

**ORDER 2026-107  
IN RE SETTLEMENT AGREEMENT**

**NYX DIGITAL GAMING (USA) LLC  
26-NYX-01**

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



**APPROVED**

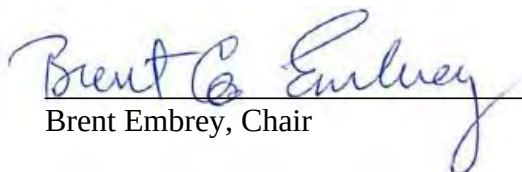
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APPROVES OR DISAPPROVES

the proposed terms of the Settlement Agreement.

**IT IS SO ORDERED THIS THE 24<sup>th</sup> DAY OF SEPTEMBER, 2026.**

**THE INDIANA GAMING COMMISSION:**

  
Brent Embrey, Chair

ATTEST:

  
B.R. Lane, Secretary

**STATE OF INDIANA  
INDIANA GAMING COMMISSION**

|                                     |   |                   |
|-------------------------------------|---|-------------------|
| <b>IN RE THE MATTER OF:</b>         | ) |                   |
|                                     | ) | <b>SETTLEMENT</b> |
| <b>NYX DIGITAL GAMING (USA) LLC</b> | ) | <b>26-NYX-01</b>  |
|                                     | ) |                   |

**SETTLEMENT AGREEMENT**

The Indiana Gaming Commission (“Commission”) by and through its Executive Director Joe B. Hoage and NYX Digital Gaming (USA) LLC (“NYX”), (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. 68 IAC 2-2-1(d) provides the applicant's key persons, substantial owners, and any other persons deemed necessary to allow the commission to ensure the applicant meets the statutory criteria for licensure set forth in IC 4-33, IC 4-35, and this title must complete and submit a Personal Disclosure Form 1 (PD-1) application for occupational license under 68 IAC 2-3-1.
2. 68 IAC 2-2-6.1(a) provide that all key persons and substantial owners of supplier licensees and supplier license applicants must obtain a Level 1 occupational license.
3. 68 IAC 2-2-4(b)(3) provides an application shall be deemed filed when the completed application forms, including all required documents, all personal disclosure forms, materials, photographs, and application fee have been submitted. The commission will not begin its background investigation until the application is filed.
4. On September 30, 2025, NYX hired replacement CTO to train under former CTO. This set the application due date for October 30, 2025.
5. On December 31, 2025, former CTO left employment. Replacement CTO began duties on January 1, 2026.
6. On July 21, 2026, the application for replacement CTO was received by IGC. If September 30, 2025 is used as the start date, the application was two hundred sixty (260) days late. If January 1, 2026 is used as the start date, the application was one hundred sixty-eight (168) days late.

**TERMS AND CONDITIONS**

Commission staff alleges that the acts or omissions of NYX by and through its agents as described herein constitute a breach of IC 4-38 and 68 IAC. The Commission and NYX hereby

agree to a monetary settlement of the alleged violations described herein in lieu of the Commission pursuing formal disciplinary action against NYX.

NYX shall pay to the Commission a total of \$3,000 in consideration for the Commission foregoing disciplinary action based on the facts specifically described 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.

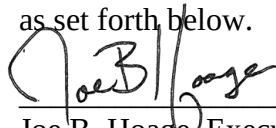
Upon execution and approval of this Agreement, Commission staff shall submit this Agreement to the Commission for review and final action. Upon approval of the Agreement by the Commission, NYX agrees to promptly remit payment in the amount of \$3,000 and waive all rights to further administrative or 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 NYX.

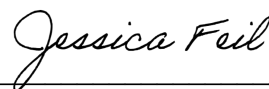
IN WITNESS WHEREOF, the Parties have signed this Agreement on the date and year as set forth below.



Joe B. Hoage, Executive Director  
Indiana Gaming Commission

9/16/2026

Date



Jessica Feil, General Counsel  
NYX Digital Gaming (USA) LLC

August 26, 2026

Date