

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE SWEDISH GAMBLING AUTHORITY AND THE INTERNATIONAL BETTING
INTEGRITY ASSOCIATION**

BETWEEN

International Betting Integrity Association ("IBIA") that is a non-profit organization, the members of which are betting operators that share information on any irregular betting patterns or suspicious betting activity through IBIA's Monitoring and Alert Platform (the "**IBIA Platform**").

AND

The Swedish Gambling Authority ("SGA") that the authority which has been given the task of ensuring the legality, safety and reliability of the Swedish gaming and gambling market.

Hereafter, the "**Party**" or, together, the "**Parties**".

In the interests of protecting and maintaining the integrity of the sports and competitions covered by this Memorandum of Understanding ("**MoU**"), as well as safeguarding the credibility of the betting products, systems and customers of its members, IBIA and SGA will share information concerning irregular betting patterns or suspicious betting activity which occurs in respect of any sporting event that takes place in Sweden or any event outside of Sweden which involves a Swedish team.

IBIA are willing to provide SGA with betting-related alerts and information free of any charges.

1. Definitions

1.1. The capitalized terms shall be understood as follows:

1.2. "Controller" shall mean the natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of the processing of personal data;

1.3. "Data Protection Regulations" shall mean any and all regulations currently applicable in the concerned territory as long as they remain applicable, and any and all future regulations as soon as they enter into application in the concerned territory, governing the protection of privacy of individuals and/or the Processing of Personal Data. This includes, but is not limited to:

- The Regulation (EU) 2016/679 of 27 April 2016 on the protection of natural persons with regard to the Processing of personal data and on the free movement of such data, and any and all applicable national laws implementing this Regulation (hereafter the "**GDPR**");
- If adopted by the European Union, the Regulation (EU) concerning the respect for private life and the protection of personal data in electronic communications (the so-called "Regulation on Privacy and Electronic Communications"), and any and all applicable national laws implementing this Regulation; and
- Any other applicable national laws;

1.4. "Personal Data" shall mean any information relating to an identified or identifiable natural person;

1.5. "Processing" shall mean any operation or set of operations which is performed on personal data or on sets of personal data, whether or not by automated means, such as collection, recording, organization,

structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction; and

1.6. "Processor" shall mean a natural or legal person, public authority, agency or other body which processes personal data on behalf of the controller.

2. Roles of the Parties

2.1. The Parties acknowledge and warranty that they comply with the applicable Data Protection Regulations (as defined below).

2.2. SGA acknowledges acting as a Controller (as defined below) by receiving and sharing Personal Data (as defined below) contained in Shared Information (as defined in Article 3 of this MoU).

2.3. IBIA acknowledges acting as a Processor (as defined below) of its members by receiving and sharing Personal Data (as defined below) contained in Shared Information (as defined in Article 3 of this MoU) and acting on instruction of its members in accordance with the processing agreement of the IBIA code of conduct, both being binding for IBIA and its members.

3. Categories of Data concerned

3.1. The data shared between IBIA and SGA are strictly limited to:

- Name of sporting events or competitions;
- Name of sporting teams;
- Weight of betting;
- Specific markets of concern;
- Location of betting accounts; and
- Description of suspicious activities with any other information deemed relevant.

All these data are the "**Shared Information**".

3.2. The Parties agree to never share Personal Data relating to betting operators' customers ("**Customers**") neither Personal Data relating to criminal convictions and offences.

4. Permitted purposes

4.1. The Parties only use the relevant Shared Information to the extent, and in such manner, as is necessary for the limited permitted purposes as described in article 4.2. and 4.3.

4.2. IBIA shall be permitted to use the Shared Information to protect its members from betting related fraud and also to assist sport governing bodies, gambling regulators and Law enforcement agencies in conducting investigations to potential match fixing or a breach of sport governing bodies' rules.

4.3. SGA shall be permitted to use the Shared Information in connection with investigation of possible breaches of sports governing rules.

5. Cooperation and data flow

5.1 Information shared by IBIA to SGA

5.1.1. Once an IBIA member's alert on the IBIA Platform has been analyzed and deemed suspicious, then IBIA highlight the suspicious activity to SGA.

5.1.2. In this way, IBIA provides to SGA information about suspicious activities containing the event in question and the specific markets of concern as well as description of the activity including location of accounts as described in article 3 of this MoU.

5.2 Information shared by SGA to IBIA

5.2.1. If SGA has reasonable grounds to suspect suspicious betting may have, or may be about to, occur, SGA can ask IBIA if the betting markets linked to particular event can be checked. This request details any relevant information as described in article 3 of this MoU and may contain the names of sporting participants.

5.2.2. SGA agrees with the fact that, acting as a processor on behalf its members, IBIA will raise an alert containing the above-request in the IBIA Platform. In this case, each IBIA member will be notified and will then respond in the IBIA platform as to whether they saw suspicious activity on the relevant event.

5.2.3. IBIA will review the responses of its members sent on the IBIA Platform and will provide a report to SGA.

6. Investigative process

6.1. Following receipt of Shared Information, SGA will then decide how to proceed. SGA may decide to conduct an investigation and request further information directly from IBIA members or gambling regulators.

6.2. If SGA obtains further information from an IBIA member, such as personal Customers data, this will be provided directly to SGA by the IBIA member and not processed by IBIA.

7. Confidentiality

7.1. The Parties shall undertake best efforts to ensure all Shared Information is kept confidential.

8. Erasure of Shared Information

8.1. All Shared Information shall be deleted and/or destroyed by SGA when it is no longer relevant in connection with any investigation, enquiry or disciplinary process.

8.2. All Shared Information shall be deleted and/or destroyed by IBIA when it is no longer relevant in connection to any investigation or enquiry, and in any case after a maximum duration of [10 years].

9. Miscellaneous

9.1. The Parties shall meet on a periodical ad hoc basis on such dates as are mutually acceptable to both Parties to review any steps and actions which have been taken by the Parties and the Swedish events and competitions thereunder to determine if there are areas for further cooperation between SGA and IBIA.

9.2. Either Party may withdraw from this MoU with immediate effect at any time by giving notice in writing.

9.3. The Swedish Law is the law governing this MoU

9.4. In the event of a dispute, the Parties agree to seek an amicable solution prior to taking it before Court. If an amicable solution cannot be reached, any dispute arising out of or in connection with the performance of this MoU shall be subject to the exclusive jurisdiction of Sweden.

The following persons are authorized to implement this MoU and serve as contacts for notices and communications:

IBIA

Matt Fowler

Director of Integrity

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The Swedish Gambling Authority

Camilla Rosenberg

Director-General

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Matt Fowler

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The Swedish Gambling Authority, Director-General