

ANNEX "I"

MEMORANDUM OF UNDERSTANDING

BETWEEN:

KAHNAWÁ:KE GAMING COMMISSION

- and -

LOTTERIES AND GAMING AUTHORITY OF MALTA

The **Kahnawá:ke Gaming Commission** on the one hand, and the **Lotteries and Gaming Authority of Malta** 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 and more comprehensive regulation, 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 Lotteries and Gaming Authority of Malta.

- b. *Authorities* mean the Kahnawá:ke Gaming Commission and the Lotteries and Gaming Authority of Malta, collectively.
 - b.. *Requested Authority* means an Authority to whom a request under this Memorandum is addressed.
 - c.. *Requesting Authority* means an Authority making a request under this Memorandum.
 - d. Laws, regulations and requirements mean the provision of the laws, or the regulations and requirements promulgated thereunder, of the Mohawk Territory of Kahnawá:ke on gaming and interactive wagering, and Malta's Remote Gaming Regulations 2004, gaming laws and the laws of Malta generally.
 - e. *Gaming* includes "interactive gaming" as defined by the regulations of the Kahnawá:ke Gaming Commission and "remote gaming" as defined by the regulations of the Lotteries and Gaming Authority of Malta.
2. The parties recognize that while in their laws, regulations and requirements they may define terms differently, requests for assistance shall not be denied solely on the grounds of differences in the definitions used by the Requesting and Requested Authorities; unless such grounds for denial have been set out in the response provided by the Requested Authority.

3. The parties further recognize that requests for assistance may be denied if the exchange of information would, under the applicable laws of the Requested Authority, be a breach of those laws.

4. (a) This Memorandum does not modify or supersede any laws, regulations and requirements in force in, or applying to, the jurisdiction of Kahnawá:ke or Malta. It is further understood that this Memorandum does not create directly or indirectly any enforceable rights, actions for damages, torts or a reason to be declared suited in any lawsuit.

(b) This Memorandum shall not constitute an acknowledgement by either Authority of any right or claim vaunted by the other party in relation to third parties and shall not be used as evidence in any judicial proceeding in either territory.

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. 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 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 problems related to a licensee of either Authority. 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 authorised to operate by Kahnawá:ke's Gaming Commission and in respect of a remote gaming licensee authorised to operate by the Lotteries and Gaming Authority of Malta.

7. In response to requests that satisfy the terms set out below under paragraphs 9-12, and subject to the conditions established, each Authority shall 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 its operations in an orderly manner.

Each request shall 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.

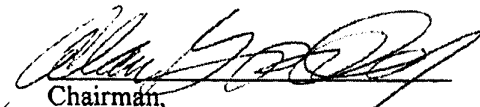
The requested information must be reasonably relevant to securing compliance with the law, regulation or requirement specified in the request:

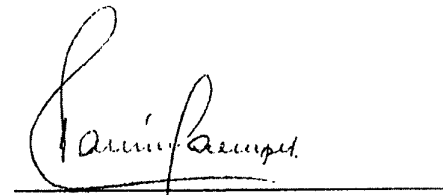
Provided the Authorities may at a subsequent date after signing this Memorandum and after due consultation, mutually agree to attach guidelines in the form of an annex to this Memorandum, that shall allow them to exchange specified information at specified intervals of time.

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 shall 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 shall 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 shall 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 shall be effective from the date of its signature by the Kahnawá:ke Gaming Commission and the Lotteries and Gaming Authority of Malta.


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


Chairman
Lotteries and Gaming Authority of
Malta

Signed this 24th day of April 2006

TO THE

ANNEX

MEMORANDUM OF UNDERSTANDING

BETWEEN

KAHNAWÁ:KE GAMING COMMISSION

- and -

THE LOTTERIES AND GAMING AUTHORITY OF MALTA

Contact Points

Kahnawá:ke Gaming Commission

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

Lotteries and Gaming Authority of Malta

1. Chief Executive Officer
2. Director - Compliance