

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:

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*,-

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:

- 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*;

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.

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,

- 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(s) 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.

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.

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: