

## ANNEX "H"

### MEMORANDUM OF UNDERSTANDING

BETWEEN:

**KAHNAWÁ:KE GAMING COMMISSION**

And

**ANTIGUA AND BARBUDA  
FINANCIAL SERVICES REGULATORY COMMISSION (FSRC)**

The **Kahnawá:ke Gaming Commission** on the one hand, and the **Financial Services Regulatory Commission** on the other hand, recognizing the increasing international activity in gaming and the corresponding need to share investigative findings and material with respect to existing and prospective licensees for the purpose of ensuring effective regulation between both jurisdictions, do hereby enter into this Memorandum of Understanding for the purpose of providing an efficient and reasonable channel for the exchange of information:

1. For the purposes of this Memorandum of Understanding, the terms set out below have the assigned meanings unless the context requires otherwise:
  - a. *Authority* means:
    - (i) The Kahnawá:ke Gaming Commission for the Mohawk Territory of Kahnawá:ke; and

- (ii) The Financial Services Regulatory Commission for the State of Antigua and Barbuda.
  - b. *Authorities* mean the Kahnawá:ke Gaming Commission and the Financial Services Regulatory Commission collectively.
  - c. *Requested Authority* means an Authority to whom a request under this Memorandum is addressed.
  - d. *Requesting Authority* means an Authority making a request under this Memorandum.
  - e. Laws, regulations and requirements mean the provision of the laws, or the regulations and requirements promulgated thereunder, of the Mohawk Territory of Kahnawá:ke and the State of Antigua and Barbuda on gaming and interactive wagering.
2. The parties recognize that while in their laws, regulations and requirements they may define terms differently, requests for assistance will not be denied solely on the grounds of differences in the definitions used by the Requesting and Requested Authorities.
3. The parties further recognize that requests for assistance may be denied if the exchange of information would, in the local law of the Requested Authority, be a breach of the laws of that territory.

4. This Memorandum does not modify or supersede any laws, regulations and requirements in force in, or applying to, the jurisdiction of Kahnawá:ke or Antigua and Barbuda. It is further understood that this Memorandum does not create directly or indirectly any enforceable rights.
  
5. Each Authority recognizes the need and desirability of providing mutual assistance and exchanging information to assist each other in securing compliance, administration and enforcement of their respective laws, regulations, requirements, and its overall policy relating to the business of gaming and interactive wagering. Each Authority therefore proposes to ensure that mutual assistance is provided to the other where not prohibited by law.
  
6. For the purpose of effective consolidated supervision of gaming and interactive wagering companies, information sharing may include contact during the authorization and licensing process, in the supervision of the ongoing activities of the companies and in the handling of problem institutions. The Authorities shall liaise with each other to determine the best method of providing relevant information regarding material developments or supervisory concerns in respect of the operations of a cross-border gaming company.

7. In response to requests that satisfy the terms set out below under paragraphs 9-12, and subject to the conditions established, each Authority will provide the fullest possible measure of mutual assistance to the other subject to its laws and overall policy. Such assistance may include:
- a. Providing for inspection the complete investigative file of a matter deemed to be complete;
  - b. Providing copies of requested documentary material;
  - c. Providing for inspection the complete investigative file of a matter, the investigation of which remains incomplete; and
  - d. Sharing factual information where both agencies are participating in an investigation on the same subject matter.
  - e. Informing the Requesting Authority whether an applicant company is in substantial compliance with the gaming laws and regulations and whether the company may be expected, given its administrative structure and internal controls, to manage the cross-border establishment in an orderly manner.

Each request will be assessed on a case by case basis by the Requested Authority to determine whether assistance is permissible by law and whether assistance can be provided under the terms of the Memorandum.

8. Any request for information or assistance made under this Memorandum shall, wherever possible, be in writing, but in cases of urgency a request may be oral or made by electronic form. An oral or electronic request must be confirmed in writing within 10 working days.
  
9. To facilitate an appropriate and timely response, the Requesting Authority should specify:
  - a. The information or assistance required. The request must clearly identify person(s) and include specific questions needing to be answered;
  - b. The purpose for which the information or assistance is sought. In appropriate cases, the Requesting Authority must specify the details of the law, regulation or requirements which have been, or which is suspected to have been breached;
  - c. A description of any particular conduct or suspected conduct which has given rise to the request, and its connection with the jurisdiction of the Requesting Authority;
  - d. The link between any suspected breach of law, regulation or requirement and the regulatory functions of the Requesting Authority;
  - e. The relevance of the requested information or assistance to any suspected breach of law, regulation or requirement of the Requesting Authority;

- f. Whether it is desired that, to the extent permitted by the laws applying to the Requested Authority, any persons from the jurisdiction of the Requesting Authority should be present during interviews which form part of an investigation, or the conduct of an inspection, and whether it is desired that such persons should be permitted to undertake an active role;
- g. Any other matters specified by the laws and regulations in the jurisdiction of the Requested Authority; and
- h. Any information related to the urgency of the request for information or assistance.

The requested information must be reasonably relevant to securing compliance with the law, regulation or requirement specified in the request.

10.A request for information made under this Memorandum and all communication between the Authorities shall be addressed to one of the Requested Authority's contact points listed in the Annex, or that individual's nominee, unless otherwise agreed.

11. In any case where a Requested Authority is not satisfied that a request fully complies with the requirements of the Memorandum, it may require the Administrative Head of the Requesting Authority to certify that the

request meets the provisions in this Memorandum. The Requested Authority should then review its position in the light of such a certification.

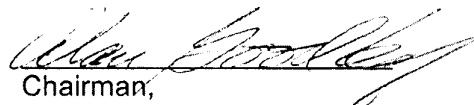
12. The Requested Authority may, as a condition of agreeing that assistance is given under the Memorandum, require the Requesting Authority to make a contribution to costs. Such a contribution may, in particular, be required where the cost of a request is substantial or where a substantial imbalance has arisen in the cumulative costs incurred.
13. The information supplied will be used solely for the purpose of taking regulatory action or imposing regulatory requirements within the areas set out in paragraph 6 above.
14. To the extent permitted by law, each Authority will keep confidential any request for information made under this Memorandum, any information passed under this Memorandum, and any matters arising in the course of its operations unless prior written consent has been obtained by the Requested Authority.
15. Any document or other material provided by an Authority in response to a request under this Memorandum and any copies or other material disclosing its contents shall remain the property of the Requested Authority. This section does not relate to material generated as part of the

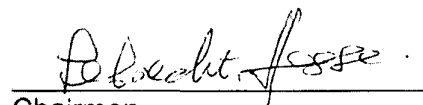
deliberative, investigative, internal or analytical process of the Requesting Authority.

16. The Authorities shall keep the operation of this Memorandum under continuous review and shall consult with each other with a view to improving its operation and resolving any matters.

17. This Memorandum will continue to have effect unless terminated by one of the Authorities by giving thirty days advance written notice to the other Authority that the understandings set out herein are no longer to have effect.

18. This Memorandum will be effective from the date of its signature by the Kahnawá:ke Gaming Commission and the Financial Services Regulatory Commission of Antigua and Barbuda.

  
Chairman,  
Kahnawá:ke Gaming Commission  
Mohawk Territory of Kahnawá:ke

  
Chairman,  
Financial Services Regulatory  
Commission  
Antigua and Barbuda

Signed this 22<sup>nd</sup> day of June 2005

Signed this 29<sup>th</sup> day of November 2005

**ANNEX**

TO THE

**MEMORANDUM OF UNDERSTANDING**

BETWEEN

**KAHNAWÁ:KE GAMING COMMISSION**

**AND**

**ANTIGUA AND BARBUDA  
FINANCIAL SERVICES REGULATORY COMMISSION**

**Contact Points**

**Antigua and Barbuda Financial Services Regulatory Commission**

1. Chairperson, Financial Services Regulatory Commission
2. Administrator, Financial Services Regulatory Commission
3. Director of Gaming, Financial Services Regulatory Commission
4. Deputy Director of Gaming, Financial Services Regulatory Commission
5. Licensing Administrator, Gaming Department, Financial Services Regulatory Commission

**Kahnawá:ke Gaming Commission**

1. Chairperson, Kahnawá:ke Gaming Commission
2. Administrator, Kahnawá:ke Gaming Commission
3. Legal Counsel, Kahnawá:ke Gaming Commission