

**ORDER 2020-123
IN RE SETTLEMENT AGREEMENT**

**SBTECH MALTA LIMITED
20-SBT-02**

After having reviewed the attached Settlement Agreement, the Indiana Gaming Commission hereby:

APPROVED

APPROVES OR DISAPPROVES

the proposed terms of the Settlement Agreement.

IT IS SO ORDERED THIS THE 23rd DAY OF NOVEMBER, 2020.

THE INDIANA GAMING COMMISSION:



Michael B. McMains, Chair

ATTEST:



Jason Dudich, Secretary

**STATE OF INDIANA
INDIANA GAMING COMMISSION**

IN RE THE MATTER OF:)
) **SETTLEMENT**
SBTECH MALTA LIMITED) **20-SBT-02**
)

SETTLEMENT AGREEMENT

The Indiana Gaming Commission (“Commission”) by and through its Executive Director Sara Gonso Tait and SBTech Malta Limited (“SB Tech”), (collectively, the “Parties”) desire to enter into this settlement agreement (“Agreement”) prior to the initiation of a disciplinary proceeding pursuant to 68 IAC 13-1-18(a). The Parties stipulate and agree that the following facts are true:

FINDINGS OF FACT

1. Chapter 12, Section 4(2)(A) of the Emergency Rules for Sports Wagering provides in order to establish a sports wagering account, a sports wagering operator shall encrypt any portion of the patron's Social Security number or equivalent identification number for a noncitizen patron, such as a passport or taxpayer identification number.
2. On March 28, 2020, the Commission’s Sports Wagering Division received notification from SB Tech that there was an on-going issue with SB Tech infrastructure.
3. During the issues with the SB Tech infrastructure, the database that contained the players’ social security numbers was encrypted, however within the database, the players’ social security numbers were not further encrypted.

TERMS AND CONDITIONS

Commission staff alleges that the acts or omissions of SB Tech by and through its agents as described herein constitute a breach of IC 4-33, IC 4-38, the Emergency Rules for Sports Wagering and/or 68 IAC. The Commission and SB Tech hereby agree to a monetary settlement of the alleged violations described herein in lieu of the Commission pursuing formal disciplinary action against SB Tech.

SB Tech shall pay to the Commission a total of \$7,500 in consideration for the Commission foregoing disciplinary action based on the facts specifically alleged in the Findings of Fact contained in this Agreement. This Agreement extends only to those violations and findings of fact specifically alleged in the findings above. If the Commission subsequently discovers facts that give rise to additional or separate violations, the Commission may pursue disciplinary action for such violations even if the subsequent violations are similar or related to an incident described in the findings above.

Upon execution and approval of this Agreement, Commission staff shall submit this Agreement to the Commission for review and final action. Upon approval of the Agreement by

the Commission, SB Tech shall promptly remit payment in the amount of \$7,500 and shall waive all rights to further administrative or judicial review related to the violations alleged above.

This Agreement constitutes the entire agreement between the Parties. No prior or subsequent understandings, agreements, or representations, oral or written, not specified or referenced within this document will be valid provisions of this Agreement. This Agreement may not be modified, supplemented, or amended, in any manner, except by written agreement signed by all Parties.

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original agreement and both of which shall constitute one and the same agreement. The counterparts of this Agreement may be executed and delivered by electronic mail, facsimile, or other electronic signature by either of the parties and the receiving party may rely on the receipt of such document so executed and delivered electronically as if the original had been received.

This Agreement shall be binding upon the Commission and SB Tech.

IN WITNESS WHEREOF, the Parties have signed this Agreement on the date and year as set forth below.

Rob van Oijen

Sara Gonso Tait, Executive Director
Indiana Gaming Commission

Robertus Johannes Cornelis Van Oijen
SBTech Malta Limited

6/24/20

November 20, 2020 | 3:34 AM PST

Date

Date

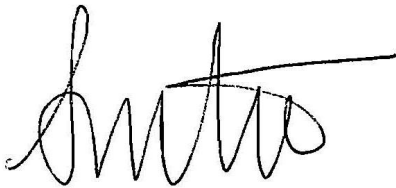
Upon execution and approval of this Agreement, Commission staff shall submit this Agreement to the Commission for review and final action. Upon approval of the Agreement by the Commission, SB Tech agrees to promptly remit payment in the amount of \$7,500 and shall waive all rights to further administrative or judicial review.

This Agreement constitutes the entire agreement between the Parties. No prior or subsequent understandings, agreements, or representations, oral or written, not specified or referenced within this document will be valid provisions of this Agreement. This Agreement may not be modified, supplemented, or amended, in any manner, except by written agreement signed by all Parties.

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original agreement and both of which shall constitute one and the same agreement. The counterparts of this Agreement may be executed and delivered by electronic mail, facsimile, or other electronic signature by either of the parties and the receiving party may rely on the receipt of such document so executed and delivered electronically as if the original had been received.

This Agreement shall be binding upon the Commission and SB Tech.

IN WITNESS WHEREOF, the Parties have signed this Agreement on the date and year as set forth below.



Sara Gonso Tait, Executive Director
Indiana Gaming Commission

11/20/20

Date

Robertus Johannes Cornelis Van Oijen
SBTech Malta Limited

Date