



**APPLICATION TO BE APPOINTED
AN APPROVED AGENT**

This is Schedule "J" to the Regulations concerning Interactive Gaming

All information provided by the Applicant to the Commission will be held in the strictest confidence and will not be used by the Commission for any purpose other than matters pertaining to this application nor will the information be provided, in whole or in part, to any other party without the applicant's express written permission.

Name of Applicant:

(Note: If the applicant is a corporation, partnership or other business entity, provide full registered name and the nature of the entity.)

Mailing Address:

Registered Address (If different from the mailing address):

Telephone Number: _____

Fax Number: _____

E-mail: _____

Name of Contact Person(s): _____

Telephone Number for Contact Person(s): _____

Fax Number for Contact Person(s): _____

E-mail for Contact Person(s): _____

Function(s) for which appointment is sought¹ (check all that are applicable):

¹ *Regulations concerning Interactive Gaming*, s. 203
Schedule "J" to the Regulations concerning Interactive Gaming
11 Kentenha/October 2017

- to investigate whether any person applying for or holding a licence or authorisation is a suitable person for the purposes of the Commission's Regulations and submit a report of its findings to the Commission;
- to conduct control system reviews and ensure that any person applying for or holding any licence or authorisation in the Territory has the necessary level of technical competence, and submit a report of its findings to the Commission;
- to assist in the application of a continuous compliance program and submit reports of its findings to the Commission.

This completed application must be accompanied by:

- (a) a completed Business Entity Information Form in respect of the applicant;
- (b) a detailed description of the applicant's knowledge, skills, training and experience related to the function(s) for which the appointment is sought. The description should also include the following:
 - i. a list of the applicant's key personnel with summaries of their curriculum vitae;
 - ii. if applicable, proof that the applicant has been ISO certified or that ISO certification is being sought;
 - iii. a list of the applicant's principal clientele and, if possible, a general description of the services that have provided to them;
 - iv. a list of any other regulatory agencies that have appointed the applicant as an Approved Agent, or the equivalent, and, if possible, a general description of the services that have been provided to them;
- (c) a non-refundable application fee in the amount of Five Thousand (CDN\$5,000.00) Canadian Dollars to be used by the Commission to offset the cost of processing this application.

DECLARATION:

By signing below, I declare that:

1. The information contained in this application is complete and accurate;
2. In the case of a corporation, partnership or other business entity, that I am duly authorized to make the application on behalf of the corporation, partnership or other business entity named as applicant;
3. I have been provided with a copy of the Kahnawake Gaming Law (the "Law") and the Regulations concerning Interactive Gaming pursuant thereto (the "Regulations"); the applicant agrees to abide by the provisions of the Law and the Regulations and the Law and the Regulations will be the law governing the applicant's relationship with the Kahnawake Gaming Commission.
4. If the applicant is appointed by the Commission as an "Approved Agent", the applicant is willing to execute the following documents, substantially in the form that is attached hereto:
 - i. Mutual Non-Disclosure Agreement;
 - ii. Agency Agreement.

Signature: _____

Name: _____
(Please Print)

Date: _____



MUTUAL NON-DISCLOSURE AGREEMENT

This Mutual Non-Disclosure Agreement entered into on the date noted below is by and between:

KAHNAWAKE GAMING COMMISSION
P.O. Box 1799
Mohawk Territory of Kahnawake, Canada J0L 1B0

(hereinafter, the “**Commission**”)

-and-

(hereinafter, “_____”)

WHEREAS the parties wish to disclose information to each other, some of which may be Confidential Information, as defined below, for the purpose of _____ applying to be appointed by the **Commission** as an Approved Agent, the **Commission** considering said application and for any agency relationship that is created between the parties as a result of _____ being appointed as an Approved Agent (collectively, the “purposes of this Mutual Non-Disclosure Agreement”);

WHEREAS the parties further wish to protect such Confidential Information from unauthorized disclosure and use under the terms and conditions contained herein.

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

1. In this Mutual Non-Disclosure Agreement, “**Confidential Information**” means all information which relates to the purposes of this Mutual Non-Disclosure Agreement; provided that, when disclosed, such **Confidential Information** is in written or other permanent form and is identified as such by the party disclosing the information by clear and conspicuous markings. Any **Confidential Information** disclosed in unwritten form shall be considered **Confidential Information** hereunder, but only to the extent it is identified as such at the time of original disclosure and thereafter summarized in writing with clear and conspicuous markings, and transmitted by the disclosing party to the recipient within **fourteen (14) days** of the unwritten disclosure.
2. The recipient shall preserve **Confidential Information** received from the disclosing party in confidence for such period and in such manner as the parties may agree. During this period, the recipient shall not, directly or

indirectly, use, exploit or disclose such **Confidential Information** to any third party without written authorization from the disclosing party. Further, the recipient may disclose **Confidential Information** received under this Agreement only to those of its employees, contractors, agents, affiliates, consultants who need to know the **Confidential Information** for the fulfill the purposes of this Mutual Non-Disclosure Agreement, and who, prior to such disclosure, indicate in writing their agreement to comply with the restricted use and non-disclosure provisions of this Agreement. This requirement is satisfied if the recipient requires its employees to comply with these provisions by a written employment agreement. Additional restrictions agreed to by the parties must be made in writing signed by the parties and attached to this Agreement. The obligations of this paragraph shall be considered satisfied by the recipient through the exercise of the same degree of care used to restrict disclosure and use of its own proprietary information of like importance.

3. **Confidential Information** received under this Agreement shall not be mechanically or electronically copied or otherwise reproduced by the recipient without the written consent of the disclosing party, except for such copies as may be required for the purposes set out herein. All copies shall contain the same marking designations, which appear on the original information.
4. Either party upon thirty (30) days written notice to the other may terminate this Agreement. This Agreement shall expire **one (1) year** from the effective date set forth below unless terminated earlier. Termination or expiration of this Agreement for any reason shall not relieve the recipient of any obligation to preserve the **Confidential Information** received prior to termination or expiration, pursuant to Paragraph 2, and all such obligations shall continue until expiration of the period set forth in Paragraph 2.
5. This Agreement shall not restrict disclosure or use of **Confidential Information** that is:
 - a. known to the recipient without restriction as to further disclosure prior to its disclosure by the disclosing party and such prior knowledge can be established, or thereafter is developed independently by the recipient without any use of **Confidential Information**; or
 - b. obtained without restriction as to further disclosure from a lawful source other than the disclosing party through no breach of confidence by such source; or
 - c. in the public domain when received, or thereafter enters the public domain through no fault of the recipient; or
 - d. disclosed by the disclosing party to a third party, without restriction as to further disclosure.
6. **Confidential Information** shall remain the property of the disclosing party. Neither this Agreement nor the disclosure of **Confidential Information** hereunder shall be construed as granting any right or license express or implied under any inventions, patents, or copyrights now or hereafter owned or controlled by the disclosing party.

7. Upon expiration or early termination of this Agreement, the recipient shall cease use of the **Confidential Information** received from the disclosing party and shall, upon written request, utilize its best efforts to destroy all such **Confidential Information**, including copies thereof, then in its possession or control. Alternatively, at the written request of the disclosing party, the recipient shall return all such **Confidential Information**, including copies thereof, to the disclosing party.
8. Each party shall bear all costs and expenses incurred by it under or in connection with this Agreement. Nothing in this Agreement shall be construed as creating an obligation on the part of the **Commission** to appoint, or continue the appointment of, _____ an Approved Agent.
9. The rights and obligations provided by this Agreement shall take precedence over specific legends or statements associated with **Confidential Information** when received.
10. This Agreement shall not be amended except by further written agreement executed by the duly authorized representatives of the parties.
11. The recipient and its employees, contractors, agents, consultants shall not use or disclose any **Confidential Information** or any other information disclosed hereunder in any manner contrary to the applicable laws and regulations of the the Mohawk Territory of Kahnawake, the Province of Quebec or Canada.
12. This Agreement shall not constitute any representation, warranty or guarantee to the recipient by the disclosing party with respect to non-infringement of patents or other rights of any other party.
13. The disclosing party shall not be liable to the recipient for any error or omissions in the **Confidential Information** disclosed by it under this Agreement nor for the use or the results of the use of the **Confidential Information** by the recipient.
14. Each party represents that it is not now a party to, and shall not enter into any agreement that would conflict with this Agreement.
15. Where a court of competent jurisdiction declares any provision of this Agreement to be invalid or unenforceable, the remaining provisions shall continue in full force and effect and all rights accrued under the enforceable provisions shall survive such declaration.
16. This Agreement shall be effective as of the date of the last signature below.
17. This Agreement may be signed in one or more counterparts (including faxed copies), each of which shall be deemed one and the same original.
18. The parties acknowledge having required that the present agreement and all associated documents, notices and judicial proceedings entered into be drawn up in English.

latehotirihwaién:tase tsi nahó:ten ronaterihwa'sherón:ni ki:ken karihwáhere
tekatharakwenhátie tiohréhnsa takaristo'rarákon

Les parties reconnaissent avoir exigé la rédaction en anglais de la présente convention ainsi que tous documents, avis et procédures judiciaires qui pourront être exécutés avec la présente convention.

Signed at _____, this ____ day of _____, 20__

KAHNAWAKE GAMING COMMISSION

Per:

(Print name of Applicant)

Per:

(Signature of Authorized Representative)

(Print name of Authorized Representative)



AGENCY AGREEMENT

This Agency Agreement entered into on the date noted below is by and between:

KAHNAWAKE GAMING COMMISSION
P.O. Box 1799
Mohawk Territory of Kahnawake, Canada J0L 1B0

(hereinafter, the "**Commission**")

-and-

(hereinafter, "_____")

WHEREAS, pursuant to an application made by _____ to the **Commission** to be appointed an Approved Agent (the "Application"), the **Commission** has, by Resolution dated _____ (the "Resolution" – attached as Schedule "A" hereto), appointed _____ as an Approved Agent in accordance with section 203 of the *Regulations concerning Interactive Gaming*;

WHEREAS the parties wish to define the nature and scope of the agency relationship between the **Commission** and _____;

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

1. The **Commission's** appointment of _____ as Approved Agent was in reliance on information contained in the Application, including all supporting forms and other materials. In the event the **Commission** confirms that said information was inaccurate or incomplete in any material way, the **Commission** may revoke the Resolution and unilaterally terminate this Agreement immediately.
2. _____ undertakes to notify the **Commission** as soon as reasonably possible of any material changes to the information contained in the Application, including all supporting forms and materials.
3. Either party may terminate this Agreement for any reason by giving the other party ten (10) days written notice.
4. Subject to the foregoing sections 1 and 2, the term of this Agreement is two (2) years, commencing _____ and terminating _____ (the "Term"). The Term may be extended by mutual written agreement of the parties.

5. In relation to any matter for which _____ acts as agent under this Agreement, _____ will, at all times during the Term, be subject to the written directives of the **Commission** and may not act outside of the scope of authority contained in those directives.
6. _____ has no authority to bind the **Commission** to any legal document or process, unless expressly authorized by the **Commission** in writing.
7. _____ will at all times during the Term, use its best efforts to protect interests of the **Commission** in the event of by or on behalf of, or against, the **Commission**.
8. The agency relationship described in this Agreement is non-exclusive on the part of either party.
9. _____ will on behalf of and at the direction of the **Commission**:
 - a) investigate whether any person applying for or holding a licence or authorisation is a suitable person for the purposes of the Regulations and submit a report of its findings to the **Commission**;
 - b) conduct control system reviews and ensure that any person applying for or holding any licence or authorisation in the Mohawk Territory of Kahnawake has the necessary level of technical competence, and submit a report of its findings to the **Commission**;
 - c) assist in the application of a continuous compliance program, and submit reports of its findings to the **Commission**;
 - d) perform any and all services and activities that are necessarily ancillary to the functions set out in the foregoing subsections and/or as agreed to by the parties in writing.
10. _____ agrees that, during the Term, it will have no undisclosed ownership, financial interest in or control over any person or entity that holds a licence, permit or authorization issued by the **Commission**, or that has applied to the **Commission** for a licence, permit or authorization.
11. _____ will invoice the **Commission** directly for any and all services it provides under this Agreement; including services it provides in relation to the personnel, control systems and/or operations of a third party. _____ understands and agrees that the **Commission** may invoice third parties to recover the cost of the services provided by _____ and that the **Commission** may add an administrative fee when invoicing third parties.
12. During the Term of this Agreement, _____ will be listed on the **Commission's** website as an "Approved Agent". The said listing will be hyperlinked to the home page of _____'s website.
13. Each party represents that it is not now a party to, and shall not enter into any agreement that would conflict with this Agreement.

14. The **Commission** will indemnify, defend and hold harmless _____ and its officers, executives, representatives, and employees from and against: any and all claims, actions, suits, or other proceedings that may arise, directly or indirectly, as the result of _____ performing its professional investigative services on behalf of the **Commission** as an Approved Agent of the **Commission**; and liabilities, damages, losses, costs and expenses, including but not limited to attorneys' and other professionals' fees, arising directly or indirectly, in connection with the fulfilling of _____'s investigative responsibilities to the **Commission** in a responsible, legal and lawful manner.
15. Where a court of competent jurisdiction declares any provision of this Agreement to be invalid or unenforceable, the remaining provisions shall continue in full force and effect and all rights accrued under the enforceable provisions shall survive such declaration.
16. This Agreement shall be effective as of the date of the last signature below.
17. This Agreement may be signed in one or more counterparts (including faxed copies), each of which shall be deemed one and the same original.
18. The parties acknowledge having required that the present agreement and all associated documents, notices and judicial proceedings entered into be drawn up in English.

latehotirihwaién:tase tsi nahó:ten ronaterihwa'sherón:ni ki:ken karihwáhere tekatharakwenhátié tiohréhnsa takaristo'rarákon. Les parties reconnaissent avoir exigé la rédaction en anglais de la présente convention ainsi que tous documents, avis et procédures judiciaires qui pourront être exécutés avec la présente convention.

Signed at _____, this ____ day of _____, 20__

KAHNAWAKE GAMING COMMISSION

Per:

(Print name of Applicant)

Per:

(Signature of Authorized Representative)

(Print name of Authorized Representative)