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14 JUN 2017

GAMBLING SUPERVISION  
COMMISSION

**By registered mail**

Gambling Supervision Commission  
Ground Floor, St George's Court  
Myrtle Street  
Douglas  
Isle of Man IM1 1ED

Zurich, 9 June 2017

**Dissolution of Early Warning System GmbH, Badenerstrasse 141, 8004 Zurich  
Transfer of the agreement dated 11 March 2014**

Dear Sir or Madam

We hereby inform you that by resolution dated 24 February 2017 the general assembly of Early Warning System GmbH (EWS GmbH) passed the decision to dissolve the company. EWS GmbH, a subsidiary of Fédération Internationale de Football Association (FIFA), shall therefore enter into liquidation. The general assembly further elected the undersigned to act as Liquidators of EWS GmbH.

After consultation with FIFA, we hereby inform you that based on the excellent cooperation between EWS GmbH and Gambling Supervision Commission, it is the strong intention of FIFA, as the world football's governing body, to continue the cooperation with Gambling Supervision Commission and FIFA therefore proposes to substitute itself for EWS within the scope of the current cooperation agreement between Gambling Supervision Commission and EWS GmbH. Please find enclosed a respective agreement.

If you agree to the transfer of the cooperation agreement from EWS GmbH to FIFA, we kindly ask you to provide us with the signed agreement in triplicate within the next two weeks.

After the return FIFA will also sign the agreement and one of the copies of the agreement will then be returned to you.

We ask for your attention and thank you on behalf of EWS GmbH for the excellent cooperation.

Kind regards



Kai Ludwig, Manager and Liquidator



Christian Jenny, Liquidator

Enclosures:

- Current excerpt regarding EWS GmbH from the Commercial Register for the Canton of Zurich
- Agreement concerning the transfer of the contract

**This MEMORANDUM OF UNDERSTANDING** ("MoU") is made the on the 24<sup>th</sup> day of February 2014 **Between** (1) the **GAMBLING SUPERVISION COMMISSION** (a statutory board of the Isle of Man Government) of Ground Floor, St George's Court, Myrtle Street, Douglas, Isle of Man IM1 1ED ("the Commission") and

(2) **EARLY WARNING SYSTEM GmbH** (subsidiary of The Fédération Internationale de Football Association) of Streulistrasse 19, 8032 Zürich, Switzerland ("Early Warning System") (together called "the Parties") for the purpose of securing the integrity of sports in connection with sports betting

## **1**     **Whereas**

- (A) The Fédération Internationale de Football Association ("FIFA") is a registered association based in Zurich (Switzerland) and entered in the commercial register pursuant to article 60 ff of the Swiss Civil Code. It is the aim and purpose of FIFA to improve, propagate and organise the sport of football on a global level and to protect its integrity. For this reason the FIFA subsidiary Early Warning System was established in 2005 with the aim of recognising conspicuous matters in the sports betting business in time and preserving the integrity of football in particular.
- (B) The Commission is a statutory board of the Isle of Man Government. The core principles the Commission upholds are: (i) to keep the gambling industry on the Isle of Man crime free; (ii) to protect the young and those at risk; and (iii) to ensure that the services offered by licence holders on the Isle of Man are fair and that players receive their true winnings.
- (C) The Parties are aware of the risks to the integrity of sport represented by the manipulation of sports events with the intention of achieving unfair winnings, a phenomenon which is particularly present with respect to unregulated betting activities.
- (D) Furthermore they believe that sports associations, the betting providers and state and public organisations operating in this area should cooperate to try to prevent and oppose these dangers, in order to protect the integrity of sports and sports competitions.
- (E) Owing to their activities, the Commission, as well as FIFA and Early Warning System operating on behalf of FIFA, share the conviction that sports' integrity

must not be affected by manipulation and interference in connection with betting and gambling.

It is understood that:-

- 1.1 Both Parties confirm their willingness to cooperate at all levels, in order to preserve and protect the integrity of sports.
- 1.2 In particular, the Parties agree to work collaboratively in the exchange of information between them in the area of sports betting and integrity of sports events, as well as by a constructive and creative collaboration in terms of an amicable cooperation, thereby helping to achieve the goal of preserving and protecting the integrity of sports.

## **2 Information sharing**

- 2.1 The Parties have agreed to share information (at their own discretion) about any reasonable suspicion they may have of irregular betting patterns or activities which could threaten the integrity of a sporting event. Notwithstanding the terms of this MoU, neither Party shall be obliged to pass on any information, documentation or other material.
- 2.2 The Parties acknowledge that they may only provide information under this MoU if permitted or not prevented under applicable laws, regulations and requirements. In this respect obligations regarding information sharing between the Parties shall be respected such as:
  - Protection of personal data and privacy
  - Protection of confidential information
- 2.3 The Commission reserves the right to pass on the information it receives pursuant to this MoU to the relevant competent authorities where necessary, who will take over the consideration of the suspected activity and its follow up. Nothing in this MoU shall impose any obligation either on the Commission and its licensees, nor on relevant competent authorities nor on FIFA and Early Warning System and its members to take any action of any nature in respect of any information exchanged by the Parties hereunder.

- 2.4 Information considered 'confidential' shall not be shared where an actionable breach may be brought.
- 2.5 Both Parties shall inform each other about the final outcome of the reported suspicious betting activity.

### **3 Legal gateways**

Information received from Early Warning System may be shared between the Commission and other parties by virtue of the laws of the Isle of Man, and/or any bilateral of administrative cooperation with other gaming regulators and/or any multilateral administrative cooperation agreements at an EEA Level.

### **4 The information sharing process**

- 4.1 This process does not cover information that is already in the public domain.
- 4.2 The Parties agree to share relevant information both pro-actively, i.e. where one Party identifies information that is relevant to the other's role, and reactively, i.e. in response to a request where one Party believes the other holds information relevant to their role.
- 4.3 No electronic or non-electronic pro-forma shall be required for the exchange of information unless specified by either Party.
- 4.4 Procedures for notifying the other Party of the transmission and receipt of sensitive information shall ensure all exchanges of information are traceable and that receipt cannot be plausibly denied.
- 4.5 Any specific technical and customary standards for the packaging, transmission, recording and reading of exchanged information shall be explicitly stated – otherwise standard commercial solutions shall be applied.
- 4.6 The receiving Party will verify that the request is lawful and compliant with this agreement and:

- Provide the required information where it exists in the agreed format promptly, or
  - Provide a negative response where the information does not exist, or
  - Refuse the request and provide an explanation for refusal
- 4.7 Requests will normally be fulfilled within 10 working days if practicable and unless otherwise required.
- 4.8 Requests should be made to, and be authorised by, the designated Information Sharing Single Points of Contact (SPOCs) of both Parties.
- 4.9 Shared information shall be kept strictly confidential and must not be further disclosed to any other Party or used for a purpose other than that for which it was requested and/or received without the consent of the originating Party.
- 4.10 Both Parties will ensure that, to the best of their knowledge, shared information is as accurate, up to date and adequate for the purpose disclosed and where one Party discovers this not to be the case, they will inform the originating Party of this.
- 4.11 Exceptions to this process shall only be permitted where they are agreed to by both Parties, there is a clear requirement (e.g. time-sensitive operations) or harm or injury could occur otherwise.

## **5 Information storage**

- 5.1 Both Parties agree that shared information should only be retained for the period necessary to achieve the objectives of the disclosure and shall be deleted and/or destroyed by the receiving Party when it is no longer relevant in connection with the purpose for which it was exchanged.
- 5.2 Both Parties will ensure that received information is attributable and traceable to the other by marking or referencing.
- 5.3 Both Parties shall apply security controls to all processing of shared information including transmission, storage and destruction and that personal data shall be protected according to the rules.
- 5.4 Both Parties will ensure that staff handling protectively marked material are appropriately trained and vetted.
- 5.5 Both Parties will keep a disclosure log recording shared information.

## 6 General

6.1 The day-to-day contact for each Party to this MoU will be:

Gambling Supervision Commission:

██████████ Director – Licensing & Compliance

Email: ██████████

Telephone: ██████████

Early Warning System:

██████████ Head of International Affairs

E-mail: ██████████

Telephone: ██████████

6.2 In the absence of these persons, other responsible individuals may be delegated.

6.3 This MoU shall remain in effect for an indefinite period (subject to the provisions of 6.4) from the date on which it is made..

6.4 Either Party may terminate this MoU after giving the other Party 3 months notice of its intention to do so. If either Party gives such notice, this MoU will continue to have effect with respect to all requests for assistance that either Party had made before the effective date of termination.

6.5 Neither Party may use the name or logo of the other Party without the prior written consent of that other Party and neither Party shall represent to any third party that the Parties have a legal relationship until such time (if ever) that there is a signed contract between the Parties in place.

- 6.6 This MoU is neither intended to place legally binding obligations on either Party nor give either Party any authority to act on behalf of or to commit any expenditure by the other Party.
- 6.7 Where members of the public have cause for complaint against activities generated by the operation of this MoU, any complaint received by either of the Parties to the MoU should be forwarded to the other for consideration.

**Early Warning System GmbH:**

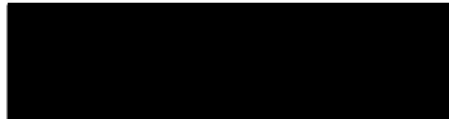
Zurich, Date: 11/03/2014

Early Warning System GmbH



Detlev Zenglein  
Chief Executive Officer

Signed by



Steven Brennan  
Chief Executive

duly authorised for and  
on behalf of the Gambling Supervision Commission

Date:

26<sup>th</sup> February 2014