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Directive 12/2016

Agreement between Class A Licensed Bookmaker and Authorised Representative

According to section 11(b) of the Betting Law (hereinafter referred to as the “Law”), the National Betting Authority (hereinafter the «Authority») has the power to draft and issue Regulations and Directives for the best possible application of the Law. Directive No. 12/2016 is drawn up on the basis of the provisions of section 34 of the Law as amended or replaced from time to time, which concern the agreement between a Class A licensed bookmaker and an authorised representative, and set out that the authorised representative shall provide to the Authority a written agreement between himself and the Class A licensed bookmaker which explicitly provides that the representative shall provide betting services as a representative for and on behalf of the Class A licensed bookmaker.

2. As a consequence, it follows that the agreement between the Class A licensed bookmaker and the authorised representative must comply with the relevant provisions of the Law, and must include the following information:

1. Postal address for communication within the Republic to which notices will be sent,
2. The identity details and the details of the place of residence in case of a natural person or the registration number and address of registered office in case of a company,
3. Certificate from the Registrar of Companies and Official Receiver for the shareholders, in case of a company, which must be attached as an annex to an agreement. If the "beneficial owner (within the meaning of the Law)" is another person, this must be stated in the agreement,
4. Clause providing that the contracting parties have not been convicted by a competent court for a “relevant offense (within the meaning of the Law)”,
5. Clause providing that the authorised representative has completed the twenty-fifth (25th) year of age (in case of a natural person),
6. Provision that the licence of any contracting party cannot be transferred or assigned in whole or in part in any manner to any other person,

7. Provision that any contracting party is obliged to obtain the prior approval of the Authority before carrying out any change or taking any action concerning the following [points (a) - (d) only apply in the event that the contracting party is a company]:
 - (a) Acquisition of a significant interest from a person who does not hold a significant interest therein;
 - (b) The holder of a significant interest ceases to hold such an interest;
 - (c) Change in the Board of Directors or of the officers who manage same;
 - (d) Change of its beneficial owner;
 - (e) Any amendment to any agreement between the Class A licensed bookmaker and the authorised representative, under which the authorised representative receives a percentage of the income or profit from the betting services provided thereby;
 - (f) Adoption of a decision or resolution or notice or filing an application before a court or the adoption of any other action that may lead to its dissolution or liquidation or his/her bankruptcy (in the case of a natural person);
 - (g) Change or alteration of the information or data submitted to the Authority for the purpose of issuing or renewing a licence,

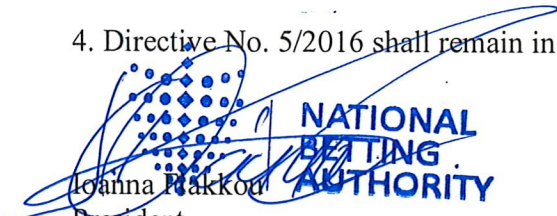
8. Clause providing for the obligation to immediately inform the Authority as soon as any of the contracting parties becomes aware that:
 - (a) the other contracting party has been convicted of any “relevant offense (within the meaning of the Law)”; or
 - (b) any holder of a significant interest or officer or “true beneficial owner (within the meaning of the Law)” of the other contracting party, in case of a legal entity, has been convicted for any “relevant offense”; or
 - (c) the other contracting party is under liquidation or has committed an act of bankruptcy or has become bankrupt; or
 - (d) the licence of the other contracting party has been obtained by fraudulent actions or false representations or fraud; or
 - (e) the real conditions that formed the basis for the issuance of the license of the other contracting party and which constitute a condition for its issuance, have changed significantly;

- (f) the other contracting party does not apply the procedures for the prevention of money laundering under the Prevention and Suppression of Money Laundering Activities Law and which are specified in the relevant Directives of the Authority; or
 - (g) the other contracting party provides credit to a player, or a player account or acts as a representative of a person who provides such credit, or acts in a manner that facilitates the provision of credit or a player account; or
 - (h) the other contracting party fails to comply with any term of its license after the expiration of six (6) months after the expiration of the period of suspension of its licence in accordance with section 21 of the Law; or
 - (i) a Class A licenced bookmaker fails to comply with the provisions of section 68 of the Law,
9. Clause providing that the license of an authorised representative shall cease to be in force:
- (a) automatically, in case of revocation of the Class A licensed bookmaker of the person for whom and on whose behalf the authorised representative is carrying out the bet;
 - (b) automatically, in case of suspension, for any reason, and for the duration of the suspension of the licence of the Class A licensed bookmaker, for whom and on whose behalf the authorised representative is carrying out the bet; and
 - (c) upon written notice to be notified to the Authority, through which the recipient or its authorised representative terminates the cooperation between them and that the licence is automatically terminated from the date on which the said written notice is notified to the Authority,
10. A clause providing that the agreement will be governed by and shall comply with the applicable Cyprus Legislation, Regulations and Directives of the Authority that will automatically apply when interpreting and executing same, and providing that any dispute concerning the interpretation of the agreement shall be settled by the Cyprus Courts,
11. In the event that the agreement concerns the issuance of a licence for premises, the agreement shall contain the following provision:
- (a) that the person in whose name the licence was issued, will appoint one or more natural persons as responsible person(s) for implementing the provisions of this Law inside the premises and to inform the Authority accordingly;
 - (b) that the main activity to be carried out inside the licensed premises is the provision of betting services and that only authorised activities can be carried out in side such premises in accordance with the license of the Class A licensed bookmaker and any other type of licensed bets in accordance with the provisions of any other law;

- (c) that the responsible person or persons who are appointed have not been convicted for a “relevant offense”;
- (d) that the premises meet the terms and conditions specified in this Law and the Regulations;
- (e) that the holder of the licence for the premises and any other person who is employed at the premises, meet the conditions prescribed by this Law and the Regulations;
- (f) that the holder of the licence for the premises has an obligation to post and maintain, in a prominent position, inside the licensed premises, the licence for the premises, a sign stating in the Greek and English languages the prohibition for any underage persons to enter inside the licensed premises and a sign stating in the Greek and English languages the terms and conditions under which betting services are provided,
- (g) The holder of the licence for the premises or the person in charge for the premises has an obligation to allow the members of the Cyprus Police and/or the representatives of the Authority and/or any other persons who are duly authorised by the Minister or the persons who are authorised under any other law, to enter freely inside licensed premises for the purpose of carrying out a control regarding the proper and faithful application of the terms under which the licence has been granted, the provisions of the Law and the Regulations, as well as the directives of the Authority.

3. The Authority informs that the agreements will be deemed not accepted in the event that the above particulars are not included. The application shall therefore be deemed to be incomplete until the presentation of the requisite agreement.

4. Directive No. 5/2016 shall remain in force.


Joanna Nakkou
President

**NATIONAL
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**in case of discrepancy between English and Greek versions, the Greek version supersedes*