking, and analyzing PIAs. Notwithstanding Section 13.06(1)(b), and for greater clarity, this requirement to complete a PIA commences upon the expiry of a grace period of 180 days after the effective date of the OA.

8.4 Employee Privacy Training

Pursuant to Section 13.06(1)(c) of the OA, the Operator and its Subcontractors must conduct appropriate employee privacy training which is kept up to date. Further, the Operator must ensure that employees and other personnel understand the requirements of applicable Privacy Laws, this Directive and the OA, and how compliance with those requirements have been operationalized in the Operator's business. Where an employee performs a specialized duty relating to the Gaming Data, specialized training should be provided.

8.5 Assistance

The Operator must assist iGO in responding to any:

- Freedom of Information requests
- Access to information requests
- Correction requests
- Any other request relating to a privacy right granted to individuals that currently exists or that will exist during the term of the OA
- Privacy and/or data breach
- Privacy complaint (see additional detail in Complaints Management section below)
- Regulator inquiry
- Law enforcement investigation

The Operator must also ensure that their Subcontractors, through their contracts with their Subcontractors, assist iGO in the way outlined above.

Assistance includes without limitation, as iGO may reasonably request, providing access to documents, access to information, and support with client management.

8.6 Complaints Management

In the event a Player or other individual makes a privacy-related complaint to the Operator, the Operator will address the complaint pursuant to its publicly posted complaints process which must adhere to the Customer Care and Dispute Resolution Policy (the "CCDR") pursuant to Section 24.02 of the OA. In the event a Player exhausts the Operator's complaints process



without what they believe to be a satisfactory resolution, the Player may request a copy of their case file, which the Operator shall provide, in order to escalate the complaint to iGO. The Operator must aid iGO in the investigation and handling of that complaint, all in accordance with the CCDR.

8.7 Regulatory Reporting and Incident Management

8.7.1 Significant Risk

The Operator must report significant Privacy Risks to iGO. The Operator must also report any significant risks as required by the FIPPA to iGO.

8.7.2 Incident Management and Cooperation

The Operator must have an incident management plan and program, which is tested on a regular basis. The Operator must notify iGO of any material breaches of Gaming Data. The Operator must aid iGO and any related authorities in breach management and handling of any connected results from a breach.

The Operator must track all its breaches involving PI as is required pursuant to section 10.3(1) of PIPEDA, which includes all breaches and not just material ones. Further, at iGO's written request, the Operator must provide iGO with a report of all such breaches in a timely manner, but in any event no longer than 48 hours.

8.8 Audit Rights

The Operator will ensure it takes all steps to comply with Article 11 of the OA regarding the inspection by iGO of appropriate privacy records and as it relates to auditing privacy and security compliance.

8.9 Privacy Policy

Pursuant to Section 4.01(1)(c) of the OA, the Operator Group will implement the Operator Website terms and conditions that comply with Applicable Law and will ensure that each Player (including all Pre-Existing Customers) has accepted or will accept such Operator Website terms and conditions prior to being allowed to access any Operator Offerings. An appropriate Operator's Privacy Policy must be embedded in or incorporated by reference into the Operator Website terms and conditions. Pursuant to Section 13.12 of the OA, the Operator Group will develop its Operator's Privacy Policy that describes how PI is collected, used and disclosed in connection with the Operator Offerings. The Operator must submit to iGO their Operator's Privacy Policy for review and approval by secure file transfer at least 15 days prior to posting the Operator's Privacy Policy or any material amendments thereto. Amendments are considered material if they change the risk profile of the Privacy Policy or have regulatory compliance or operational relevance or impact.



The Operator must include in their Operator's Privacy Policy all the elements set out below in Section 9 of this Directive.

9 Operator's Privacy Policy Requirements, Practices, and Principles

9.1 Purpose of the Operator's Privacy Policy

The Operator's Privacy Policy should include a purpose that is clear and concise for the Player.

9.2 Definitions Required in Operator's Privacy Policy

The Operator's Privacy Policy must include definitions that support the Player's understanding of the relevant Applicable Law, privacy principles and practices, and adhere to definitions as defined in the OA or this Directive.

9.3 Operating as an Operator on behalf of iGO and Contact Details

The Operator must state that it is running the Operator Website and providing the Operator Offerings as part of the open and regulated internet gaming (igaming) market in Ontario conducted and managed by iGO and is collecting, using and disclosing PI on behalf of, and as agent to, iGO.

The Operator will include in the Operator's Privacy Policy the title of the Operator's accountable privacy executive who can answer the Player's questions about the collection of PI and other privacy concerns, along with an email address dedicated to privacy concerns, such as "privacynotices@operator.com" or something similar.

The Operator must monitor the email inbox on Business Days and ensure monitoring and management of that inbox when the usual staff are on vacation or there is turnover of staff. Those accountable for the inbox must respond to the privacy issues and questions on a timely basis.

9.4 Disclosing Legal Authority under which Operator is Collecting PI

The Privacy Policy must identify the legal authority under which the Operator is collecting PI, namely the *FIPPA*, *Ontario Regulation 722/21* made under the *Alcohol and Gaming Commission of Ontario Act*, and the *OA*.



9.5 PI Collection

9.5.1 PI collected

The Operator's Privacy Policy must include a section identifying the categories of PI the Operators collect (including name, address, verification/authentication data, payment data), and all other PI that is collected by the Operator.

9.5.2 Sources from which PI is collected

The Operator's Privacy Policy must identify all sources from which the Operator collects PI. If applicable, the Operator must indicate the use of electronic Know Your Client software provided by a third party to verify identity.

9.5.3 Purpose

The Operator's Privacy Policy must include a section that concisely and comprehensively identifies the purposes for which the Operator will use the PI. The purpose(s) must include the Operator Obligations under the OA and must not include any purposes and uses not permitted by the OA and/or Applicable Law.

9.6 Notification and Consent

9.6.1 Notification

The Operator must ensure that the Operator's Privacy Policy is clearly presented to and actively accepted by every Player (such as through the use of a tick-box). The Operator must be able to show evidence that the Player accepted the Operator's Privacy Policy. The Operator's Privacy Policy must be readily accessible at all times through the Operator Website and any Operator Offerings, including any applications.

9.6.2 Consent

To the extent required by applicable Privacy Laws, the Operator must obtain informed consent for the collection, use and disclosure of PI. The form of consent used must be appropriate based on sensitivity of PI and the reasonable expectations of the Player.

9.6.3 Material Amendments

To the extent that the Operator materially amends the Operator's Privacy Policy, the Operator will ensure that all Players actively accept the amended Operator's Privacy Policy prior to accessing the Operator Website.



9.7 Limiting Collection, Use, Retention, and Disclosure of Player PI

9.7.1 Limiting collection to only such that is required for the purposes

The Operator must limit the collection of PI to only the PI that is required for the identified purposes.

9.7.2 Limiting use to only identified purposes

The Operator must limit use of PI to only those purposes identified in the Operator's Privacy Policy.

9.7.3 Limiting retention of PI

The Operator must limit the retention of PI for only as long as required for the purposes identified in the Operator's Privacy Policy, subject to retention for the period prescribed by the OA, any relevant iGO policy and regulation.

Identified purposes and regulation-prescribed retention periods inform the Operator's retention and disposition policy and schedule. The Operator's Privacy Policy should include language that the PI will be disposed of in accordance with the Operator's retention and disposition policy and schedule.

9.7.4 Disclosure of PI

The Operator must limit the disclosure of PI to the purposes described in the Operator's Privacy Policy, which purposes must be in accordance with the OA and Applicable Law.

9.7.5 Processing PI Outside of Ontario

If the Operator or its Subcontractors process Player PI outside of Ontario, the Operator must disclose this in the Operator's Privacy Policy. If the Operator processes PI outside of Ontario, then the Operator will provide the equivalent security and coverage as required for PI located in Ontario. If Subcontractors hold PI outside of Ontario, the Operator will ensure Subcontractors are held to the equivalent privacy and security standards as the Operator.

9.8 Keeping the Information Accurate and Current

9.8.1 Operator Responsibility

The Operator must include a section in the Operator's Privacy Policy which discloses the responsibilities of the Operator in keeping Player Information and Player PI accurate and up to date, pursuant to Section 40(2) of the FIPPA.



9.8.2 Player Responsibility

The Operator must include a section in the Operator's Privacy Policy which describes the responsibilities of Players in keeping their PI and Player Information accurate and up to date.

9.9 Protection of Player PI

9.9.1 Operator assurance to Player

The Operator must include a section in the Operator's Privacy Policy detailing its commitment to protect Player PI and Player Information in connection with the Operator Offerings. The Operator's Privacy Policy will also describe what the Operator will do to protect the PI and how the Operator will mitigate privacy risks.

9.9.2 Operator advisory to Player regarding their responsibilities to protect their information in connection with Platform

The Operator should include a section in the Operator's Privacy Policy with information to aid the Player in protecting their PI and Player Information in connection with the Operator Offerings. This may include strong password guidelines, reasons for not sharing account information, and other security best practices.

9.10 Openness and Transparency

In addition to the requirements outlined in the OA and in Section 8.9 above, the Operator must post the Operator's Privacy Policy on the Operator Website and include a section in the Operator's Privacy Policy outlining how a Player can request additional information or ask questions about the Operator's Privacy Policy.

9.11 Player Individual Rights

9.11.1 Rights to Access, Deletion, Correction

The Operator must include a section in the Operator's Privacy Policy with a description of how Players may exercise their individual rights, including to request access, deletion and correction of their PI and Player Information. This section must be kept up to date to ensure that it addresses all rights made available to Players under Privacy Laws.

9.11.2 Subcontractors

The Operator must ensure that any Subcontractors agree to provide all reasonable and necessary assistance to the Operator and iGO to allow Operator and/or iGO to respond to individual requests, such as for access, correction, or deletion of PI.



9.12 Complaints Management

The Operator must include a section in the Operator's Privacy Policy providing Players with an Operator complaints process which is publicly posted. That process must align with the CCDR Policy. Additionally, the Operator must in fact be prepared to respond to any inquiry or concern a Player may have regarding the Operator's Privacy Policy in accordance with the process the Operator has described. Only if the Player remains unsatisfied with the resolution of their complaint after the Player has exhausted all recourse to the Operator's complaint process can the Player escalate their complaint to iGO. To escalate to iGO, the Player must furnish iGO with the case file generated with the Operator.

9.13 Operator Incident Breach Management and Cooperation

The Operator must include a section outlining the Operator's incident breach management plan and program. This includes notice that the Operator will notify iGO, and aid iGO and any related authorities in breach management and handling of any results from a breach.

9.14 Governing Law

The Operator's Privacy Policy and all related matters must be governed solely by the laws of Ontario, and the applicable federal laws of Canada.

10 Disclaimer

iGaming Ontario (iGO) reserves the right to amend from time to time this policy during the Operating Period as iGO considers necessary or appropriate, acting in its sole discretion. However, iGO shall consult with Operators that have executed an Operating Agreement with iGO, in a manner and at times as may be determined by iGO in its sole discretion, in advance of any amendments. Notwithstanding the foregoing, no such consultation, or lack thereof, shall limit iGO's discretion with respect to the implementation of any amendments. From and after the effective date specified by iGO, any amendments implemented will be deemed to constitute an iGaming Ontario Policy.

iGO may also use or disclose information to the Alcohol and Gaming Commission of Ontario (AGCO) in accordance with the AGCO's statutory mandate.

Collection, use and disclosure of the information is subject to the Freedom of Information and Protection of Privacy Act.





Customer Care and Player Dispute Resolution Policy

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1. Introduction

This policy (the “Policy”) pertains to Section 24.02 of the current Operating Agreement (the “OA”) between iGaming Ontario (“iGO”) and Operators and should be read in conjunction with that document as well as iGO’s Brand Guide Policy and Finance Policy.

The OA establishes iGO’s oversight of customer care and dispute resolution (“CCDR”) and specifically requires that Operators have processes and protocols in place to address and respond to Player Disputes. It also outlines reporting requirements for Operators related to their CCDR programs.

The intent of iGO’s CCDR Policy is to establish iGO’s expectations for what Operators’ CCDR programs should contain, including providing recourse for Players who have serious concerns, allegations or disputes related to the products, services, or actions of an Operator.

Disputes related to routine transactional issues (e.g., game play, account status, player account management, payment issues, technical issues such as the site being down, games being down for maintenance etc.), are to be resolved directly by the Operator with the Player in accordance with the parameters established with this Policy.

Player allegations of serious concerns and Player Disputes brought forward to iGO will be reviewed and where appropriate, iGO will work with the Operator and the Player on remedies to achieve resolution.

iGO will not directly address concerns where the allegation is regulatory or criminal in nature and will refer these matters to the appropriate authorities.

The Policy does not change, diminish or otherwise modify any Operator Obligations as defined the OA, unless expressly provided.

Capitalized terms used in this Policy have the meanings provided within. Where no such definition is provided, the capitalized term will have the meaning given in the current OA.

2. Applicability

The Policy is applicable to all Operators and their employees who interact directly with Players. The CCDR Policy is also applicable to any third-party vendor and employees who are providing customer care and Player support services on behalf of an Operator.



3. Framework

3.1 Know Your Responsibilities

Upon launching in the regulated igaming market in Ontario, the Operator must be able to demonstrate to iGO that it has CCDR resolution policies in place together with strong operating protocols and program methodologies. iGO may request documentation, details and reports in respect of any aspect of an Operator's CCDR program. Operators must provide requested information within 5 Business Days of iGO requesting documentation.

3.2 Governance Framework

For Player Disputes received by iGO that are related to routine and/or transactional issues:

- Players will be referred to the Operator if the Operator CCDR process has not been initiated and/or followed to conclusion. Players should demonstrate good faith in working with the Operator.
- In certain instances, the iGO Account Manager assigned to the Operator may reach out to the Operator to assist with resolution (e.g., too slow to resolve an issue, Player still not satisfied with resolution).

If a Player brings to iGO's attention serious concerns, allegations or disputes related to the products, services, or actions of an Operator, iGO has implemented an operating framework that ensures appropriate escalation and prioritization of these complaints takes place.

Under iGO's Brand Guide Policy, Operators are required to link to iGO's website. The iGO website will provide information and direction for Players, through a dedicated Player Complaints page, providing steps a Player can take to solve a Player Dispute, as well as how to contact iGO (e.g., by telephone or email) and submit Player Disputes for resolution. The iGO contact centre and website will require Players to provide a copy of the original complaint filed with the Operator along with the response and/or proposed resolution from the Operator. iGO will have dedicated staff who will be responsible for reviewing all Player Disputes received.

iGO's review of Player Disputes will reflect the following non-exhaustive principles:

- Disputes escalated to iGO will be reviewed with the Operator (as appropriate), unless directed otherwise by the Player
- iGO will refer complaints for regulatory matters to the Alcohol and Gaming Commission of Ontario (AGCO) (e.g., allegations of integrity, marketing complaints).



- iGO will refer allegations of unlawful activity (e.g., fraud, theft) to the AGCO and/or the appropriate enforcement authorities.
- For other Player Disputes that are not regulatory or do not involve allegations of unlawful behaviour, iGO may intervene if it deems it necessary. In such instances, iGO's resolution of the Player Dispute will be binding on the Operator.

3.3 iGO's Oversight Framework

The Operator must comply with their CCDR obligations established in the OA. The iGO Account Manager assigned to the Operator will work with the Operator when required to assist with Player Dispute resolution for those Player Disputes that are not resolved within the established Operator service standards, as described below.

4. CCDR Program

4.1 Customer Care General Requirements

Information about the CCDR program must be readily available to Players at all times.

Players must be provided with a mechanism to contact the Operator in a timely fashion with inquiries, issues and complaints relating to their player account, funds management or game play.

The mechanism to allow players to contact the Operator shall be at minimum, through one of the following communication channels: live chats, telephone, or email.

The Operator must have service standards for CCDR across all player communication channels and must make these standards available to Players.

The Operator must have in place varying methods to meet their service standards including Player wait times to connect with live agents or customer service representatives. The Operator must have mechanisms to provide player-facing messaging on issues in a timely manner and within established service levels.

4.2 Customer Care Employee Training

The Operator must have a comprehensive CCDR training program in place. This program must train all Player-facing staff to be knowledgeable on the activities required to handle interactions and escalate as required. It must also train staff to ensure that account documentation, follow-up



accountabilities and expectations regarding customer care and player service standards are clear and followed.

The Operator must have processes in place to ensure that all new staff receive training, as described above, and are evaluated prior to interacting with Players. It must also ensure that all training programs are kept current and updated as required.

The Operator must have a quality assurance (QA) program in place that ensures reviews are completed on a selection of interactions across all Player-facing staff on an established cadence. The QA program must be designed to ensure interactions with Players have been actioned in accordance with Operator-approved procedures. The Operator is to provide coaching and feedback to staff as required.

4.3 Customer Care Player Disputes, Complaints, Escalated Matters and Reporting

The Operator must have processes in place to ensure, verify and track that all Players have acknowledged and accepted the terms and conditions prior to iGaming Account creation. The Operator must also have a process in place that ensures that the Player acknowledges any subsequent material changes to the terms and conditions.

The Player Dispute process must be clearly outlined within the terms and conditions.

The Player Dispute process must also always be readily accessible to the Player on the Operator Website.

Player complaints and Player Disputes must be recorded and addressed in a timely, fair, transparent, and appropriate fashion.

The Operator must have processes in place that ensure that all Player Disputes and complaints are reviewed and escalated to their relevant team(s) of customer specialists who are trained and knowledgeable to determine the validity of the complaint and who will take the necessary action to resolve the complaint within the established service levels.

Operators must provide iGO with a quarterly report on their CCDR program within 30 days of the end of each Quarterly Period as defined in the Finance Policy ("Quarterly CCDR Program Report"). Each report must list Player Disputes that Operators were made aware of at least 90 days earlier and that are not resolved ("Unresolved Player Disputes") and contain the following information:

- Details of the Player Dispute
- Age of the Player Dispute since initiation



For clarity, Unresolved Player Disputes include:

- Player Disputes where iGO Account Managers are working together with the Operator on resolution
- Player Disputes where the Operator has taken all possible steps to remedy the Player Dispute, but the Player is not satisfied with the remedies proposed by the Operator
- Player Disputes pending litigation

The Quarterly CCDR Program Report must also include a status update on any previously reported Unresolved Player Disputes that have since been resolved that includes details of the resolution and outcome (“Resolved Player Disputes”).

iGO may require that the Operator provide further information related to Resolved or Unresolved Player Disputes and may intervene if required. In such instances, iGO’s resolution of the Player Dispute will be binding on the Operator.

5. Disclaimer

iGaming Ontario (iGO) reserves the right to amend from time to time this policy during the Operating Period as iGO considers necessary or appropriate, acting in its sole discretion. However, iGO shall consult with Operators that have executed an Operating Agreement with iGO, in a manner and at times as may be determined by iGO in its sole discretion, in advance of any amendments. Notwithstanding the foregoing, no such consultation, or lack thereof, shall limit iGO’s discretion with respect to the implementation of any amendments. From and after the effective date specified by iGO, any amendments implemented will be deemed to constitute an iGaming Ontario Policy.

iGO may also use or disclose information to the Alcohol and Gaming Commission of Ontario (AGCO) in accordance with the AGCO’s statutory mandate.

Collection, use and disclosure of the information is subject to the Freedom of Information and Protection of Privacy Act.



This is Exhibit "L" referred to in the Affidavit of Jesse Todres, sworn before me by videoconference at Toronto, Ontario on this 31st day of May, 2024 in accordance with O. Reg. 431/20.

Andriy Holuk

LSO No. 67149D

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WHY CAN'T I PLAY DFS IN ONTARIO?

The launch of the newly regulated gaming market in Ontario on April 4 requires that any DFS contests only include participants within the province of Ontario. This would severely limit the size of future contests, and lead to significantly smaller prizes - a product we know will not be attractive to our players in Ontario. Therefore, FanDuel has made the decision to discontinue our DFS contests within the province of Ontario, effective April 1st. FanDuel is hopeful that in the coming months regulations will change to allow larger contests, and should this change happen, FanDuel plans to bring our DFS product back to our players in Ontario.

Ontario residents can participate in daily fantasy contests while physically located in other provinces and within US states where daily fantasy is permitted. Additionally, Ontario residents will be able to utilize the FanDuel Sportsbook and Casino products launching in Ontario beginning April 4th.

All entries submitted prior to April 1st will run as normal and any winnings are fully eligible for withdrawal. Any tickets and Championship League entries won or entered on or prior to April 1st will also run as normal.

If you would like to withdraw your Fantasy account balance, you can do so here:

<https://www.fanduel.com/withdrawals> (<https://www.fanduel.com/withdrawals>)

(<https://www.fanduel.com/withdrawals>)

Additional questions? Feel free to chat with our support team using the chat button below.

DID THIS ARTICLE ANSWER YOUR QUESTION?

Yes

No

Related articles

How do I change my FanDuel password or email?

I won my bet. How long will it take for my winnings to get into my FanDuel account?

What is FanDuel's Blackjack GO?



LIVE CHAT

Can I create my own fantasy contest?

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- Contact us
- Accessibility
- Terms of Use
- Privacy
- Do not sell my info

Responsible Gaming

- <https://www.fanduel.com/rg>
- User limits
- Timeout
- Self-exclusion
- Player activity statements

FanDuel Inc

New York, NY



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If you or someone you know has a gambling problem or wants help, [please check out our Responsible Gaming resources](https://support.fanduel.com/s/article/What-is-FanDuel-Responsible-Gaming) (<https://support.fanduel.com/s/article/What-is-FanDuel-Responsible-Gaming>).

5/30/24, 6:21:03 PM

LIVE CHAT

This is Exhibit "M" referred to in the Affidavit of Jesse Todres, sworn before me by videoconference at Toronto, Ontario on this 31st day of May, 2024 in accordance with O. Reg. 431/20.

Andriy Holuk

LSO No. 67149D

Report:
**Ontario iGaming Market
Channelization**

Prepared for:



AGCO

Alcohol and Gaming
Commission of Ontario



April 3, 2024

Ipsos
160 Bloor Street E., Suite 300
Toronto, ON M4W 1B9

Contact:
Scott Morasch, Senior Vice President
778-373-5004



BACKGROUND

On April 4, 2022, the Ontario provincial government opened a competitive, regulated iGaming market in the province. This enabled eligible private gaming operators to register with the Alcohol and Gaming Commission of Ontario (AGCO) and contract with iGaming Ontario (IGO), to participate in Ontario's legal gaming market. Prior to this launch, the Government of Ontario estimated that 70% of online gambling was taking place on unregulated sites.¹

Having a regulated iGaming market means the provincial government qualifies the organizations that may operate legally, making sure that they are held to established standards of operator and game integrity, offer the necessary player protections, and contribute to provincial revenues.

STUDY PURPOSE

In 2023, the AGCO and iGO commissioned Ipsos to investigate the rate of channelization in the iGaming sector in Ontario, which is to say the degree to which Ontarians are shown to be shifting their online gambling activity from unregulated to regulated sites.

The specific goal of the research was to assess which websites and/or apps online gamblers report using. This data would then be used to codify users into groups depending on whether the gambling sites reported are legal/regulated or not. Results of that study showed that 85.3% of recent (past three months) online gamblers in Ontario had recently gambled on a regulated website. The purpose of the study in 2024 was to run the same study with the same methodology to see if there was a shift in channelization.

STUDY METHODOLOGY

The results reported herein were obtained from an Ipsos survey collected from January 29 to February 15, 2024.

For this survey, a total sample of 2,016 Ontarians aged 19+ were interviewed. This included a general population sample of 1,009 Ontarians, with an additional sample boost of 1,007 Ontarians who gambled or wagered real money bets online in the past three months. Quotas and weighting were employed to ensure that the general population sample's composition reflects that of the Ontario population according to census parameters. This resulted in a total sample of 1,299 Ontarians who gambled or wagered real money bets online in the past three months.

The precision of Ipsos online surveys is measured using a margin of error. In this case, the results are accurate to within ± 2.2 percentage points, 19 times out of 20, had all Ontarians aged 19+ been polled.

The margin of error will be wider among subsets of the population, for example, among past three-month online gamblers (n=1,299) the margin of error is ± 2.7 percentage points. All sample surveys and polls may be subject to other sources of error, including, but not limited to coverage error, and measurement error.

¹ <https://news.ontario.ca/en/release/1000471/ontario-creating-a-safe-legal-and-competitive-online-gaming-market>

OVERALL RESULTS

At a total of 86.4% in 2024, the Ontario iGaming market continues to achieve a high rate of legal/regulated play.

Ipsos' survey results found that a large majority of online gamblers in Ontario continue to play on regulated iGaming sites. Specifically:

- 86.4% of respondents who have gambled online in Ontario over the past three months report having wagered on a regulated website.
- 13.6% of respondents who have gambled online in Ontario over the past three months report having wagered only on unregulated websites.

Further, among the 86.4% who are using regulated websites, Ipsos' study found that 19.9% have wagered on a combination of regulated and unregulated websites.

Ipsos' survey results were also able to determine the prevalence of online gambling in Ontario. Using a census representative sample of n=1,009 respondents, the study concluded:

- 35.2% of Ontario residents have gambled online in the past year.
- 29.5% of Ontario residents have gambled online in the past three months.
- 20.3% of Ontario residents have gambled online in the past month.

Using the census weighted general population sample, some key demographics of Ontarians who have gambled or wagered real money bets online in the past three months are listed below:

Age	
19-34	38.7%
35-54	42.5%
55+	18.8%

Gender	
Male	64.5%
Female	35.5%

Education	
High School or Less	31.9%
Some University	30.0%
University Degree+	38.1%

Household Income	
Less than \$75k	52.5%
\$75k+	47.5%

Ipsos is the third largest market research company in the world, present in 90 markets and employing more than 18,000 people.

Our research professionals, analysts and scientists have built unique multi-specialist capabilities that provide powerful insights into the actions, opinions and motivations of citizens, consumers, patients, customers or employees. Our 75 business solutions are based on primary data coming from our surveys, social media monitoring, and qualitative or observational techniques.

Founded in France in 1975, Ipsos is listed on the Euronext Paris since July 1st, 1999. The company is part of the SBF 120 and the Mid-60 index and is eligible for the Deferred Settlement Service (SRD).

ISIN code FR0000073298, Reuters ISOS.PA, Bloomberg IPS:FP

www.ipsos.com



TAB 5

COURT OF APPEAL FOR ONTARIO

IN THE MATTER OF A REFERENCE to the Court of Appeal pursuant to section 8 of the *Courts of Justice Act*, RSO 1990, c. C.34, by Order-in-Council 210/2024 permitting international play in an online provincial lottery scheme

AFFIDAVIT OF GEORGE SWENY

(Sworn May 31, 2024)

I, George Sweny, of the City of Toronto, in the Province of Ontario, hereby **MAKE OATH AND SAY** as follows:

1. I am the Vice-President of Regulatory Affairs for Flutter International, a division of Flutter Entertainment plc. (hereafter, "**Flutter**"). I have held this role (with Flutter or its predecessors) for nine years. Prior to holding this role, I worked in a number of senior positions with the Ontario Lottery and Gaming Corporation; British Columbia Lottery Corporation; and the Alcohol and Gaming Commission of Ontario ("**AGCO**").
2. I sit on the board of the Responsible Gambling Council and the advisory board of the National Council on Problem Gambling, and I previously served for multiple terms on the board of the Canadian Gaming Association. As such, I have personal knowledge of the matters contained herein.
3. While this affidavit describes the operations of Flutter and its subsidiaries, my belief based on my extensive experience in the gaming industry is that the experiences of Flutter and its subsidiaries are consistent with those of other large international gaming enterprises, which operate in broadly similar ways.

A. Flutter Entertainment

4. Flutter is a global leader in online gambling and sports betting. The company, which is headquartered in Dublin and incorporated pursuant to the laws of Ireland, was established in 2016 following a merger between Paddy Power plc and Betfair Group plc.
5. Flutter's subsidiaries operate some of the world's largest gaming brands, including PokerStars, FanDuel, Betfair, SportsBet, Paddy Power, Sisal, Sky Betting & Gaming, Max Bet, and Jungle Games. Through these subsidiaries, Flutter offers online gambling and sports betting in jurisdictions around the world, including in Australia, England, France, Ireland, India, Italy, Serbia, Spain, and the United States. In 2023, the various Flutter entities cumulatively averaged 12.3 million online players each month.

B. Flutter's operations in Ontario

6. Two of Flutter's subsidiaries, TSG Interactive Canada Inc. (referred to hereafter as PokerStars, its primary brand) and FanDuel Canada ULC ("**FanDuel**"), operate in Ontario.
7. Both entities are registered by the AGCO. They have both entered into Operating Agreements with iGaming Ontario ("**iGO**") to offer online gaming and betting to individuals in Ontario on behalf of iGO ("**igaming**").
8. PokerStars offers poker, sports betting, and casino games in Ontario. FanDuel offers individuals in Ontario certain types of sports betting and casino games.

9. A “peer-to-peer” game is one in which the players play against each other, as opposed to ‘the house’. The only peer-to-peer game offered by Flutter in Ontario is poker, through PokerStars.
10. Daily Fantasy Sports, a type of peer-to-peer game where participants compete against each other to win a prize comprised of their wagers based on the outcome of sporting events, is offered by FanDuel in other jurisdictions, but not in Ontario.

i. Compliance with Ontario’s regulatory regime

11. In making games available to the public in Ontario on behalf of iGO, PokerStars and FanDuel, as well as some of their suppliers, are registered with the AGCO. Both entities strictly abide by the *Gaming Control Act, 1992*, and the Registrar’s Standards established by the AGCO as part of the province’s regulatory framework governing internet gaming.
12. This compliance includes ensuring that these entities meet the AGCO’s requirements regarding measures relating to responsible gambling; avoiding unlawful activity, including money laundering and cheating; and access management, including preventing minors from playing. In doing so, they establish their ability to offer igaming on behalf of iGO with honesty, integrity, in a financially responsible manner, and in the public interest.

ii. Compliance with iGO’s contractual requirements

13. PokerStars and FanDuel also abide by the contractual terms imposed pursuant to their Operating Agreements with iGO, as well as iGO’s policies, to ensure that the online games they offer as iGO’s agents are delivered in accordance with iGO’s

purposes and mandate, including promoting responsible gaming. These terms require PokerStars and FanDuel to obtain independent accreditation from the Responsible Gambling Council's RG Check program.

14. It is my understanding that the terms of iGO's Operating Agreements are standardized and non-negotiable. In offering games and sports betting to the public in Ontario on iGO's behalf, Flutter's subsidiaries accept and abide by iGO's directives and its control over fundamental aspects of their operations.

15. These requirements include strict mandates governing:
 - player management (including excluding minors and individuals located outside of Ontario);
 - revenue collection (gaming revenue is collected and held separately on iGO's behalf);
 - game eligibility (iGO may require or prohibit games at its discretion);
 - data (iGO has full and unrestricted access to and control of all gaming data, player registration; and transaction data);
 - branding and marketing (iGO has extensive control over whether, where, and how operators advertise);
 - audit and oversight (iGO has broad and extensive rights to inspect operators' accounts and records);
 - customer care (iGO mandates dispute resolution programs);
 - anti-money laundering (operators must maintain rigorous anti-money laundering and terrorist financing programs); and
 - responsible gaming (operators are required to carry out a number of important and ongoing actions intended to address problem gambling).

C. “Liquidity”

16. In the gaming context, liquidity refers to the funds provided by players participating in an online game. Ontario’s igaming model, which is restricted to players physically located in Ontario, is what is characterized in the gaming industry as a “closed liquidity” or “restricted liquidity” regime, where the pool of potential players is limited geographically to one jurisdiction. Further, iGO mandates that the funds that make up the betting pools in peer-to-peer games must originate in Ontario.
17. PokerStars and FanDuel comply with these restrictions using technical measures which are often referred to as “geofencing”. Only individuals with IP (internet protocol) addresses originating in Ontario are permitted to participate in igaming.

D. Ontario’s proposed model involving international play

18. In this reference, Ontario has proposed a modified version of igaming where players in Ontario playing on an iGO operator’s platform could participate in games and betting that involve players located outside of Canada, as described in the schedule to OIC 210/2024. In essence, the model would permit what is known in the industry as pooled liquidity.
19. Under this model, iGO would continue to conduct and manage igaming, using operators as its agents, in the same manner and to the same extent as it currently does. Operators such as PokerStars would continue to abide by all of the terms in their existing Operating Agreements with iGO, within the conduct and manage matrix. Operators would also continue to be subject to Ontario’s regulatory regime,

including mandatory registration by the AGCO and ongoing compliance with the AGCO Registrar's Standards.

20. Players located outside of Canada would continue to be excluded from gaming under this approach. Those players would participate in games using the distinct operator's platform available in their jurisdiction. They would be subject to the laws and regulations in place in that jurisdiction and not the laws and regulations of Ontario.
21. The funds that would form the betting pools available to be won by all players at a table, or in a fantasy sports league, would come from players located in Ontario and from players located outside of Canada. Importantly, betting pools would continue to exclude funds from players located in other jurisdictions in Canada in the absence of an agreement between Ontario and those jurisdictions.
22. Using poker as an example, a player in Ontario would be able to sit down at a virtual poker table and compete with players from around the world. Similarly, if daily fantasy sports were to be offered, an individual in Ontario could wager and participate in a daily fantasy sports league involving individuals from outside of Canada.
23. The technology that powers the complex platforms for international gaming sites is extremely sophisticated and mature. Based on my experience at Flutter and in the international gaming industry generally, there are no operational, technical or practical barriers to the adoption of this model in Ontario.

24. Indeed, this is an approach that is already in place in various forms in a number of jurisdictions around the world. For example, France, Portugal and Spain have entered into an agreement wherein players from those jurisdictions may compete against each other in online poker, pooling their liquidity. The US states of Delaware, Michigan, New Jersey and Nevada have entered into a similar agreement authorizing a pooled liquidity model for those jurisdictions; since this agreement was initially concluded, West Virginia has joined.

Attached hereto as Exhibit “A” to this affidavit is a true copy of the Multi-State Internet Gaming Agreement between Delaware, Michigan, New Jersey, and Nevada, dated May 23, 2022.

Attached hereto as Exhibit “B” to this affidavit is a true copy of the Agreement concerning online poker liquidity sharing between France, Italy, Portugal, and Spain.

25. In each of these pooled liquidity systems, each jurisdiction’s specific governance requirements and rules continue to apply to the individuals participating from those jurisdictions.
26. Similarly, under the model that Ontario has proposed in the schedule to the OIC, iGO would continue to conduct and manage igaming in Ontario in the same way that it does now.
27. Virtually every aspect of a game offering could be customized to ensure that individuals in Ontario only participate in peer-to-peer games and betting which conform to Ontario’s rules, whether legal, regulatory, or contractual.

28. For example, requirements can be imposed governing the age or location of participants; the percentage of the rake; the types of games that are offered; maximum bets; the nature of the dispute resolution process; game integrity measures; responsible gaming measures; anti-money laundering measures; branding; and how gaming revenue is treated and segregated.

i. The benefits of pooled liquidity

29. Pooled liquidity models have a number of benefits in terms of the gaming experience that can be offered to players. By increasing the potential number of participants, operators are able to make more (and more types of) games available and at more times of the day. Significantly, the value of betting pools in these games is also likely to be greater. Players also have access to other types of offerings, such as poker tournaments with significantly more participants and larger prize pools.

30. This has the effect of enhancing the experience and consequently attracting more players than gaming operations where liquidity is restricted, as it currently is in Ontario. In restricted liquidity systems, the appeal of games is more limited and players may be less inclined to use those platforms.


31. As a consequence, and given the more limited opportunities to generate revenue, operators are less likely to invest in the market and make more resource-intensive offerings available, such as tournament play or daily fantasy sports.

32. In this scenario, individuals may turn to gaming platforms that are not conducted and managed by Ontario, which may not have the same protections and

safeguards against fraud, cheating, money laundering, and problem gambling, among other harms, for these offerings.

- 33. This is reflected in the experience of Flutter’s subsidiaries in pooled liquidity markets. In general, we have observed a 15% increase in gross gaming revenue for our poker offerings in scenarios where liquidity has been pooled.
- 34. Where liquidity is restricted, our subsidiaries have been less inclined to make significant investments. For example, while FanDuel offers daily fantasy sports in markets with pooled liquidity, it does not in Ontario.
- 35. I swear this affidavit at the request of the Attorney General of Ontario for use in this Reference and for no other or improper purpose.

SWORN remotely by George Sweny in)
 the City of Calgary, in the Province of)
 Alberta, before me at the City of Toronto,)
 in the Province of Ontario, this 31st day of)
 May 2024, in accordance with O. Reg)
 431/20, *Administering Oath or*)
Declaration Remotely.

DocuSigned by:

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DocuSigned by:

 4263DDF5EF7340E...

George Sweny

LSO No. 83164E

This is Exhibit "A" referred to in the Affidavit of George Sweny, sworn remotely by George Sweny in the City of Calgary, in the Province of Alberta, before me at the City of Toronto, in the Province of Ontario, this 31st day of May 2024, in accordance with O. Reg 431/20, *Administering Oath or Declaration Remotely*.

DocuSigned by:

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LSO No. 83164E

Multi-State Internet Gaming Agreement

(dated February 25, 2014; amended September 27, 2017; further amended as of March 29, 2022; further amended as of May 23, 2022)

WHEREAS, as of the date of the execution of this Agreement by the Initial Member States, federal laws, including the Unlawful Internet Gambling Enforcement Act of 2006 and the Interstate Wire Act of 1961, leave to the States the ability to license and regulate certain Internet Gaming;

WHEREAS, the Member States have well-established legalized regimes regulating gaming in multiple forms, including casino gaming, lotteries and Internet Gaming, and the Member States control the regulation of gaming within their jurisdictions consistent with the highest standards of security, integrity and public accountability;

WHEREAS, the Member States believe that cooperation among them will serve the best interests of the Member States, their Patrons, and Licensees through an enhanced Patron experience contributing to the commerce of each Member State and optimizing the opportunity for revenues from Internet Gaming;

WHEREAS, the Initial Member States plan to pursue Internet Poker as the initial Internet Gaming offering under this Agreement, providing Patrons of Internet Poker within the Initial Member States the opportunity to compete against each other, while remaining subject to the laws and regulations of their respective Member States; and

WHEREAS, the Member States recognize the need to develop a regulatory infrastructure for Internet Gaming under a cooperative regime supported by each Member State, implementing best practices in Internet Gaming regulation.

NOW, THEREFORE, the Member States, as parties to this Agreement and to attain these mutually beneficial objectives, do hereby agree as follows:

Article I: Title

This Agreement shall be referred to as the Multi-State Internet Gaming Agreement (“Agreement”).

Article II: Purpose

The Member States are entering into this Agreement for the purpose of allowing Patrons of Internet Gaming within each Member State to avail themselves of an enhanced Internet Gaming experience that is offered through a common infrastructure utilizing the highest standards of regulatory practices in Internet Gaming in an effort to:

1. Expand access to certain Internet Gaming services by offering them to Patrons of Member States in a well-regulated, secure and publicly accountable system designed to create a positive Patron experience (a) that limits access to minors, those with gambling problems, and others who should not be gaming; (b) that ensures such games are conducted only in

States where such activity is legal; and (c) that ensures such games are fair and conducted honestly;

2. Provide Internet Gaming services in a manner designed to maximize the net revenues to Member States, consonant with the dignity of each Member State and the general welfare of its citizens;
3. Improve the competitiveness of Internet Gaming Licensees; and
4. Enhance the Internet Gaming offerings of Member States by increasing liquidity, improving Patrons' experience, promoting convenience and adding to the variety of offerings for Patrons.

Article III: Definitions

“Designated Signatory” means the person, as determined by each Member State in accordance with its state law, who shall sign documents as required under the Agreement. Such person may be, without limitation: (a) the chief executive of a Member State or his or her designee; (b) a person designated by state law to regulate multi-state Internet Gaming within a Member State or his or her designee; or (c) a person designated by an agency, department, or instrumentality of a Member State pursuant to state law to regulate multi-state Internet Gaming within the Member State.

“**Initial Member States**” means the State of Nevada and the State of Delaware.

“**Internet**” means the international computer network of interoperable packet switched data networks.

“**Internet Gaming**” means Internet Poker and Other Internet Gaming.

“**Internet Poker**” means a real money Poker game conducted over the Internet using virtual representations of cards and Poker chips.

“**Internet Poker State Revenue**” means revenue due to a Member State from Licensees offering Internet Poker to Patrons of such State, in connection with the operation of Internet Poker games under such license, whether that revenue is in the form of taxes, duties, levies, or any other form.

“**License**” means a license or permit issued by a Licensing Body of a Member State, allowing its recipient to offer Internet Gaming to Patrons.

“**Licensee**” means a person that has been issued a License by one or more Member States.

“**Licensing Body**” means an entity authorized to grant Licenses pursuant to the applicable law of the respective Member State.

“**Licensing State**” means, with respect to a Licensee, a State which issued the License.

“Member State” or “Member States” means the States that are parties to this Agreement.

“Member State Representative” means the person, as determined by each Member State in accordance with its state law, who shall serve as a member of the Association. Such person may be, without limitation: (a) the chief executive of a Member State or his or her designee; (b) a person designated by state law to regulate multi-state Internet Gaming within a Member State or his or her designee; or (c) a person designated by an agency, department, or instrumentality of a Member State pursuant to state law to regulate multi-state Internet Gaming within the Member State.

“Multi-State Internet Gaming Association” or “Association” means a limited liability company sited in Delaware and formed under the laws of the State of Delaware in accordance with Article VII of this Agreement.

“Multi-State Internet Gaming Association Members” or “Association Members” means the Member State Representatives serving as the member-managers of the Association in accordance with the terms of the Association’s operating agreement, as amended from time to time.

“Other Internet Gaming” means non-Poker real money gaming offerings conducted in the United States by Licensees over the Internet in which the game is an Internet variation or compilation of slots or table games found in full service casinos using virtual representations of cards, slots, dice, chips, roulette wheels, and similar items.

“Other Internet Gaming State Revenue” means revenue due to a Member State from Licensees offering Other Internet Gaming to Patrons of such State, in connection with the operation of Other Internet Gaming offerings under such license, whether that revenue is in the form of taxes, duties, levies, or any other form.

“Person” means an individual, association, corporation, partnership, joint venture, society, or any other type of business entity or company, and any combination of individuals.

“Poker” means any peer-to-peer non-house banked card game commonly referred to as Poker, whether played as a cash game or in the form of a tournament, including any variations thereof approved by a Licensing Body.

“Patron” means any natural person physically present in a Member State and legally entitled, under the laws of that Member State, to engage in Internet Gaming.

“Patron State” means, with respect to a Patron, the State in which that natural person is physically present when participating in Internet Gaming.

“State” means a governmental unit within the United States that exercises governmental functions and includes, without limitation, the respective departments, agencies, or instrumentalities thereof.

Article IV: Requirements to Join

1. The Initial Member States have entered into this Agreement as of the date first written above. Other States may join this Agreement by any means authorized by the laws of any such State as long as (i) such State agrees to act in accordance with the terms of this Agreement, and (ii) two-thirds (2/3) of the Member State Representatives who compromise the Association's Member States vote to recommend that the State execute this Agreement. Notwithstanding the Member State Representatives' recommendation, however, no State shall be admitted as a Member State unless and until a Notice of Admission is signed by the Designated Signatory of each Member State whose Member State Representative voted to recommend admission of such State.
2. No State shall be eligible to become a Member State unless the Association Members determine that such State's prospective Licensees, and the system of Internet Gaming offered thereby, meet the minimum standards set forth in Exhibit A of this Agreement, as the same may be amended from time to time by the Association Members. Each Initial Member State hereby confirms that the other Initial Member State meets such minimum standards. Except as otherwise provided in this Agreement, each Member State retains all authority granted to it by its Legislature or its equivalent governing body, including, without limitation, all authority regarding licensing, technical standards, resolution of Patron disputes, requirements for bankrolls, enforcement, accounting, and maintenance of records regarding Internet Gaming.
3. Each Member State represents that its applicable State laws do not prohibit Licensees from allowing Patrons from other Member States to play Internet Poker against each other. Each Member State further represents that its applicable State laws and regulations require each Patron to access Internet Gaming services exclusively through websites operated by Licensees in such Patron State. To the extent permitted by Member State law, Other Internet Gaming offerings may be added in accordance with this Agreement, including, but not limited to, the additional Internet Gaming offerings set forth in Exhibit B. Member States offering such additional Internet Gaming shall ensure their applicable State law allows the following, as applicable: (a) Licensees may permit Patrons from other Member States to play such additional Internet Gaming offerings; and (b) Patrons from one Member State to play such additional Internet Gaming offerings with or against Patrons of other Member States.

Article V: Operation of Internet Poker and Other Internet Gaming

1. A Licensee may pool the liquidity of its Internet Poker Patrons located in any Licensing State, subject to the laws and regulations of the applicable Licensing States, to allow its Patrons from those Licensing States to play Internet Poker against each other.
2. If Other Internet Gaming offerings are added in accordance with this Agreement, including, but not limited to, the additional Internet Gaming offerings set forth in Exhibit B, then a Licensee may offer such Other Internet Gaming to its Patrons in any Licensing

State which permits the same type of Other Internet Gaming, to the extent permitted by and subject to the laws and regulations of the applicable Licensing State. To the extent permitted by applicable state law, a Licensee may allow its Patrons from different Licensing States that permit the same type of Other Internet Gaming to play with or against each other.

3. The failure of a Licensee to obtain licensure from any Licensing State shall not disqualify such Licensee from pooling liquidity among its patrons in Member States in which it is licensed, or from operating in a Member State in which it is licensed.
4. A Licensee shall not offer Internet Gaming directly to Patrons of another Member State unless permitted under the applicable state laws of both the Licensing State and the Patron State and offered in accordance with this Agreement.
5. The server on which game software resides, and from which a Licensee operates Internet Gaming that is pooled with New Jersey patrons, shall be located in Atlantic City, New Jersey. The servers on which the accounting and wagering software resides, through which patrons create individual gaming accounts and make wagers, pay buy-ins and entry fees, or otherwise pay to participate in Internet Gaming, shall be located wherever permitted under the law of the appropriate Member State.
6. It shall be permissible for a Licensee to offer a progressive jackpot funded by both online and land-based patrons located in Member States if permitted under the laws of the Member States where such jackpots are linked. By way of example, patrons wagering online in New Jersey at a progressive system could be contributing to, and playing for, the same jackpot as patrons wagering at a land-based facility in Delaware if both Delaware and New Jersey permit, under their respective state laws, a licensee to offer a progressive jackpot which is funded by contributions from land-based and online patrons. A land-based gaming facility that is not regulated by a Member State is not eligible to offer or otherwise participate in a progressive jackpot funded by both online and land-based Patrons under this Agreement.
7. Internet Gaming under this Agreement may be conducted only within the United States.

Article VI: Internet Gaming Revenue

1. Each Member State shall be entitled to receive the Internet Poker State Revenue generated from the provision of Internet Poker to Patrons of that Member State, regardless of the location of the Licensee that provided those services. Member States shall not be entitled to Internet Poker State Revenue generated from the provision of Internet Poker to Patrons of any other Member State, regardless of the location of the Licensee that provided those services.
2. Each Member State shall be entitled to determine the Internet Poker State Revenue structure (including rate and base of calculation) due as the result of the provision of

Internet Poker to its Patrons. Each Member State shall communicate to other Member States the details of its Internet Poker State Revenue structure, and provide the other Member States with the necessary guidance and tools for assessment of the Internet Poker State Revenue due to it.

3. For the purpose of calculating the Internet Poker State Revenue due by the Licensee to each Member State, the following shall apply – (a) where Internet Poker State Revenue is calculated on the basis of commissions collected by a Licensee from participating players per round of play (“rake”), such commission shall be individually attributed to players who had placed wagers within that round of play on a pro rata basis reflecting each player’s weighted contribution to the commission collected within that round of play; and (b) where Internet Poker State Revenue is calculated on the basis of tournament fees, such fees shall be attributed to each Patron State in accordance with the physical presence of each tournament entrant at the time of entry into said tournament. Furthermore, aggregate prizes or other amounts paid to winning tournament entrants shall be attributed to each Patron State proportionally based on the percentage of total entry fees paid by tournament entrants physically present in each Patron State at the time of entry.
4. Each Licensing State shall collect, on a monthly basis, all applicable Internet Poker State Revenue from its Licensees, and distribute to the Patron States their respective share of Internet Poker State Revenue in accordance with this Agreement. Member States may agree on administrative procedures among the Licensing States, including requiring the Licensees to conduct such collections and distributions themselves, in connection with the distribution of Internet Poker State Revenue. Member States may also agree on the payment to one another of reasonable administrative fees for performing such collections, distributions and administrative procedures.
5. Licensees providing Internet Poker under separate Licenses issued by different Licensing States shall report and remit the Internet Poker State Revenue due from them to the relevant authorities of each Licensing State with regard to the Internet Poker State Revenue generated under each respective License.
6. If Other Internet Gaming offerings are authorized under this Agreement and by the laws of the Member States offering such Other Internet Gaming, each Member State shall be entitled to receive the revenue generated by the Patron State from the provision of such Other Internet Gaming offerings, regardless of the location of the Licensee that provides such Other Internet Gaming offerings. In addition, if authorized under this Agreement and by the laws of the relevant Member States, a Licensee or other entity regulated and authorized by each Member State in which it operates an online progressive system, or a progressive system by which online and land-based players wager to win a common jackpot, shall submit internal controls to each Member State where patrons are permitted to participate in wagering on such systems. Any such online progressive system shall operate only in Member States that have given approval to internal controls.

Article VII: Governance

1. The Initial Member States shall establish, and each Member State shall join, a Multi-State Internet Gaming Association to facilitate the implementation of Internet Poker and any Other Internet Gaming offerings authorized under this Agreement, and to oversee the operation by Member States of Multi-State Internet Gaming pursuant to the terms of this Agreement.
2. The Multi-State Internet Gaming Association shall be governed by the Association Members, which shall be comprised of the Member State Representatives of each Member State. The initial operating agreement of the Association shall set forth the rules and procedures for the operation of the Association. The duties of the Association Members shall include approving modifications to the operating agreement; the addition of Other Internet Gaming offerings; recommending the admission of new Member States in accordance with Article IV of this Agreement; recommending the expulsion of Member States in accordance with Article XII of this Agreement; and such other duties as shall be required under this Agreement. In addition, the Association Members shall have such other duties as set forth in the operating agreement, which may, but shall not be required to, include the adoption of policies and procedures relating to hiring employees, assessing fees, and acquiring, owning and disposing of property.
3. The Association Members shall initially have a Board with a Chairperson and a Vice-Chairperson who shall be Member State Representatives. Except as set forth in Section 4 of Article VII, for the first four (4) calendar years during the term of this Agreement, for so long as they are parties to this Agreement, the Member State Representatives of the Initial Member States shall serve as Chairperson and Vice-Chairperson, respectively, on an alternating basis for terms of two (2) years each. Thereafter, the terms of the Chairperson and Vice-Chairperson shall be as set forth in the operating agreement.
4. The Board shall terminate upon the effective date of the amendment of this Agreement in 2017. Thereafter, all functions and decisions of the Association shall be performed by the Association Members.

Article VIII: Cooperation and Transparency

1. Member States shall take all reasonable steps to ensure cooperation among their respective law enforcement agencies. Each Member State shall have a designated law enforcement representative or a representative of the Licensing Body who is responsible for communications with the law enforcement representatives or representatives of the Licensing Bodies of the other Member States relating to matters arising under this Agreement.
2. No variation, derogation or waiver by a Member State from the requirements of this Agreement is permitted absent the consent of the Multi-State Internet Gaming Association.

3. No subordinate or side agreements relating to the provision of Internet Poker, or Other Internet Gaming offerings approved by the Multi-State Internet Gaming Association, are permitted among any subset of Member States. However, under this Agreement, any Internet Gaming Licensee authorized to accept Internet wagering by two or more Member States, but not by all Member States, is permitted to operate in those Member States in which it is authorized. To the extent permitted by and subject to applicable state law, such Licensees may combine or otherwise link Patrons of those Member States in which the Licensees are authorized to operate. Notwithstanding the foregoing, any subset of Member States may enter into subordinate or side agreements with respect to sharing revenues and/or costs, including, without limitation, sharing certain oversight functions and marketing efforts.
4. The Multi-State Internet Gaming Association shall establish protocols for Member States to keep each other Member State informed of the laws, rules and regulations governing Internet Gaming and Licensees of such Member State and any modifications to such laws, rules and regulations.
5. The Member States agree that this Agreement cannot contemplate all issues or areas of concern, whether they be of a regulatory or technical nature, and further agree to cooperate with one another, and through participation in the Association, in such a manner as to fulfill their own statutory and regulatory mandates while complying with this Agreement.
6. Licensees shall be required, upon demand, to provide the Licensing Body of any Licensing State with the data reasonably necessary to properly perform any audit deemed necessary by a Member State, and such data shall be provided by the Licensing Body to its counterpart in the relevant Patron State.

Article IX: Data Protection

Any data shared between Member States concerning this Agreement, or sent, released, or obtained pursuant to the procedures mandated within this Agreement, shall be deemed privileged and confidential by and between the Member States subject to the respective right-to-know and open records statutes of the Member States. To that end, the Member States hereby agree to share data as required for implementation of this Agreement in accordance with the Member States' applicable privacy and data protection laws.

Article X: Dispute Resolution

1. Member States shall attempt to resolve any dispute between or among them in connection with this Agreement through good faith negotiations for a period of not less than forty-five (45) days between Member State Representatives.
2. If the dispute has not been resolved by negotiation as provided above, either party may commence mediation by providing the other party with written notice setting forth the

subject of the dispute, claim or controversy and the relief requested. Except as otherwise set forth in this Article X, mediation procedures shall be determined by the Member States. The Member States that are not involved in the dispute (if any) shall choose the mediator; provided, however, that if all of the Member States are involved in the dispute, all of the Member States shall choose the mediator.

3. The parties acknowledge that mediation proceedings are settlement negotiations and that, to the extent allowed by applicable law, all offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by any of the parties or their agents shall be confidential and inadmissible in any subsequent arbitration or other legal proceedings involving the parties; provided, however, that evidence which is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation.
4. The authority to resolve any dispute between a Patron of any Member State and a Licensee shall reside with the relevant authorities of the Patron State, in accordance with the laws and regulations of that State. The Member States will cooperate as necessary to allow such authorities to effectively resolve any such dispute.
5. If any dispute arises between or among Patrons who are Patrons of different Patron States, the Patron States shall work cooperatively to resolve the dispute. Any Patron may avail himself or herself of the patron dispute procedures available in the Member State from which the Patron played the game, and the other Member State will cooperate as necessary to allow such authorities to resolve any such dispute. Patron States may agree, on a case-by-case basis, to modify this primary rule under particular circumstances.
6. If a dispute arising between Member States is not resolved according to the terms and procedures of dispute resolution enumerated in this article and in the operating agreement of the Association, a Member State may avail itself of any other remedies available under state law.

Article XI: Amendments to this Agreement

This Agreement may be amended pursuant to negotiations conducted by Member State Representatives. During such time as there exist only two Member States, an amendment to this Agreement may be made only if Member State Representatives from both such States have agreed in writing to any such amendment. If, at the time of any proposed amendment, there are more than two Member States who are parties to this Agreement, an amendment to this Agreement shall be effective only if at least two-thirds (2/3) of the Member State Representatives have agreed in writing to any such amendment.

Article XII: Withdrawal/Expulsion from this Agreement

1. Any Member State may withdraw from this Agreement by providing a written notice to each of the other Member States of an intent to withdraw at least sixty (60) days prior to

the intended date of such withdrawal. Such notice shall be signed by the Designated Signatory of the Member State (the "Withdrawal Notice"). Unless the Withdrawal Notice specifically establishes a different date of withdrawal, such withdrawal shall be effective on the sixty-first (61st) day following the transmission of the Withdrawal Notice ("the Withdrawal Date").

2. A Member State's participation in this Agreement will be terminated with or without cause if such Member State's participation is recommended for termination on the affirmative vote of not less than seventy-five percent (75%) of the Member State Representatives; provided, however, that the Member State Representative of the Member State being considered for termination shall recuse himself or herself from such vote. Notwithstanding the Member States Representatives' recommendation, the participation of a Member State shall not be terminated unless and until a Notice of Termination of Member State is signed by the Designated Signatory of each Member State whose Member State Representative voted to recommend termination of such Member State.
3. Withdrawal or termination from this Agreement under this Article XII, and any termination of the Agreement under Article XIII below, shall not absolve a Member State of any of its obligations under this Agreement with respect to the period terminating on the Withdrawal Date or Termination Date. The Withdrawal Notice and Notice of Termination of Member State must be given in strict compliance with Article XV below (Notifications), except that a Notice of Termination of Member State or a Notice of Termination of Agreement shall take effect immediately upon its execution by each Designated Signatory required to sign such Notice.

Article XIII: Termination of this Agreement

This Agreement may be terminated only following a vote to recommend termination approved by the unanimous consent of the Member States; provided, however, that the termination of this Agreement shall not occur unless and until a Notice of Termination of Agreement is signed by the Designated Signatory of each Member State.

Article XIV: Severability

If any portion of this Agreement is found to violate any provision of applicable federal or State law, such provision shall be rendered inoperative and the remainder of this Agreement shall continue in full force and effect.

Article XV: Notifications

All notices and notifications required pursuant to this Agreement shall be made in writing and delivered by certified mail, return receipt requested or by overnight courier requiring a signed receipt to each Member State Representative. Unless otherwise stated in this Agreement, all

such notices and notifications shall take effect thirty-five (35) days after the above-described delivery. The Member State Representatives shall provide to all other Member States the address for notices within seven (7) days after each Member State executes this Agreement. Such addresses may be changed by a Member State from time to time by delivery of a notice pursuant to this Article XV.

Article XVI: Effective Date


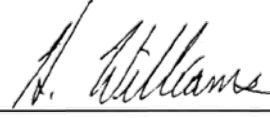
This Agreement shall take effect immediately upon its execution by the Initial Member States. With respect to any additional Member State that executes this Agreement, this Agreement shall take effect with respect to such Member State immediately upon execution by such additional Member State, along with the execution of the Notice of Admission in accordance with Article IV, § 1.

Article XVII: Miscellaneous


1. Each Member State represents and warrants that the execution, delivery, and performance of this Agreement by its representative has been duly authorized by all necessary state action, that this Agreement complies with applicable state laws, and that this Agreement shall be binding upon, and shall inure to the benefit of, such Member State.
2. This Agreement constitutes the entire understanding and agreement among the Member States with respect to the subject matter and supersedes all prior and contemporaneous agreements and understandings, inducements, or conditions, express or implied, oral or written.
3. This Agreement may be executed and delivered by facsimile or electronic mail and in any number of counterparts, each of which shall be deemed an original as against any party whose signature appears thereon, and all of which shall together constitute one and the same instrument.

[Signatures Follow on Next Page]

IN WITNESS WHEREOF, the parties do hereby affix their respective signatures on the date set forth below.

<p>STATE OF DELAWARE</p> <p> _____ (Seal)</p> <p>By: Vernon A. Kirk, Director Delaware Lottery</p>	<p>STATE OF MICHIGAN</p> <p> _____ (Seal)</p> <p>By: Henry Williams, Executive Director Michigan Gaming Control Board</p>
<p>STATE OF NEVADA</p> <p>_____ (Seal)</p> <p>By: Steve Sisolak Governor</p>	<p>STATE OF NEW JERSEY</p> <p>_____ (Seal)</p> <p>By: David L. Rebeck, Director New Jersey Division of Gaming Enforcement</p>

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Exhibit A

Minimum Standards

No State shall be recommended by the Association Members to become a Member State unless the Association Members determine that such State's prospective Licensees, and the system of Internet Gaming offered thereby, meet the following minimum standards:

1. Principles. Operators of Internet Gaming shall be issued licenses in accordance with procedures and processes that reflect Member States' commitment to the following principles:
 - a. That such licensure must promote public confidence and trust in the online gaming industry;
 - b. That online gaming operations must be conducted fairly, honestly, and competitively, in a well-regulated, secure and publicly accountable system designed to create a positive Patron experience; and
 - c. That online gaming must be conducted only in States where such activity is legal, pursuant to a system that limits access to minors, those with gambling problems and others who should not be gaming.
2. Licensees. Operators of Internet Gaming shall not be issued licenses unless the prospective Member State is satisfied that, pursuant to its rules, regulations and procedures, an applicant meets the following:
 - a. Licensees shall be of good character, honesty and integrity, and shall not be persons or organizations whose prior activity or criminal records, reputation, habits, memberships or associations pose a threat to the public interest of or to the effective regulation and control of Internet Gaming;
 - b. Licensees shall be adequately capitalized, with competence and experience to conduct online gaming activities; and
 - c. Licensees shall not create or enhance the dangers of unsuitable, unfair or illegal practices, methods or activities in the conduct of online gaming or the business arrangements relating thereto.
3. Technical Capability. In determining an applicant's suitability for a License, prospective Member States must consider the applicant's demonstrated technical capability to ensure that no game is conducted unless the software, computer or other gaming equipment utilized by the applicant can reasonably:
 - a. Verify the physical location of the Patron engaged in such game and exclude any Patron engaged in such game who is not located in the applicable Patron State(s) or whose geographic location cannot be determined;
 - b. Verify the identity and age of the Patron engaged in such game at the time of account registration, and exclude any Patron not meeting the minimum age requirements; or

who is identified as having a gambling problem; or who otherwise should not be gaming;

- c. Require Patrons to agree to the terms, conditions and rules applicable to such Internet Gaming and allow Patrons to log out, including procedures for automatically logging off persons from online games after a specified period of inactivity;
- d. Maintain procedures for Patrons to deposit and withdraw funds in a secure Internet Gaming account, to suspend account activity for security reasons, and to terminate Patron accounts and dispose of proceeds in such accounts;
- e. Allow Patrons to establish self-limitations on their wagering activity (e.g. deposit limitations, wagering limitations, time limits, loss limits);
- f. Demonstrate controls for the recovery and backup of information, and secured electronic storage of Patron accounts and gaming information;
- g. Prohibit self-excluded or involuntarily excluded persons from registering for an online account or participating in online gaming;
- h. Prohibit the creation of accounts by prospective players whose identity and/or location cannot be reasonably verified, or who attempt to establish accounts in the name of any beneficiary, custodian, joint trust, corporation, partnership or other entity;
- i. Prohibit accounts from being assigned or otherwise transferred;
- j. Prohibit third parties from transferring funds into any Patron's account, and establish other anti-money laundering measures;
- k. Prohibit Patrons from accessing Internet Gaming except as permitted under the laws of the applicable Member State;
- l. Prevent and detect cheating, fraud, collusion, theft, embezzlement, use of funds derived from illegal activity, money laundering, or other illegal activities;
- m. Prevent and detect use of automated computerized software or any other equivalent mechanism, such as "bot," to engage in Internet Gaming;
- n. Protect Patrons' personal, financial, and wagering information, including procedures to enforce applicable privacy policies;
- o. Ensure sufficient data and records regarding Patrons, transactions, and system events are generated and retained, including, without limitation, records and data necessary to investigate Patrons' complaints and compute and verify revenue; and
- p. Be protected by adequate physical, logical, and other technical security controls.

4. Advertisements to Assist Problem Gamblers. Licensees must agree to maintain on the websites where Internet Gaming is conducted an advertisement for and link to additional information for the treatment, education and assistance of compulsive gamblers.

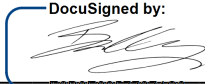
Exhibit B**Internet Gaming Offerings**

	Nevada	Delaware¹	New Jersey	Michigan
Poker	X	x	X	x
Baccarat		x	X	
Big Six Wheel		x	X	
Blackjack		x	X	
Craps		x	X	
Let It Ride		x	X	
Pai Gow		x	X	
Red Dog		x	X	
Roulette		x	x	
Sic Bo		x	x	
Slots/Video Lottery		x	x	
Wheel of Fortune and Progressive slot systems		x	x	

¹ Delaware law authorizes tthe State to offer a variety of table games and video lottery games including, but not limited to, those listed in this Exhibit B.

This is Exhibit "B" referred to in the Affidavit of George Sweny, sworn remotely by George Sweny in the City of Calgary, in the Province of Alberta, before me at the City of Toronto, in the Province of Ontario, this 31st day of May 2024, in accordance with O. Reg 431/20, *Administering Oath or Declaration Remotely*.

DocuSigned by:



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LSO No. 83164E



AGENZIA DELLE DOGANE
E DEI MONOPOLI



GOBIERNO
DE ESPAÑA

MINISTERIO
DE HACIENDA
Y FUNCION PÚBLICA

SECRETARÍA DE ESTADO
DE HACIENDA

DIRECCIÓN GENERAL
DE ORDENACIÓN DEL JUEGO

Agreement concerning online poker liquidity sharing

The French Online Gambling Regulatory Authority (France),
The Agenzia delle Dogane e dei Monopoli (Italy),
The Serviço de Regulação e Inspeção de Jogos of Instituto do Turismo de Portugal (Portugal),
The Dirección General de Ordenación del Juego (Spain),

hereinafter collectively referred to as “*the Authorities*”,

Considering that attractiveness of *Online poker* relies for a large part on the volume of liquidities brought by *Players* accessing tables proposed by *Licensed online poker operators* and that the current partitioning of the national markets does not enable to gather a volume of liquidity sufficiently attractive for those players, therefore leading some of them to turn to illegal offer;

Considering that sharing liquidities between *Licensed online poker operators* from several Member States of the European Union or the European Economic Area should favour Online poker legal offer to the detriment of illegal offer;

Considering that the Authorities express their willingness, in accordance with applicable laws and regulations in France, Italy, Portugal and Spain to strengthen their cooperation in order to enable the sharing of online poker liquidities between *Licensed online poker operators*;

Considering that it is nevertheless important that online poker liquidity sharing occurs in an environment enabling the *Authorities* to protect players and fight against fraudulent and criminal activities as well as against money laundering and terrorist financing;

Subject to the existence in the States of the *Authorities* of rules aiming at protecting players and at fighting against fraudulent and criminal activities as well as against money laundering and terrorist financing;

Considering that Laws and regulations require *Licensed online poker operators* to apply enhanced customer due diligence measures to fight against fraudulent and criminal activities as well as to prevent money laundering and terrorist financing;

Considering that the *Authorities* require a *Verified player account* in order to access to electronic gambling facilities and so to *International tables*;

Subject to the absence of exemption of *Licensed online poker operators* from national provisions transposing Directive (EU) 2015/849 by the States of the Authorities;

Have agreed on the following:



AGENZIA DELLE DOGANE
E DEI MONOPOLI



GOBIERNO
DE ESPAÑA

MINISTERIO
DE HACIENDA
Y FUNCIÓN PÚBLICA

SECRETARÍA DE ESTADO
DE HACIENDA

DIRECCIÓN GENERAL
DE ORDENACIÓN DEL JUEGO

Article 1

Definitions

1. "Authority" means:
 - a. The French Online Gambling Regulatory Authority (ARJEL);
 - b. The Italian Agenzia delle Dogane e dei Monopoli (ADM),
 - c. The Portuguese Serviço de Regulação e Inspeção de Jogos of Instituto do Turismo de Portugal (SRIJ),
 - d. The Spanish Dirección General de Ordenación del Juego (DGOJ),
2. "Authorities" means: *Online poker* regulatory *Authorities* of Member States of the European Union or the European Economic Area, signatories and thus Parties to this Agreement.
3. "Requested Authority" means the Authority asked for information pursuant to this Agreement.
4. "Requesting Authority" means the Authority requesting information pursuant to this Agreement.
5. "Laws and regulations" means all the standards in force in the States of the Authorities.
6. "Online poker" means any poker game that is provided by any means at a distance, by electronic means or any other technology for facilitating communication, and at the individual request of a recipient of services, which rules comply with all *Laws and regulations* applying to *Licensed online poker operators* participating in *International tables*.
7. "Licensed online poker operator" means any individual or corporate entity authorized to provide an *Online poker* offer in the States of the Authorities.
8. "Authorized operator" means any *Licensed online poker operator* authorized to share liquidities according to *Laws and regulations*;
9. "Player" means any individual recipient of an *Online poker* offer.
10. "Player account" means the account assigned to each *Player* by a *Licensed online poker operator* namely registering stakes and winnings, related financial movements and balance of the player's assets, identified and administrated by the *Licensed online poker operator's* player-platform.
11. "Verified player account" means a *Player account* having been verified in compliance with the rules applicable by each *Authority*,-



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12. “*International table*” means an *Online poker* table operated by a mutualized gaming platform implementing the sharing of liquidity between *Authorized operators*.
13. “*Relevant data*” means gaming data readily available to be exchanged between the Authorities.
14. “*Information*” means any data, including *Relevant data* and personal data, that the Authorities deem necessary to exchange within the scope of this Agreement.

Article 2

Object of the Agreement

This Agreement aims at setting between the *Authorities* the implementation and control conditions of online poker offers subject to liquidity sharing as well as at organizing an information exchanges and cooperation procedure.

Article 3

Implementation and control conditions of online poker offers subject to liquidity sharing

1. Each *Authority* may condition liquidity sharing by a *Licensed online poker operator* upon the issuance of a prior authorization or to any other procedure of its choice.
2. The *Information* exchanges and cooperation between the *Authorities* are implemented in accordance with the applicable European legislations with regards to prevention of money laundering and terrorist financing and protection of personal data and/or any legislation that may amend or repeal them in the future, as well as with *Laws and regulations* on protection of personal data, player protection, prevention of fraudulent and criminal activities and prevention of money laundering and terrorist financing.
3. Shared liquidity is only composed of stakes placed by *Players* registered on web sites operated by *Authorized operators*.

Article 4

Scope of information exchanges and cooperation

1. Information exchanges and cooperation are intended to enable *Authorities* to implement their missions namely with regards to player protection, prevention of fraudulent and criminal activities and prevention of money laundering and terrorist financing.
2. For the purpose of this Agreement, with regards to prevention of fraudulent and criminal activities:



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DE ORDENACIÓN DEL JUEGO

- a. The *Authorities* enhance their cooperation with regards to fraud detection measures, particularly measures against collusion between *Players*, implemented by *Authorized operators* on *International tables*.
 - b. The *Authorities* ensure the efficiency of such measures through effective controls and exchange on the outcomes of these controls.
 - c. When informed of facts attributable to a *Player* participating in a game on an *International table* and likely to characterise a fraudulent or criminal activity, the *Authorities* shall take respectively, in accordance with their corresponding *Laws and regulations*, all necessary measures for the undertaking of investigations and the initiation of legal proceedings, namely the information of competent law enforcement authorities.
3. The *Authorities* exchange on the level and the efficiency of the controls carried-out with regards to prevention of money laundering and terrorist financing.

Article 5

Content of information exchanges and cooperation

1. *Information* exchanged between the *Authorities* namely includes *Relevant data* related to the course of the games on *International tables* and to *Players* participating in. Article 8 of the Agreement indexes *Relevant data* likely to be exchanged between the *Authorities*.
2. The *Requested Authority* shall provide the *Requesting Authority* with access to *Information* it holds with respect to *Laws and regulations* and, where appropriate, implement any means and powers enabling the communication of the requested information, without charging any additional cost on *Players* or *Authorized operators*.

Article 6

Refusal grounds

Information is communicated pursuant to *Laws and regulations* governing the activities of the *Authorities*. Cooperation can be refused when:

1. The request of the *Requesting Authority* is likely to infringe the sovereignty or the public order of the State of the *Requested Authority*;
2. The communication of the requested information is likely to affect the course of proceedings initiated by the *Requested Authority* against a *Licensed online poker operator*;



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3. The *Requested Authority* does not hold or is not able to obtain the *Information* requested by the *Requesting authority* (e.g.: *Information* subject to secrecy);
4. The *Requested Authority* is not entitled to communicate the *Information* pursuant to *Laws and regulations*.

Article 7

Procedure of information exchanges and cooperation

7.1 Exchanges upon request of a *Requesting Authority*

7. The request is sent to the *Requested Authority* in the form of a written notice, potentially via electronic means, taking adequate security measures.
8. With respect to *Laws and regulations*, each *Authority* designates the person(s) empowered to act on its behalf for the implementation of this procedure and communicates without delay to the others any change in relation with person(s) empowered to exercise the aforementioned functions.
9. Without prejudice to the provisions of article 7.2, the *Requesting Authority* clearly defines the requested *Information* by specifying it in a practical manner as well as the purposes for which it intends to use it. The *Requesting Authority* specifies the framework in which it intends to use the requested *Information* in order to be able to justify the desired timeframe for the answer of the *Requested Authority*.
10. The *Requested Authority* transmits the *Information* it holds to the *Requesting Authority*.
11. *Information* transmitted cannot, in principle, be used for other purposes than those agreed on in the initial request. In any case, those purposes shall not exceed the object of this Agreement.
12. The *Requesting Authority* may ask that *Information* transmitted may be used for another purpose than the one exposed in the initial request. This request is submitted in the form of a written notice and must be grounded. The *Requesting Authority* shall obtain the express consent of the *Requested Authority* which has to be informed of the procedure in the course of which the *Information* will be used, in compliance with the object of this Agreement.

7.2 Spontaneous exchanges

With respect to the *Laws and regulations* governing their activities, the *Authorities* can spontaneously communicate to each other any *Information* that they deem relevant with regards to *Online poker* liquidity sharing, to the extent that such notification does not include any personal data, without prejudice of the provisions of Article 7.3.3.



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7.3 Particular case of exchanges of personal data

1. Information exchanges involving the communication of personal data shall comply with all European Union standards in force regarding personal data protection and/or any European Union standards that may amend or repeal them in the future, as well as all *Laws and regulations* related to personal data protection.
2. In case of transmission of *Information* including personal data, the *Requesting Authority* shall justify in the request that this transmission does not exceed the object and scope of this Agreement and complies with the principles of specific purpose of the cooperation procedure as well as of relevance and consistency of the *Information* transmitted to the purpose pursued.
3. Information exchanges including personal data may be exchanged spontaneously between the *Authorities* when such communications directly aim at protecting players, preventing fraudulent and criminal activities and preventing money laundering and financing terrorism.
4. The use by the *Requesting Authority* of personal data exchanged will be aligned with the objectives of this Agreement. Nevertheless, upon motivated request from the *Requesting Authority*, the *Requested Authority* may expressly agree that *Information* including personal data is used for another purpose.

Article 8

Relevant data likely to be exchanged between the Authorities

1. Fraud detection measures implemented by *Authorized operators* on *International tables* rely upon genuine and exhaustive *Relevant data* processed by information systems in line with the state of the art of IT security.

The genuineness and exhaustiveness of *Relevant data* depend on the security and the integrity of their treatment as well as on the protection measures benefiting to their storage devices.

Compliance of the information systems implemented by the *Authorized operators* - namely player-platforms - with the state of the art of IT security depends on the implementation of a set of technical, organizational and human means and of appropriate control measures.

2. *Relevant data* likely to be exchanged between the *Authorities* are related to the following gaming operations, or equivalent:
 - a. tournament registrations
 - b. cash-game registrations,
 - c. buy-in, re-buy add-on and re-entry for tournaments,
 - d. cave and pot for cash-games,
 - e. winnings in tournaments,



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- f. refundings pursuant leaving an *International table* in cash-game.
3. For each of these operations, the following data shall be available for exchanges:
 - a. ID of the *Authorized operator* by which the operation occurred,
 - b. Date and time of the gaming operation performed by the *Player*,
 - c. ID(§) of the *Player* who performed the operation on the *International table*,
 - d. Pseudonym of the *Player*.
 4. In the view to exchange them, the *Authorities* shall also be able to access data related to:
 - a. Opening of *Verified player accounts*,
 - b. Demands related to the closing of *Verified player accounts*,
 - c. Financial movements on *Verified player accounts* (supply – amount and payment method -, withdrawal and balance).

Article 9

Confidentiality

7. The *Requesting Authority* shall not disclose any *Information* communicated by the *Requested Authority* pursuant to this Agreement, without prejudice of the *Laws and regulations* governing its activity.
8. In case *Information* provided contains personal data, the *Requesting Authority* shall implement confidentiality measures compliant with personal data protection *Laws and regulations* applicable to its activity.
9. The *Requesting Authority* may ask the *Requested Authority*, in the form of a grounded written notice, for the waiver of such confidentiality. The reply shall be communicated in the form of a written notice. The *Requested Authority* may subject such waiver to conditions it determines. Such confidentiality waiver shall comply with *Laws and regulations* applicable in the State of the *Requested Authority*, namely with personal data protection *Laws and regulations*.
10. Without prejudice of the *Laws and regulations* governing its activity, the *Requesting Authority* shall destroy or return the *Requested Authority* personal data contained in the *Information* provided when those data are not anymore necessary or relevant according to the purpose for which they have been transmitted. The *Requesting Authority* shall inform the *Requested Authority* when proceeding with such destruction or return of the personal data.
11. Subject to *Laws and regulations* applicable to its activity, when obliged to provide a third party with *Information* including personal data or not, transmitted pursuant to this Agreement, the *Requesting Authority* shall immediately inform the *Requested Authority* thereof and make its best efforts to ensure the protection of the confidentiality of the *Information* at stake.



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12. This Agreement affects solely the *Authorities*. No other person, entity or group may avail itself of the provisions of this Agreement.

Article 10

Laws and regulations evolutions

The *Authorities* mutually and spontaneously inform each other on the evolution of *Laws and regulations* governing *Online poker*.

Article 11

Relationship with other legal instruments

This Agreement shall not affect any international or European instruments to which the States of the *Authorities* are or will be parties and which include provisions related to the matter governed by the aforesaid Agreement.

Article 12

Revision clause

The *Authorities* shall regularly review this Agreement and initiate revision thereof if deemed necessary.

Any revision requires the explicit and written consent of all the *Authorities*.

Article 13

Costs and financial reservation

The *Authorities* shall not bear financial obligations derived from this Agreement.

Each *Authority* shall bear the expenses it may incur for the implementation of this Agreement.

Cooperation provided for by this Agreement is implemented within the frame and the limits of the budgetary availabilities of each party.



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Article 14

Accession

Any *Authority* which is not a party is admitted to access this Agreement subject to the explicit and written consent of the *Authorities* which are parties to this Agreement.

The working version, drafted and agreed in English language, is appended to this Agreement for consideration in the event of future reference and interpretation.

Article 15

Entry into force

The agreement, drafted in 4 specimens in French, Italian, Portuguese and Spanish languages, shall come into force on the date of its signature.

Article 16

Resolution of disputes

The application and interpretation of this Agreement shall not entail, for or against the *Authorities*, any right or obligation that may give rise to any form of judicial or extrajudicial action. Potential disputes shall be resolved by consultation between the *Authorities*.

Article 17

Duration and termination of this agreement

This Agreement is concluded without term. It may be terminated at any time by one of the *Authorities*, with respect to the *Laws and regulations* governing its activity. Termination shall be effected in the form of a written notice. Requests formulated before termination shall be executed in accordance with this Agreement.

In witness whereof, being duly authorized thereto, the undersigned have signed this Agreement:

IN THE MATTER OF A REFERENCE to the Court of Appeal pursuant to section 8 of the *Courts of Justice Act*, RSO 1990, c. C.34, by Order-in-Council 210/2024 respecting permitting international play in an online provincial lottery scheme

COA-24- CV-0185

COURT OF APPEAL FOR ONTARIO

Proceeding commenced at Toronto

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