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DECISIONS

No 79835 EX 2020

Adoption of the Gambling Regulation for the Organisation and Conduct of Gambling over the Internet.

THE MINISTER FOR FINANCE

Having regard to:

1. Provisions:

a) Articles 25 to 54 of Law No. 4002/2011 'Amendment of the public pension legislation - Arrangements for development and fiscal consolidation - Issues of competence of the Ministries of Finance, Culture and Tourism and Labour and Social Security' (A' 180), in particular the provisions of paragraph 3 of Article 29 and Articles 189 to 203 of Law No. 4635/2019 'Investing in Greece and other provisions' (A' 167),

b) of Law no. 4624/2019 "Personal Data Protection Authority, measures implementing Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and transposing into national legislation Directive (EU) 2016/680 of the European Parliament and of the Council of 27 April 2016 and other provisions" (A' 137),

c) articles 13, 18, 19 and 41 of Law No. 4622/2019 "Final State: organisation, operation and transparency of the Government, government bodies and the central public administration." (A' 133),

d) of Law no. 4557/2018 "Prevention and suppression of money laundering and terrorist financing (incorporation of Directive 2015/849/EU) and other provisions" (A' 139),

e) of Law no. 3861/2010 "Enhancing transparency through the mandatory posting of laws and acts of governmental, administrative and self-governing bodies on the Internet "Transparency Programme" and other provisions" (A' 112) and Law No. 3469/2006 'National Printing House, Government Gazette and other provisions' (A' 131),

f) articles 16 to 23 of Law No. 3229/2004 'Supervision of private insurance, supervision and control of games of chance, application of International Accounting Standards', and

Standards and other provisions" (A' 38) and, in addition, the provisions of Law No. 3051/2002 (A' 220) "Constitutionally guaranteed independent authorities, amendment and completion of the public sector recruitment system and related provisions",

g) articles 58 to 60 of Law No. 2961/2001 "Revising the Code of Provisions for the Taxation of Inheritances, Gifts, Parental Benefits, Gifts of Prizes and Lottery Winnings" (A' 266),

h) of P.D. 83/2019 "Appointment of the Vice President of the Government, Ministers, Deputy Ministers and Deputy Ministers" (A' 121),

i) Decree 81/2018 "Incorporation into Greek law of Directive (EU) 2015/1535 of the European Parliament and of the Council of 9 September 2015 (OJ L 241, 17.9.2015, p.1) "on the establishment of an information procedure in the field of technical specifications and rules on information society services (codified text)" and other provisions" (A' 151),

j) article 34 of the decree 142/2017 "Organization of the Ministry of Finance" (A' 181),

k) article 90 of p.d. 63/2005 "Codification of legislation for the Government and governmental bodies" (A' 98), as maintained in force by par. 22 of Article 119 of Law No. 4622/2019 (A' 133),

l) the joint decision of the Ministers of Economy, Infrastructure, Shipping and Tourism - Justice, Transparency and Human Rights, no. 70330oik./30.6.2015, on the adaptation of Greek legislation to comply with Directive 2013/11/EU as in force (V' 1421),

m) the joint decision of the Ministers of Finance and Culture and Tourism (No. 56660/1679/22.12.2011)

"Certification of the opening of the Gaming Supervision and Control Commission (E.E.E.P.)" (B' 2910), n) the joint decision of the Ministers of Finance and Culture and Tourism (No.2/63389/0004/21.7.2016 απόφασης του Υπουργού Οικονομικών με θέμα «Διορισμός Προέδρου και δύο μελών και ανανέωση της θητείας των μελών της Επιτροπής Εποπτείας και Ελέγχου Παιγνίων» (Υ.Ο.Δ.Δ. 397), σε συνδυασμό με τις υπ' αρ. 2/3935/0004/24.7.2018 (Υ.Ο.Δ.Δ. 428), οικ. 9433

EX 2019/12.2.2019 (H.O.D. 64) and

3557 EX 2020 (D.O.D. 20) similar decisions.

2. The E.E.E.P.'s decision no. 452/2/16.12.2019 on: "Recommendation to the Minister of Finance for the adoption of the Gaming Regulation for the organization and conduct of online gaming and the relevant technical specifications (TEP), pursuant to paragraph 3 of article 29 of Law. 4002/2011 (A' 180)".

3. The draft ministerial decision for the adoption of the Gaming Regulation and the Technical Specifications for the organisation and conduct of games of chance via the internet, which was notified to the EU on 31.12.2019, in accordance with the provisions of decree 81/2018 (A' 151), with reference code 2019/657/GR and a deadline for the end of the standstill period on 1 April 2020.

4. The E.E.E.P.'s decision No. 482/2/24.04.2020 on: "Recommendation to the Minister of Finance for the adoption of the Internet Gaming Regulation and the relevant technical specifications (TEP), pursuant to paragraph 3 of article 29 of Law no. 4002/2011 (A' 180)", which imposes amendments to the draft notified under item 3, following the evaluation of the comments and observations submitted and which, amendments, do not require re-notification to the EU, in accordance with the provisions of Decree 81/2018 (A' 151).

5. The need for the adoption of a Gambling Regulation for the organisation and conduct of online gambling.

6. The fact that this decision does not entail any expenditure against the State budget or the budget of the Hellenic Republic, we decide:

1. We adopt the Gaming Regulation for the Administration and Conduct of Internet Gambling, as follows:

GAMBLING REGULATIONS FOR THE
ORGANISATION AND OPERATION OF GAMES
OF CHANCE VIA THE INTERNET

Article 1
Definitio
ns

For the purposes of this Decision, the following words or phrases shall have the following meanings:

Internet Gambling Licence or Licence is the administrative authorisation issued by the NECP for the organisation/execution of Gambling. Only two types of licences are available: a) Type 1 Licence for the Conduct of Internet Gambling and b) Type 2 Licence for the Conduct of Other Internet Gambling.

A Suitability Licence is the act of approving the suitability of a person in accordance with the relevant provisions of the Gambling Regulation on the suitability of persons.

A Disqualified Player is a Player who cannot participate in Games of Chance on his own initiative or on the request of his legal representative to the persons who organise and/or conduct such Games or on the basis of a court decision or a reasoned decision of the Licensee.

Notification is the written notification of the N.E.E.P. of the Licensee's intention to change data, in accordance with the Regulation. The notified change may take place after the expiry of ten (10) working days from the date of the Notification and provided that the NRC, within the above period, does not request additional information or express a contrary opinion.

Internet Betting or Betting according to Article 25 (c) of the Law, is a Gambling game conducted on the Internet and consisting of the prediction by the

Players of the development and/or the final outcome of any kind of events, including virtual events, the outcome of which is derived by using a Random

Number Generator. Conduct means the conduct of a game as referred to in Article 25(i) of the Act. Wherever the provisions of this Decision provide for the concept of Conduct, the concept of Organisation and vice versa.

An organisation is the organisation of a game as referred to in section 25 (jh) of Article 25 of the Act. Wherever the provisions of this Decision provide for the concept of Organisation, the concept of Conduct shall be understood to include the concept of Conduct and vice versa.

The NECP or Authority is the Gambling Supervision and Control Commission.

A Special Venue (studio) is a venue located within the EU or the EEA in which a person holding a relevant licence issued by a competent regulatory authority of the EU or the EEA installs equipment and infrastructure for the conduct of Other Online Games conducted by a live dealer, the result of which is not derived from a Random Number Generator.

An Intermediate Control System is the IT system that ensures the integrity, authenticity and continuous availability of the data collected and has a Data Capture System, a Data Sealing System and a Safe Storage Arrangement.

Electronic Player Account (EAP) is the account referred to in Article 25 (o) of the Law.

A Website is a website through which the Licensee conducts Gambling, is owned by the Licensee and has a mandatory domain name ending in .gr.

The Regulation is this Decision.

The Anti-Money Laundering Regulation is the decision of the NECP entitled "Regulation on the application of measures to combat money laundering and the financing of terrorism by the Persons liable for payment in the market for gambling services", as in force from time to time.

Suitability is the determination by the N.E.E.P. or the Licence Holder of the qualifications and prerequisites of the

places for the granting of a licence and/or a fitness card in accordance with the provisions of the Gambling Regulation on the fitness of persons.

A Manufacturer is a person who manufactures (indicatively studies, designs, assembles, delivers, programs, and programs TMCs) and in any way makes available to a Licensee any Technical Means and Materials and has obtained a Suitability Licence for this purpose from the N.E.E.P., as well as a person who holds a Special Area Licence.

A Licensee or Holder is a legal entity that provides services for the Organisation and Conduct of Gambling and which has been granted an Internet Gambling Licence in accordance with the provisions of the Law and the Regulations. Each Holder may be granted both types of Licences.

Central Computer System (CCS) is the set of hardware and software necessary for the organisation, operation, conduct, monitoring, recording, control and management at a central level of the Licensee's Gambling activities. Key Functions are functions/tasks relating to the organisation, coordination, supervision and control of specific areas and/or functional areas of the conduct of the Games and are performed by the persons responsible or deputy responsible for them, in accordance with the provisions of the Gaming Regulation on Suitability

Persons.

A Game Cycle is a complete sequence of events of a Game, the outcome of which is extracted using a Random Number Generator, which starts with the Participation and lasts until the transfer or loss of credit units in that sequence.

A Jackpot Feature is any fixed or progressively increasing value or combination thereof awarded to Players, which is regulated by the Game Developer or Licensee, at either the Game level or the Game interface level or the system level or any combination of the above.

Other Internet Games, according to Article 25(kb) of the Act, are casino games of chance, poker and its variants, provided over the Internet and conducted either live or by means of a Random Number Generator.

A register is the set of data kept by the E.E.E.P. and posted on its website.

Gross Gaming Revenue (GGR) is the gross revenue of the Licensee in accordance with the provision of Article 25(l)(b) of the Act. Game Guide or Guide is the information material posted on the Website by the Licensee in the Greek language and containing, per Game or group of Games, all necessary information on the Participation of Players, the terms and rules

Conduct of the Games, the odds/distribution table, where available, and other relevant information. Instructions are the circular instructions issued by the NECP on the application of the provisions of the Gaming Regulation. The Directives have binding force in the context of the relations of the Authority with its stakeholders. A Certification Body is a certification body.

test lab that operates a specialised laboratory (Test Lab) and has been recognised by the N.E.E.P. in accordance with the Gaming Regulation on the Suitability of Products or a certification body accredited in accordance with the applicable European and/or international standards, by the public limited company National Accreditation System S.A. (E.SY.D.) or by accreditation bodies of other countries with which E.SY.D. S.A. has signed a mutual recognition agreement.

A Player is a natural person who legally participates in the Gambling Games organised and conducted by the Licensee.

Playing Activity is the set of transactions and other data held in the Holder's computer systems for each specific Player and linked to the Player's Electronic Account held by the Licensee.

A Playing Session is the period of time from the moment the Player logs in to their E-Account until the moment they log out. The duration of the Play Session cannot exceed 24 hours.

A Payment Service Provider is a credit institution or a payment institution or an electronic money institution that is legally established and operating in Greece or in another member state of the European Union or the European Economic Area, in accordance with the applicable provisions.

Certification is the approval for the installation and commissioning of an IMS following a Certification Body's attestation of compliance with the Technical Specifications or documentation of the equivalence of the technical and functional characteristics of an IMS to those specifications.

Information System for Supervision and Control (ISCS) is the information system referred to in Article 30 of the Law. Regulatory Framework is the Regulation and the set of legislative and other regulatory provisions, the terms of the Licences, which define the conditions for the legal organisation and conduct of gambling in the Greek Territory, as well as the Guidelines of the Hellenic Republic.

become the property of the Affiliates.

An affiliate is a person who cooperates with the Licensee to promote specific Games by placing links on its website in order to attract more players to the advertised Licensee's Website, who are subject to the provisions of Article 35 of the Act and who have obtained a Licence of Competence from the E.C.They are registered in the relevant Register.

An Accession Agreement is a contract entered into between the Licensee and a natural person in order for that person to lawfully participate in Internet Gambling. Participation is the registration of the Player's details/entries in each Gambling Game and the validation of the Player's

on payment of a fee.

Technical Specifications (TSP) is the ministerial decree entitled "Regulation of Gaming Technical Specifications (TSP) for the organisation and conduct of Internet Gambling".

Technical Means and Materials for the Conduct of Games (TMM) is the Certified, if required, means/material/machine electronic/mechanical or electromechanical and electronic program (any kind of software - SOFTWARE or computer system), which is used, directly or indirectly, for the Organisation and Conduct of Games and which relates and/or influences and/or determines and/or monitors and records the result of the Games or the conduct of the Games in general.

Gambling or Games of Chance are the Online Gaming as referred to in case c) of Article 25 of the Law and the Other Online Games as referred to in case k) of Article 25 of the Law, which may be legally organized and conducted in the Greek territory by the Licensee through the Website and which have received the required Certifications.

Responsible Gambling is the set of regulations of the Gaming Regulation and the Hellenic Gaming Commission's Directives which aim to ensure that all gambling activities are conducted in accordance with the applicable provisions in a socially responsible manner, in order to minimise the negative impact on players from their participation in gambling.

Article 2

SCOPE OF APPLICATION - GENERAL PRINCIPLES

2.1. The Rules apply to Gambling conducted over the Internet by Licensees.

2.2. Access to the Playing Activity is granted exclusively to the Player and the N.E.E.P., as well as to the specially designated and trained staff of the Licensee, which is notified to the N.E.E.P., in accordance with the provisions of Article 34 of the Law.

2.3. The Licensee is not permitted to link and/or associate the Playing Activity with the personal data of the Players in any way, except in the following cases:

a. For purposes of compliance with the applicable legal and regulatory framework, such as, in particular, the exclusion of access to the Games for persons under 21 years of age, the matching of Players with actual natural persons, the provision of information to the Player upon request, the cross-checking of tax obligations arising from winnings and the issuance and

the issue of a profit and loss statement. The Licensee shall inform the EBA of all the measures it intends to take to ensure that this provision is implemented.

β. For marketing communication purposes, including the implementation of any loyalty programmes, in accordance with Article 7.

2.4. The Licensee shall ensure that the organisation and operation of the Games is reliable and safe, in accordance with the rules of public order, the principles of public interest, and the Regulatory Framework, as well as that, in the operation of the Games, persons under the age of 21 are excluded, vulnerable social groups are protected, and public health and safety, as well as the transparency of transactions are not endangered.

2.5. In the framework of the principle of mutual recognition, the CECE may grant the certifications provided for in the Regulation to TMCs legally produced and/or sold in other countries, provided that they offer an equivalent degree of protection to that specified in the Technical Specifications and the Regulation. The procedure for confirming the equivalent degree of protection is carried out by Certification Bodies, at the expense of the applicants for certification. A decision of the CEIOPS defines the jurisdictions covered by the principle of mutual recognition and the data and supporting documents on the basis of which the equivalence of the degree of protection is established.

2.6. In the event of rejection of the application for a Licence or Certification or revocation of the Licence or Certification for any reason, fees and charges paid will not be refunded.

2.7. During the examination of the application for a Licence/Certification, the Authority may request from the applicant or any other public or private sector body or authority, in Greece and abroad, any information, data or documents it deems appropriate, in order to ensure the accuracy, completeness and authenticity of the data and supporting documents submitted. Applicants shall, without obligation and without reservation, give full and unconditional authorisation to the Authority to process the personal data and information concerning them, including the making available to the Authority and/or the verification by the Authority of the aforementioned data and information by third parties. Where relevant certificates and records are derived from registers available in electronic form, the applicant is exempted from the obligation to provide them if he/she indicates the electronic address (url) where they are posted, accessible and retrievable. The Authority shall verify, in aggregate or on a sample basis, the accuracy of the information submitted in the context of the granting of a licence, approval and certification. The Authority may at any time carry out an ex-officio check on compliance with the terms and conditions of the Licences, Certificates and authorisations of any kind.

2.8. The Licensee shall ensure that the CSF and each of its systems is, at all times, in constant communication with the PSCA and that its control and supervision is possible, in accordance with the Regulation and the Technical Specifications. Each Gaming Monitoring and Control System must have full software and physical security to fully ensure: a. The access of the NECP to all computer programs, stored files and data and, in general, to all functionalities of the system.

β. The integrity, reliability, accuracy and fidelity of the data stored in the records and all derived data sent to the PSCI.

2.9. The complete and integrated technical infrastructure for the conduct of gambling activities, connected through the CSF to the PSCA, is a continuous obligation throughout the duration of the Licence, which is carried out at the responsibility, expense and care of the Licensee, in accordance with the Technical Specifications and the Regulation. Until the installation and operation of the PSCS by the NEEP, the Licensee is obliged to provide the NEEP with the possibility of remote, full access to the CSF.

2.10. In the event that the applicant or the Licensee has its registered office or permanent establishment in another member state of the EU or the EEA or is a venue for Other Online Games in another member state of the EU or the EEA, equivalent documents from the competent authority of the country of establishment, legally certified and translated into Greek, are required instead of the documents required by the Regulation.

2.11. The N.E.E.P. keeps and revises Registers, and the posting of these on its website is sufficient notification and proof of the referred Licence or Certification.

2.12. The Licensee is entitled to use the Hellenic Republic's trade mark in its commercial literature and commercial communications, under the terms and specifications set by the Authority.

2.13. The Intermediate Control System and the Central Information System are certified in accordance with the Regulation and the Technical Specifications. The certification includes, inter alia, compliance with the requirements for seamless operation, availability and interoperability between the systems for the whole solution. In particular, for the Safe Data Storage Device (Safe), the Licensee shall submit a report from a Certification Body to the NEPA no later than every six (6) months confirming the full correspondence between the data in the Central IT System (CSF) and the data stored in the Safe Data Storage Device (Safe).

2.14. The Licensee is obliged to keep the data, documents and data for at least ten (10) years, in a medium that allows the storage of the information and in a form and manner that allows it to be provided to the

The Authority shall have direct and easy access to these records through the interconnection of the IT systems of the NCA with the IT systems of the Licensee and/or in the manner, time, periodicity and analysis specified by the Authority.

2.15. The content of the application for a licence or certification, the time and method of submission, the exact details and any other necessary details are determined and re-applied, as appropriate, by instructions issued by the Hellenic Petroleum Research Institute.

2.16. The Licensee shall comply with the provisions of the Regulatory Framework and the recommendations of the N.E.E.P., as the case may be, in the manner and at the time specified by the Authority.

Article 3 AUTHORISATION TO CONDUCT GAMES VIA THE INTERNET

3.1. The Organisation and Conduct of Gambling via the Internet in the Greek territory is permitted under a Licence issued by the Hellenic Gaming Authority. The Licence includes the specific conditions for the conduct of Gambling, for which it is issued and the obligations of the Licence Holder. There are two types of licences:

- Type 1 - Online Betting License, with a price of three million (3.000.000) Euros.

- Type 2 - Other Online Gaming License, for a price of two million (2.000.000) euros.

3.2. Each applicant may apply for a licence of one type or both types by means of a separate application.

3.3. Each Licence is valid for seven (7) years from the date of issue.

3.4. Licences are personal and may not be transferred in whole or in part to another person. Each Licence shall be single and indivisible and may not be divided.

3.5. It is forbidden to lease to third parties or to co-opt the Licence in any way.

3.6. The applicant's application shall include the type of licence requested. The application for a licence shall be accompanied by the supporting documents referred to in Article 5 and a fee of EUR 10 000 for participation in the procedure.

3.7. With his application, the applicant indicates how the fee for the Licence will be paid in accordance with the provisions of paragraph 5.4.

Article 4 CONDITIONS FOR GRANTING THE AUTHORISATION

4.1. Persons applying for a licence must meet the following conditions:

a. They are legal entities with their registered office or permanent establishment in Greece or in another state of the European Union or the European Economic Area and a paid-up capital of at least two hundred thousand (200,000) euros.

β. The members of the Board of Directors, the partners and the persons exercising the administration and management of the legal person applying for the granting of a licence have not been convicted by final judgment of a felony or any other penalty for theft, embezzlement, fraud, unfaithfulness, receiving and disposing of the proceeds of crime, extortion, forgery, active or passive bribery, dangerous or grievous bodily harm, concealment of a crime, coin crime, common dangerous crime, crime against personal freedom, crime against sexual freedom, crime of economic exploitation of sexual life, as well as for a crime provided for in the legislation on drugs, weapons, explosives and tax evasion.

c. They are tax and social security up to date at the time of the date of submission of the application.

δ. They are not in a state of bankruptcy, liquidation, receivership, receivership or other similar situation and are not in a state of bankruptcy, receivership, receivership, receivership or other similar proceedings.

ε. The shareholders or partners of the Licensee meet the suitability requirements in accordance with the provisions of the Gaming Regulation on the suitability of persons.

f. They were not registered in the list of unlicensed gambling providers (black list) of paragraph 7 of Article 48 of the Law, within the year preceding the date of submission of their application for the granting of the License.

ζ. They have the technical, professional and financial competence, as well as the technological and material infrastructure for the organisation and conduct of the Games.

η. Have a documented business plan for the development of their activities under the validity of the Licence.

θ. Develop and implement internal policies, rules of conduct and specific measures and procedures to ensure the transparency and integrity of the conduct of the Games, the protection of persons under 21 years of age, Players and consumers, and their general compliance with applicable provisions.

4.2. In order to prove that the above conditions are met, the persons applying for a licence shall submit the required information and supporting documents in accordance with the provisions of Article 5, in the manner and at the time specified by the Authority.

Article 5

GRANTING OF AUTHORISATION TO OPERATE GAMES OVER THE INTERNET - RENEWAL OF AUTHORISATION

5.1. For the issue of a Licence, an application is submitted to the N.E.E.P. by a legal representative or a representative of the person applying for the Licence. The application shall be accompanied by the following documents and supporting documents:

a. Depending on the applicant's legal form and the law of the country of establishment, the applicant's incorporation and legal representation documents, such as:

aa) an act of incorporation or an instrument of constitution.

bb) A copy of the codified statutes. cc) Certificates of registration in company registers. dd) Decision to form the Board of Directors.

(e) Shareholding composition and a detailed reference to the percentage of each shareholder or partner of the applicant, in accordance with the provisions of the Gambling Regulation on the Eligibility of Persons, identifying the Beneficiary Owner.)

f) Minutes of the Board of Directors or an Act of the body responsible for the administration approving the submission of the application for a licence.

g) A special notarial power of attorney or a notarised record of the applicant's administrative body, on the appointment of a legal representative.

hh) Act of appointment of a legal representative in accordance with the provisions of Article 142 of the Code of Civil Procedure, in case the applicant is established abroad. b. Evidence and supporting documents proving the financial, technical and professional competence of the applicant and the viability of the applicant's business, if the applicant is in a foreign country.

the investment objective, in particular:

aa) Financial statements, if the applicant is required to prepare financial statements under the law of the country of establishment, or statements of financial data from business activities, as well as a statement of the total amount of turnover, for the period of operation of the applicant and up to three (3) previous financial years from the year of submission of the application, accompanied by an auditor's report. If the applicant, for good reason, is unable to provide the above information, it may demonstrate its financial standing by any other appropriate document. Where the applicant is a subsidiary of a group of companies, it may provide consolidated financial statements.

bb) Letter of guarantee for the performance of the Licence, in accordance with the provisions of paragraph 5.7.

cc) If the applicant intends to finance the acquisition and/or operation of the Licence by relying on the financial capacity and/or technical and professional competence of third parties, a written commitment from the legal representatives of these entities, guaranteeing the financing of all or part of the funds required and/or the availability of the necessary technical, technological and human resources and infrastructure.

dd) A business plan (business plan, business model) for the development of the applicant's activities under the Licence, including the relevant timetables and milestones.

uh) A detailed description of the facilities to be used by the applicant for the organisation and operation of the Games.

f) A complete organisation chart of the applicant with a breakdown of duties and responsibilities by organisational unit and Critical Function.

g) A list of all of the applicant's staff members who, at the time of the submission of the application, are performing or have been trained to perform Critical Functions, in accordance with the provisions of the Gaming Regulation on the Fitness of Persons.

hh) Internet gambling licences that the applicant may already hold in a foreign country.

(i) A description and description of the games that the applicant is to organise and conduct under each Licence, including the rules and facilities for the games.

j) A detailed description of the IT Systems for the organisation and operation of the Games and their certification by certification bodies, if such Systems are already installed and are to be used by the Licensee for the operation of the Games under this Licence.

yea) If available, Certificates from Certification Bodies certifying that the applicant applies high standards of control and security of administrative procedures, such as quality management standards (e.g. ISO/IEC 9001), information security management systems standards (e.g. ISO/IEC 27001), etc.

c. Certificates of status of the applicant such as in particular:

aa) A copy of the Criminal Register for persons holding, directly or indirectly, more than 10% of the share capital or shares or voting rights, in accordance with the provisions of the Gaming Regulation on the Eligibility of Persons, identifying the Beneficiary Owner.

bb) A copy of the criminal record for the members of the Board of Directors, the partners and the persons who manage and administer the applicant, in case they are different from the persons referred to in point aa, if they have not obtained a Licence of Competence.

cc) A certificate of the competent authority, if applicable, on the non- dissolution of the company, which must have been issued no more than three (3) months before the date of submission of the application.

dd) A certificate from the competent authority, certifying that the applicant is up to date with his/her tax obligations.

(e) A certificate from the competent authority certifying that the applicant is up to date with his/her social security contribution obligations, where applicable.

f) A certificate issued by the competent authority, certifying that the applicant is not in a state of bankruptcy, liquidation, receivership, bankruptcy composition or any other similar situation, as well as in bankruptcy proceedings.

or a compulsory winding-up or administration order or a bankruptcy composition or other similar procedure.

g) A declaration by the legal representative of the applicant, certified for authenticity of signature, stating that the information submitted with the application is accurate and true.

δ. Proof of paid-up capital of at least two hundred thousand (200,000) euros.

ε. Proof of deposit of a deposit of ten thousand (10.000) euros in an account held by the E.E.E.P.

5.2. The Authority may carry out on-site visits to the applicant's premises in order to verify the adequacy of the organisational structure, the staff and the technological and logistical infrastructure.

5.3. Instructions of the Hellenic Republic may regulate the manner of submission of the application and any other necessary details.

5.4. The Internet Gaming Licence is granted by decision of the N.E.E.P. within two (2) months from the submission of the application, provided that all the required information and supporting documents have been submitted. The issue of each type of licence is subject to the prior payment of the corresponding fee and the prior lodging of the letter of guarantee referred to in point 5.7. The fee for each type of licence is paid into an account of the EEPC, in a single instalment or in four (4) equal annual instalments.

5.5. Before the expiry of the time limit referred to in paragraph 5.4, the competent departments of the EEP shall inform the applicant of any shortcomings or deficiencies in the information and supporting documents submitted. In any case, failure to respond satisfactorily to the above information within the above deadline shall constitute an implicit rejection of the application.

5.6. The Hellenic Republic rejects the application for the granting of the licence in any of the following cases.

the competence of the candidate holder.

β. The suitability of the applicant's shareholders or holders of shares or partners has not been established and the Chief Executive and the Members of the Board of Directors of the applicant have not received a Certificate of Suitability, in accordance with the provisions of the Gaming Regulation on the suitability of persons.

c. The applicant has not provided the required information and supporting documents in accordance with the provisions of this Article.

δ. The applicant has not paid the fee for the Licence in accordance with paragraph 5.4.

5.7. The granting of the License requires the deposit of a letter of guarantee for the performance of the terms of the License in the amount of five hundred thousand (500,000) euros, from a credit institution. The letter of guarantee shall be forfeited if the terms of the Licence are not complied with, if the winnings are not paid immediately to the Players, and in all cases specified in the Regulations and the

the applicable provisions. The letter of guarantee shall be returned to the Licensee one year after the expiry of the Licence and provided that there is no reason for partial or total forfeiture or no application for renewal of the Licence has been submitted.

5.8. At least one year before the expiry of the Licence, the Holder may submit to the Hellenic Petroleum Research Institute an application for renewal of the Licence for an equal period of time, in accordance with the provisions of paragraph 7 of Article 45 of the Law.

Article 6

LAUNCH OF ONLINE GAMING

6.1. In order to commence the operation of the Games under the Licence, the Licensee must:

α. To have registered the domain names of the Gaming Websites and to have communicated to the Hellenic Gaming Authority the description, structure and organisation of the content of these Websites.

β. To have declared to the N.E.E.P. the persons performing Critical Functions and these persons have received a Suitability Licence from the N.E.E.P., in accordance with the provisions of the Gaming Regulation on the Suitability of Persons.

γ. To have registered the same account and the Player Account it holds with Payment Service Providers, as well as the special codes of these accounts in accordance with the provisions of Article 49 of the Law.

δ. The amount referred to in the first subparagraph of paragraph 25.2 is deposited in the Players' Account.

ε. Submit to the Authority any contracts it may have entered into with Manufacturers, Payment Service Providers, content and statistical odds providers and third parties, the subject matter of which is related to the Organisation and Conduct of the Games.

ζ. To have incorporated into its Website the minimum content required in accordance with Article 8. γ. To have notified the N.E.E.P. of the Special Gaming Venues under Article 15, provided that required.

η. To have declared the Partners selected from the Register and with whom it has signed a Cooperation Agreement for the promotion of its services.

θ. Have notified the Accession Convention of Article 18.

ι. To have notified the Internal Regulations of Article 28.

ια. Meet the requirements of the location of the hosting center (Data Center) of the CSF, in accordance with the provisions of paragraphs 32.10 and 32.11 of the Regulation.

Ι. To have complied with any other Directive of the H.E.E.P.

6.2. The fulfilment of the conditions set out in paragraph 6.1 for the commencement of the operation of the Games under the validity of the Licence, shall be confirmed by a decision of the N.E.E.P. following a relevant application by the Licensee, accompanied by a detailed report on the fulfilment of the conditions set and the data on the completion of the implementation of the actions required in each case. If the application is rejected, the licence granted shall be automatically revoked and the security referred to in paragraph 1 shall be returned.

5.7 and the price paid.

6.3. In any case and irrespective of whether the Licensee has commenced the Conduct of the Games pursuant to the decision in paragraph 6.2, the Licensee shall, within twelve (12) months from the day after the date of issue of the Licence:

α. To have completed the installation of the Intermediate Control System, interfaced with the E.E.E.P., in accordance with the requirements of Article 33 and the Technical Specifications.

β. The required Compliance Licences and Certifications have been issued for the compliance of Websites, computer systems and subsystems and other Gaming Facilities and Special Gaming Venues, as well as the Manufacturers of Gaming Facilities and Special Gaming Venues, in accordance with the Regulatory Framework.

6.4. In particular, as regards the ISO/IEC 27001 certificate concerning the security requirements set by the NECP in respect of all systems/subsystems and software used for the conduct of Internet Gaming (ICG) and the Intermediate Control System referred to in Articles 32 and 33, it shall be submitted no later than eighteen

(18) months from the issue of the License. Until the issuance of the above certificate, the Holder shall submit to the N.E.E.P., a Technical Security Report in accordance with the specific provisions of Article 24 of the TEP.

6.5. The E.E.E.P. ascertains the completion of the above actions after informing the Licensee, which is accompanied by a detailed report and the details of the completion of the required actions.

6.6. In the event that the above actions are not completed within the time limit provided for in each case, the Licence that has been granted is revoked and the fee corresponding to the time from the issue of the Licence until its revocation is withheld, and the balance is returned without interest, and the letter of guarantee of paragraph 5.7 is returned if there is no reason for its partial or total forfeiture.

6.7. The EACC may at any time carry out audits to verify that the conditions and actions referred to in this Article have been fulfilled.

Article 7

COMMERCIAL COMMUNICATION

7.1. The Licensee must comply with the provisions of the Gaming Regulations.

7.2. It is not permitted to use the Player's E-Account details in any way for commercial communication purposes, without the Player's consent.

7.3. No commercial communication material may be sent to Excluded Players in accordance with Article 20. This prohibition shall commence upon the expiry of twenty-four (24) hours after the Player has been banned.

7.4. The N.E.E.P. may impose the immediate cessation of any commercial communication activity that is contrary to the applicable provisions and the Gaming Regulation.

7.5. The Licensee may carry out commercial communication on accounts maintained, developed and created by the Licensee or its Partner on social media, provided that the social media provides special filters and applications to block access by persons under the age of 21 and in accordance with the specific provisions of the relevant regulatory provisions on commercial communication and childcare and the relevant Hellenic Republic's Directives.

7.6. In particular, the advertising, promotion and promotion in any way of the Other Internet Games conducted using a random number generator (RNG), as defined in case kb' of article 25 of the Law, is permitted exclusively through the Licensee's Website on which the said Games are conducted.

Article 8

CONTENT OF A GAMBLING WEBSITE

8.1. The Licensee is obliged to make the Website and each page thereof easily and easily accessible to the public:

α. The minimum age at which persons are permitted to participate in Internet Gambling.

β. Information and contact addresses of Greek rehabilitation centres.

γ. Contact details of the Licensee, as well as the necessary information for customer service and the submission of complaints.

δ. The N.E.E.P.P. logo with a hyperlink to a special area managed by the N.E.E.P. and which contains the basic data confirming the type, validity and other individual elements of the licence held by the N.E.E.P.

8.2. The Licensee is obliged to make hyperlinks available on the Website:

α. In the Membership Agreement, indicating that it is concluded by the creation of an Electronic Player Account.

β. The Game Guide which includes the description, procedures and specific rules of play and the system of distribution of winnings per Game or group of Games.

γ. Information on Responsible Gaming and the potential harmful consequences of gambling.

δ. A self-assessment test for gambling addiction, in accordance with the Hellenic Republic's Guidelines.

Article 9

COOPERATION AGREEMENT

9.1. In order for Affiliates to promote the services of the Gaming Operator, they must have signed a Cooperation Agreement with the Licensee.

9.2. The Cooperation Agreement includes at least the duration and scope of the Cooperation, the Points of the Partners, the procedure for amending the Agreement, the grounds for terminating the Agreement, the method of calculation and the method and time of payment of the Partner's fees, the method of dispute resolution, the Partner's express commitment to full, absolute and unconditional acceptance of the provisions of the applicable legislation, the Regulations and the Directives of the European Commission.N.E.P.C. for the Organisation and Conduct of the Games.

9.3. The Licensee shall notify the N.E.E.P. of the Cooperation Agreement upon signing it, without delay and by any appropriate means.

9.4. In case of revocation of the Partner's Eligibility Licence, the Licence Holder is obliged to immediately cease all actions related to the Cooperation Agreement, to terminate the Agreement and to notify the E.E.P.C. of the above actions.

Article 10

OBLIGATIONS OF LICENCE HOLDERS AND PARTNERS

10.1. The Licensee shall clearly reflect in its financial statements and reports the transactions it carries out with the Partner within the framework of the contractual relationship.

10.2. The Licensee shall ensure that the Partner, within the framework of the contractual relationship:

α. Uses for the promotion of the Licensee, exclusively, Partner Points which it owns.

β. Informs, without delay and by any appropriate means, the N.E.E.P., of any change, transfer, modification, discontinuation or addition of Partner Points.

γ. Settle its transactions with the Licensee in an account held as sole beneficiary with a Payment Service Provider, in accordance with the provisions in force.

Article 11

BETTING FACTS

11.1. They may be offered for wagering under the validity of a Type 1 Operating Licence:

α. Sporting events, team or individual, sports meeting or event organized in a sports venue by the Olympic Committee, by international or national confederation / federation / federation / sports association or their members and by any other body organizing competitive sport that has been recognized at national or international level and includes a sports competition held in the context of a championship or event or event, conducted in accordance with the rules of the Olympic Committee or the relevant national or international federation or association, including horse racing and greyhound racing, as well as friendly sporting competitions.

β. Virtual sporting events in which virtual teams (fantasy sports) participate, which are formed by the Player by selecting athletes from one or more real teams, the result of which results from the participation and/or performance of the selected athletes who form the virtual teams in the real sporting events in which the real teams participate.

γ. Virtual events, the result of which is generated using a Random Number Generator.

δ. Other events, non-recorded, virtual or not, the nature of which lends itself to the conduct of Betting.

ε. Other sporting events on which betting is allowed in accordance with case f of Article 3 of Law. 4603/2019 (A' 48).

11.2. For the offer of events of case a' requires prior Notification to the NECP.

11.3. For the offer of events of cases b' and d', the approval of the N.E.E.P. is required upon request of the Licensee. The application shall describe each individual event or sets of events, their periodicity, if any, the rules for their conduct, the means of transmission, the place and time of the event, the manner and time of extraction and notification of the result, the means of ensuring the integrity of the event, the organiser, the agreement between the Licensee and the organiser, if required, and any other information, documents or supporting documents requested by the E.E.C.NECP for the purpose of forming its judgment as to the integrity of the event. The NEC shall decide on the approval of the offer of the event for wagering within thirty (30) days of the submission of the application. If the time limit expires without action, the application shall be deemed to have been implicitly rejected. The above time limit shall cease to apply if the NECP requests additional information. In this case, the thirty (30) day period shall start to run from the date of submission of the additional information.

11.4. In particular for the non-fictitious events of the (d) events of national, European or global scope falling within the field of politics, the

art, entertainment and social life, the Licensee does not submit an application for approval, but notifies the NECP of the above information.

11.5. It is not allowed to offer to bet on events:

α. Age-appropriate championships/organizations of minors of any sport/event.

β. Local championships/organizations. γ. School championships/organizations.

δ. The outcome of which is dependent on the outcome of the conduct of other games of chance.

ε. Whose offer for betting has been prohibited by a decision of the Professional Sports Commission or other competent authority.

φ. Whose offer for betting has been prohibited by a decision of the N.E.E.P.

11.6. The operation of betting exchanges is prohibited.

11.7. It is not permitted to organise and conduct games of chance that violate rights of exclusivity already granted by the Greek State.

11.8. Licensees are not permitted to provide, conduct or in any way mediate the following Bets:

α. Bets that degrade people on the grounds of gender, sexual orientation, national origin, religious beliefs, age or disability and generally offend human dignity and morality.

β. Bets relating to the killing or injuring of people or animals.

γ. Bets on events which have already been completed at the time the bet is placed.

11.9. The maximum amount of winnings per Bet may not exceed five hundred thousand (500,000) Euros. The Licensee may set a maximum monetary amount of winnings per event, sport and/or event up to the amount of five hundred thousand (500,000) Euros. In the case of Participation in multiple selection events for which different limits apply at the sport or event level, the above limit shall be equal to the sum of the maximum individual limits set by the Licensee at the sport and/or event level. The Licensee may increase the above limits at the request of the Player and upon written agreement.

Article 12

OTHER ONLINE GAMES

12.1. The Games that may be played under a Type 2 License are the following:

α. Casino games, poker and/or variations thereof, conducted live, in a studio, with a live dealer and the result of which is not derived from a Random Number Generator.

β. Casino games, poker and/or variations thereof, the result of which is derived from a Random Number Generator (RNG). The maximum amount of the Participation in other online games when conducted using a Random Number Generator (RNG) is two (2) Euros.

c. Poker and/or variations thereof conducted on a peer-to-peer basis, either independently (poker cash games) or in the form of tournaments (poker tournaments).

12.2. The conduct of games of the cases a' and c' of this article shall not be permitted at tables and events through which gambling services are provided by holders of a licence from non-cooperative states in the tax field within the meaning of par. 3 of Article 65 of Act No. 4172/2013 (A' 167) as well as from countries listed in paragraph 3 of Annex II of Law No. 4557/2018 (A' 139).

12.3. The maximum amount of winnings in the Games referred to in case a) of paragraph 12.1 shall be determined by the Licensee per Game or group of Games and shall be a multiple of the minimum price for participation in the Game.

12.4. The maximum monetary amount of winnings in the Games referred to in paragraph 12.1 (b) shall not exceed seventy thousand (70,000) euros per Game Cycle, including the value of all additional rewards of the Game that may be provided, excluding any Jackpot award, in accordance with the provisions of the Regulations.

12.5. The maximum amount of winnings in the Games referred to in paragraph 12.1 (c) shall be determined by the Licensee per Game or group of Games or event and in accordance with the terms and conditions of participation.

Article 13 JACKPOT OPERATION

13.1. The Jackpot Feature is permitted to be conducted under a Type 2 License.

13.2. The Jackpot Feature may only be conducted within the Greek territory and exclusively on Games of the same Manufacturer.

13.3. No joint Conduct of a Jackpot Operation by two or more Licensees is permitted.

13.4. Prior to any installation or transfer or modification or removal of a Jackpot Function, the CSP shall provide a report of the configuration arrangements for that Function for each specific period requested, in accordance with the Technical Specifications.

13.5. For each award of a Jackpot Operation amount, the CSF must provide a performance report of the amounts of that Operation for each specific period requested, in accordance with the Technical Specifications.

13.6. The Licensee shall ensure that the maximum reward that may be awarded from a Jackpot Operation shall not exceed the amount of five hundred thousand (500,000) Euros. Any amount in excess of the above limit accumulated on the basis of the Players' Participation shall be transferred to another Jackpot Operation as a sub-charge.

13.7. In the event of any reduction of the amount accumulated based on Player Participation or the termination of a Jackpot Feature, the amount of the reduction or the amount accumulated based on Player Participation at the time of termination shall be transferred to another Jackpot Feature within three (3) months from the date of reduction or termination.

13.8. The restrictions of this article do not apply to prizes in Poker Games and/or variations thereof conducted in the form of poker tournaments.

Article 14 CERTIFICATION of TMKY

14.1. Technical means and materials for the conduct of the Games are certified by the N.E.E.P. in accordance with the Regulations and the Technical Specifications.

14.2. For the Certification of Technical Instrument and Material, the application of the Manufacturer or the Licence Holder, as the case may be, is submitted to the N.E.E.P.

14.3. In particular, for the Certification of the Systems of Articles 32 and 33, the following shall apply:

a. The Manufacturer shall submit an application, accompanied by the necessary certificates of conformity, in accordance with the provisions of the Regulation and the Technical Specifications, for the following components of the CSF of Article 32:

aa. Gaming Platform (Gaming Platform, Betting Platform).

bb. Random Number Generator (RNG) per type/group of Games available to each Holder.

cc. A Game Certificate, either independently for each individual Game or for a multigame.

β. The Licensee shall submit an application, accompanied by the necessary certificates of compliance, in accordance with the provisions of the Regulation and the Technical Specifications, for the following functions:

aa. Betting Claims Management (Betting). bb. Management of Player Accounts (Player Services System).

c. Responsible Gambling.

dd. Compatibility of the Games software it intends to provide, with its systems and with the gaming platform (Integration Certificate).

εε. The proper functioning of the Intermediate Control System referred to in Article 33.

c. Information Systems Security requirements, in accordance with the Regulation and the Technical Specifications that are not certified according to ISO/IEC 27001, should be derived from the above, cases a' and b', certificates of conformity.

δ. The E.E.E.P. may request the submission or supplementation of the certificates of conformity already submitted, if it does not appear that their operations are carried out in accordance with the Regulation and the Technical Specifications.

14.4. A new version of a Game is considered a new Game and the necessary certificates (Game Certificate, Integration Certificate) are submitted for its certification.

14.5. Wheels and shufflers used in physical form for the conduct of Other Internet Games in Special Areas shall bear a certification of conformity in accordance with the provisions of the Regulation and the Technical Specifications submitted by the Manufacturer.

14.6. Instructions issued by the NRC may specify other TSIs for which a certificate of compliance is required to be submitted, the cases of certificates of compliance already submitted that need to be resubmitted in case of changes, the status that the person submitting the application must hold, as well as other relevant details.

14.7. The application shall serve as an affidavit pursuant to paragraph 4 of article 8 of Law No. 1599/1986 (A' 75), that all the information contained therein and those accompanying it are true and accurate.

14.8. The application must be accompanied by an envelope containing the following documents and information:

a. The type, type, trade name and version number of the technical instrument and material, if any, the instructions for use and the repair and maintenance manual, if required.

β. Certificates of conformity of the TMC to the Technical Specifications and the Regulation issued by a Certification Body.

c. A statement by the applicant that the technical means and material under consideration has not lost its certification granted to it in a foreign country by a competent authority.

δ. Proof of payment of the prescribed deposit.

14.9. In order to obtain a Certification as a CRM and to be registered in the CRM Register, the following fees are paid:

a. A fee of fifty (50) euros upon submission of the application.

β. A one-time fee of one hundred per cent for the certification of the MTF (EUR 100).

14.10. If any of the above information changes, a notification is submitted to the NECP.

14.11. The Licensee is required to keep electronic records of the IML. The way and form in which these registers are to be kept shall be laid down in instructions issued by the EBA.

Article 15 SPECIAL AREAS

15.1. The Special Site is established in a Member State of the EU or the UN and is operated by a Manufacturer in whose name a licence has been issued for this purpose by a competent regulatory authority of a Member State of the EU or the UN and with whom the Licensee has concluded a relevant contract.

15.2. The Special Area is secure and protected from natural or man-made disasters.

15.3. Classified access procedures and adequate access control systems shall be in place for access to the Special Area or parts thereof.

15.4. Policies and procedures shall be in place to record and track equipment installed in and removed from the Special Area.

15.5. The Special Area is monitored by a closed circuit television (CCTV) on a 24-hour basis. Recording data shall be maintained for a period of at least ninety (90) days. In the event of a dispute in accordance with the provisions of Article 26, the above data shall be kept until the dispute is finally settled. Stored data shall be made available to the NRC, on request, within two (2) days at the latest.

15.6. The Special Area has a certification of compliance with the Technical Specifications and the Regulation, issued by a Certification Body.

15.7. The Technical Means and Materials installed and operating in the Special Area have been certified by the E.E.E.P. in accordance with the provisions of the Regulation.

15.8. The Special Areas are notified to the NPE by the Licensee. The notification shall include:

a. The exact location of the Special Area.

β. Full details of the Developer, under whose licence the Special Area is operating and a copy of the licence.

c. A cooperation agreement with the above-mentioned Contractor.

δ. Certification of the Special Area's compliance with the Technical Specifications and the Regulation issued by a Certification Body.

ε. A list of the Technical Equipment and Materials installed in the Special Area or, although not located in the Special Area, used as part of the equipment for the conduct of the Games in the Special Area.

f. The policies and procedures for the management and safety of the Special Area, equipment and personnel implemented by the Manufacturer.

15.9. In the event that the operation of a Special Premises is permanently prohibited by a competent authority or the validity of the Manufacturer's licence expires, the Licensee shall immediately cease to conduct Games in the Special Premises, without any other procedure or wording, from the date of the prohibition of the operation of the Premises. Any temporary prohibition of the operation of the Special Premises or the termination of the validity of the Manufacturer's licence in any way shall be notified by the Licensee to the NECP, without delay and in every possible way. In the event of a temporary ban on the operation of the Premises or temporary termination of the validity of the Manufacturer's licence, the operation of the Games in the Special Premises shall cease for the duration of the ban.

15.10. In the event of a change in any of the above details, as well as in the event of the release of new Games to the public, the Licensee shall submit a Notification to the Hellenic Gaming Authority. The Notification shall be accompanied by documentation of any changes that have occurred.

15.11. The Licensee is required to keep electronic records of the Special Premises and the MTFs used for the Conduct of Games at such Premises. The registers include, by type of TMKY, data on the installation and operation of TMKY (indicatively location, start-up, shutdown, breakdown, removal, maintenance, storage), data on Special Premises and the facilities and general infrastructure for the conduct of the Games, a register of personnel, as well as any other information, data and records specified by the NECP. The above registers, records, data and information shall be kept in the manner and form specified by the NECP.

Article 16

PARTICIPATION IN THE GAMES

16.1. Participation in the Games is the result of free and independent personal choice and is unstimulated gambling. The Licensee shall provide Players with information on the rules of the Games, the chances of winning in each of the Games, as well as information on where to go for help in case of addiction. Such information shall be made available by the Licensee on the Licensee's Website and by any other appropriate means.

16.2. The Licensee shall provide information to the Player regarding:

α. Participating in the Games in such a way that he/she makes decisions with full knowledge of the rules of the Games he/she chooses to participate in.

β. The risks he/she may run from excessive exposure to Gambling, such as loss of money and addiction. In this context, during the operation of games of chance where the outcome is derived from a random number generator (RNG), Responsible Gambling messages must be displayed on the main screen in such a way and for such a long time that they are perceived as interfering with the operation of the Game and are adequately anticipated by the Player.

γ. The existing structures that provide help and support to addicted Players and their families.

16.3. It is prohibited for anyone to participate in the Games through surrogates.

16.4. A new game cycle cannot be started before three (3) seconds have elapsed since the start of the previous cycle. The restriction in this paragraph shall not apply to Poker Games and/or variations thereof conducted on a simultaneous basis.

(peer to peer), either on their own (poker cash games) or in the form of events (poker tournaments).

Article 17

PLAY GUIDE

17.1. The Licensee shall post on its Website, in the Greek language, a Game Guide, which contains, per Game or group of Games, at least, the description of the Game or Games, the order of the hits (paytable), the minimum and maximum amount of participation, the types of bets offered, the way of determining the result, any multipliers, etc.

17.2. Additional information may be added to the above minimum content by a directive of the NECP.

Article 18

ACCESSION TREATY

18.1. The Player's participation in the Games requires the conclusion of a Membership Agreement.

18.2. The Licensee shall ensure that the terms of the Accession Agreement are clear and comprehensible to the Player and comply with the Regulatory Framework and the applicable legislation.

18.3. The Membership Agreement is concluded once with the acceptance of the Player and in any case with the creation of the Player's E-Account. The Agreement and any amendments thereto are accepted by the Player electronically via the Website.

18.4. The Accession Agreement is permanently available on the Licensee's Website.

18.5. The conclusion of the Accession Agreement implies the Player's full and unconditional acceptance of its terms.

18.6. The Accession Agreement includes, at a minimum:

α. The name, registered office and contact details of the Licensee.

β. The terms and conditions of participation in the Games.

γ. The manner in which profits are to be distributed.

δ. The maximum monetary amount of Betting winnings per event, sport and/or organisation, as well as the procedure and conditions for increasing this amount in accordance with paragraph 11.10.

ε. The maximum amount of money won per Game or group of Games.

ς. The method of taxation of profits.

ζ. The applicable deadline and procedure for the submission of complaints or requests by Players.

η. Any limits applied by the Licensee to the acceptance of Shares.

θ. The general and specific terms and conditions concerning the status and operation of the Player's Electronic Account and the suspension or termination, unilaterally or not, of the contractual relationship.

ι. The reasons for the termination of the Contract by the Holder.

ia. The terms and conditions of exclusion as well as information on the application of the Principles of Responsible Gambling.

l. The method of dispute resolution/arbitration. m. The toll-free telephone line for the resolution of disputes.

soliciting customers and making complaints.

n. The websites of support services, as well as the toll-free telephone number for the provision of these services.

oath. The information that the Regulations are posted on the Licensee's and the E.E.E.P.P.

Hist. The information that the Licensee is supervised and controlled by the N.E.E.P.P.

g. The obligations of the Licensee in accordance with the provisions of the General Data Protection Regulation and the contact details of the data protection officer.

18.7. With the Accession Agreement, the Player gives its express consent to its registration in the Registry of Excluded Persons, as provided for in Article 20, and declares its full knowledge and unconditional acceptance of the consequences of its registration in the Registry.

18.8. The Accession Agreement, as well as any amendment thereto, shall be approved by the N.E.P.A. In the event that the N.E.P.A. makes comments on the content of the Agreement, the Licensee shall not post the Agreement on its Website. In any event, the Licensee shall notify the Authority of the date of such posting.

18.9. Specific issues and all necessary details for the application of the provisions of this article are regulated by a Directive of the Hellenic Statistical Authority.

Article 19

ONLINE PLAYER ACCOUNT

19.1. In order to create a Player's E-Account, the Licensee is required to authenticate and verify the Player's identity. The information obtained, the means by which this information is verified, as well as the time and procedure for verification are set out in the Anti-Money Laundering Regulation.

19.2. Each Player has a unique Electronic Account per Licensee and participates in the Licensee's Games exclusively with that Account.

19.3. The Licensee shall provide the Player with access to information regarding the balance of the Player's Electronic Account, the history of the Playing Activity, including Participations, winnings and losses, deposits and withdrawals and other related transactions. The information must be available to the Player on his/her Electronic Account.

19.4. The Licensee shall, at the Player's request, provide a statement of the Electronic Account to the Player.

of all transactions carried out in the last twelve (12) months. If the Player submits a request for a status report of his Account to his registered e-mail or postal address, it will be sent within one month at the latest.

19.5. For the creation of an Electronic Player Account, the conclusion of the Membership Agreement is required. The Licensee shall create a unique Player E-account for each Player. Access to the Player's E-account requires the use of a unique user name per Player and a secure password.

19.6. The funds paid by the Player are credited by the Licensee to the Player's Electronic Account immediately upon receipt.

19.7. The Licensee shall install and operate special systems for the verification of the Player's details, identification of the means and devices used for participation, as well as any other appropriate means to ensure that the Player does not create and maintain more than one E-account and does not participate in the Games through surrogates.

19.8. The Licensee shall retain the data referred to in this Article in secure media, which shall allow their accurate reproduction by the N.E.E.P. for a period of at least ten (10) years.

Article 20 EXCLUSION OF PLAYERS

20.1. The Licensee is obliged to provide the Player with the possibility to make, through the Website, the temporary or indefinite exclusion from participation in the Games. It shall ensure that the Player does not participate in the Games after the suspension of the Player.

20.2. The indefinite ban is defined by the Player. In the event that the Player requests an indefinite ban, the Licensee shall immediately deactivate the Player's Electronic Account and terminate the contractual relationship. The Player's E-account may be reactivated at the request of the Player, after at least one (1) year has elapsed since the exclusion and after the Accession Agreement has been concluded and the procedures set out in Article 19 have been completed.

20.3. The temporary ban is set by the Player, and is valid for a period of at least one (1) month. The Licensee shall immediately place the Player's Electronic Account in a "Blocked" status in accordance with Article 23 and maintain it in this status for the period of the temporary ban.

20.4. The Licensee shall provide the Player with the opportunity to temporarily refrain from participating in the Games for twenty-four (24) hours. If the Player chooses to temporarily abstain, the Licensee shall have the right to temporarily abstain from playing the Games.

must immediately set the Player's E-account to "Blocked" status and maintain it in this status for the period of temporary suspension.

20.5. The Licence Holder shall inform the Player disqualified in accordance with paragraphs 20.2 and 20.3 and in the case of five (5) temporary absences, regarding the possibility of receiving counselling and support from a Greek rehabilitation centre.

20.6. The Licensee shall notify to the N.E.E.P. and in accordance with the Authority's instructions, through the Safe Storage Order, information concerning persons excluded in accordance with paragraphs 20.2 and 20.3.

20.7. Persons excluded in accordance with paragraphs 20.2 and 20.3 shall be entered in the Register of Excluded Persons kept by the E.E.P.A.

20.8. Before creating any Electronic Account, the Licensee is required to refer to the Excluded Persons Register in order to verify that the person wishing to create an Electronic Account is not registered in it. If the person is registered in the Register, the creation of an E-account shall be rejected.

20.9. The Register is accessible to all Licensees, in accordance with the Instructions issued by the N.E.E.P.P.

20.10. The registration of a Player on the Excluded Register will exclude him from participating in the Games for all Holders. Each Licensee shall ensure that a Player registered on the Register may not participate for as long as the Player is registered on the Register.

20.11. The E.E.E.P. ensures that the Holders are informed immediately and in a timely manner about the information on the closure of the Registry and that they have timely and easy access to it.

20.12. The Licensee will not accept a deposit to a Player's Electronic Account before cross-checking the details of the person to whom this Account corresponds with the details held in the Register of Excluded Persons maintained by the E.E.E.P.

Article 21

CLOSING A PLAYER'S ONLINE ACCOUNT

21.1. The Licensee closes the Player's E-Account and terminates the contractual relationship:

a. Immediately upon submission of the Player's request to close his Account.

β. After thirty (30) days from the expiry of the deadline for the completion of the identification process of the Player's data, if the data provided by the Player has not been confirmed, in accordance with the provisions of the Money Laundering Prevention Regulation.

c. immediately upon the Player's request for a permanent ban from the Games.

δ. If it finds or has reasonable, justified and strong indications that some or all of the information provided by the Player for the opening of his/her E-Account is untrue or inaccurate.

ε. For any other reason specifically provided for in the terms of the Accession Convention.

21.2. If there is a credit balance in a Player's Electronic Account closed in accordance with the provisions of paragraph 21.1, the Licensee shall pay the balance to the account registered as soon as possible and, in any case, within three (3) working days after the closure of the Electronic Account, subject to the provisions of the Anti-Money Laundering Regulation.

21.3. In any case where the provisions of the Anti-Money Laundering Regulation are not complied with when closing the Player's Electronic Account, the Licensee shall take all necessary measures provided for in the Anti-Money Laundering Regulation and the applicable provisions.

21.4. Re-activation of a Player's E-account is not permitted before twelve (12) months have elapsed since the closure of the E-account. This prohibition shall exclude case b) of paragraph 1, provided that case d) of the same paragraph does not apply.

Article 22

INACTIVE ELECTRONIC ACCOUNTS

22.1. The Licensee shall set the Player's Electronic Account to the "Inactive" status in the event of continuous absence of Participation for a period of twelve (12) months.

22.2. While the Account is in "Inactive" status, no transactions are allowed between the Licensee and the Player.

22.3. The Licensee may provide in the Accession Agreement for maintenance fees on Accounts that are in "Inactive" status, provided there is a positive balance.

22.4. The Licensee, at least thirty (30) days prior to placing the Electronic Account in the "Inactive" status, shall inform the Player that his/her Account is to be placed in this status, the reason why this is to occur, the maintenance fees, if any, that are to be imposed, the consequences and the way in which the Account may be avoided, the possibility of withdrawing any balance on the Account and of requesting the closure of the Account and the termination of the contractual relationship, as provided for in the Accession Agreement.

22.5. After a period of twelve (12) months has elapsed from the placement of the Account in the "Inactive", in which case either the "Inactive" option was not

Player's E-Account was either activated but no Entries were made, the Licensee shall close the Player's E-Account and apply the relevant provisions of Article 21.

Article 23

ELECTRONIC ACCOUNT BLOCKING

23.1. The Licensee places a Player's Electronic Account in a "Blocked" state:

a. In case of temporary exclusion or temporary abstention from the Games, in accordance with the provisions of article 20.

β. At the request of the public prosecutor.

c. In its reasoned judgment, if the evidence in its possession indicates that the terms of the Accession Convention, which provide for a "blocked" situation, have been violated.

δ. At the reasoned discretion and upon request of the E.E.E.P., if the information available to the Authority indicates the need to "Block" the Account for reasons of ensuring the integrity of the conduct of the Games and the maintenance of public order.

23.2. In any case where a Player's Electronic Account is placed in a "Blocked" status, the Licensee shall immediately inform the person holding it of the consequences of the "Blocking".

23.3. As long as the Account is in a "frozen" status, the Player is not allowed to participate in the Games and deposit funds into his/her Electronic Account. Specific issues relating to the management of any pending Participations, the return of winnings and requests for withdrawals from Electronic Accounts that are in a "Blocked" status shall be regulated by the Membership Agreement, subject to the applicable provisions and the Anti-Money Laundering Regulations.

23.4. Charges may not be imposed on Electronic Accounts that have been placed in a state of "Barrier."

23.5. The "freeze" is lifted when the reasons for imposing it have ceased to exist.

23.6. If the "Block" has not been lifted within twenty-four (24) months from the date it was applied, the Licensee shall close the Electronic Account, terminate the contractual relationship and apply the relevant provisions of Article 21.

Article 24

LIMITS OF PLAY ACTIVITY

24.1. The Licensee ensures that the Player, at the start of the first Playing Session after the creation of the Electronic Account, sets the following mandatory limits for a certain period of time:

a. a monetary limit, in terms of the maximum deposit limit,

b. a monetary limit, in terms of the maximum loss limit; and

c. a time limit, in terms of the maximum time limit in the Other Online Games and in the

Betting on virtual events the outcome of which is extracted using a Random Number Generator.

24.2. The limits are set at the level of a day, from 00:00:00 to 23:59:59 of the same calendar day, or a week, from Sunday to Saturday, or a month, from the first to the last day of the month.

24.3. Participation time is the time of active participation in the Other Online Games, including virtual events, the result of which is extracted using a Random Number Generator.

24.4. Especially in the case of the loss limit, the Participations whose fluctuation is likely to result in the limit being exceeded are also counted.

24.5. The Licensee, by means of a message displayed on the Website, notifies the Player, where applicable, of the following:

a. As soon as he/she exceeds 80% of either the monetary limits he/she has set, or the maximum time limit, or the twenty-fourths of the time limit.

(24) hours maximum duration of the Children's Session.

b. Once 100% of the applicable financial limit has been met, that he/she will no longer be allowed to attend the session.

takes action in breach of that limit.

c. once 100% of the applicable time limit has been reached, that his/her participation in the Game will be compulsorily terminated. The termination takes place as follows:

aa) In the case of Other Internet Games the result of which is derived by means of a random number generator (RNG), Virtual Events Bets the result of which is derived by means of a random number generator, Casino Games, Poker Games and/or variations thereof conducted either live or in a live broadcast, or in a studio or peer to peer, excluding poker tournaments, the interruption shall take place no later than two (2) minutes from the moment the limit set by the Player is exceeded or from the expiry of the twenty-four (24) hour maximum duration of the Playing Session, whichever is earlier. Once the time limit has been reached, the Player will be notified by a new message from the Licensee that within two (2) minutes his/her Participation will be terminated. b) In the case of Poker Games and/or variations thereof, which are conducted peer to peer in the form of poker tournaments for which the Player has paid a Participation, the termination shall take place upon completion of the poker tournament for which the Participation has been paid. In the event that the Player has paid Stakes in more than one event that has started, the interruption will take place at the completion of the event that ends last. Where the Player has paid Entries in

events where the participants have not yet been finalized in order for the event to start (registration open), the Player's Entries are cancelled and the amount paid is refunded without the rake fee.

d. in case of termination of Participation due to the completion of the maximum time limit, that he/she is not allowed to participate in the Games for the remaining period of time until the expiry of the time limit.

ε. In the event that he/she exceeds the maximum loss limit with the forthcoming Participation, he/she is allowed to continue his/her Participation provided that, with the placement he/she makes, he/she will not exceed the maximum loss limit set.

24.6. The message must be displayed for long enough to be perceived as interfering with the conduct of the Game and must be sufficiently perceived by the Player. The duration of the message may not be less than fifteen (15) seconds.

24.7. The Player may modify the limits set in accordance with paragraph 24.1 after the time period for which they were set has expired. Exceptionally, modification of existing limits to the strictest shall apply immediately.

Article 25 MONEY TRANSFERS

25.1. The Licensee maintains a single account and a separate Player Account with a Payment Service Provider.

25.2. In order to commence gaming pursuant to Article 6, the Licensee shall maintain a Player Account in an amount equal to one half (1/2) of the amount of the letter of guarantee for each type of Licence. The persons referred to in paragraph 1 of Article 203 of Law No. 4635/2019 (A' 167) in order to receive a License, pursuant to paragraph 2 of the aforementioned article and the provisions of article 45 of the Act, shall submit an itemized statement showing the total amount to which the Players' Electronic Accounts are credited and a copy of the Players' bank account showing the balance of such account. The amounts deposited in the Players' account must be at least equal to the total amount credited to the Players' Electronic Accounts. Where the amount deposited in the Players' Account shows a deficit in relation to the total amount to which the Players' Electronic Accounts are credited, the Licensee shall make up the deficit within three (3) days.

25.3. The deposit of amounts for the Participation and the withdrawal of the Player's credit balance are made by one or more of the following means of payment:

- α. Transfer
- β. Transfer of credit

- c. Debit card
- d. Credit card
- ε. Prepaid card
- f. Electronic wallet (e-wallet).

25.4. The deposit of amounts for the Participation as well as the withdrawal of the Player's credit balance are carried out between the Player and the Licence Holder, without the mediation of a third party, except for the cases mentioned in par. 1 of this article and in accordance with the provisions of the Anti-Money Laundering Regulation. If the use of payment instruments belonging to third parties is subsequently confirmed, their use shall be prohibited, the capital deposited shall revert to the beneficiary of the payment instrument and any profits shall not be refunded.

Article 26 CONTRACTS

26.1. The Licensee shall implement an effective and adequate system for processing complaints from Players, which it shall notify to the Authority and shall keep a record of such complaints, accessible by the N.E.P.A. at the time and in the manner specified by the Authority.

26.2. The Holder has a complaint form available on the Website. The content of the complaint form is determined by a Directive of the E.E.E.P. and includes at least:

- a. Full name and maiden name.
- b. Date of birth.
- c. Valid Identity Card or Passport number.
- d. Full permanent address.
- ε. Address and how to send the reply.
- f. Description of the incident.

26.3. The complaint must be accompanied by a copy of the identity card or passport or an equivalent document that identifies the complainant.

26.4. A Player's complaint shall be filed no later than forty-eight (48) hours from the day after the date of the incident.

26.5. The Licence Holder shall examine the information contained in the complaint and in any case shall inform the complainant of the allegations contained in the complaint within ten (10) days of its submission.

26.6. If the Licensee's reply does not satisfy the complainant, the complainant may request, within ten (10) days of the day following the notification of the Licensee's reply, an examination of the complaint by the NEEP.

Article 27 SETTLEMENT - DISPUTE RESOLUTION

27.1. In the event of any dispute, disagreement or controversy arising out of or in connection with the Convention, the Parties shall

The Licensee and the Player shall make every effort to settle the dispute amicably, in accordance with the provisions of the applicable laws and regulations, after having brought the facts and data relating to the dispute to the attention of the NUEP, and after having notified the NUEP of their intention to settle the dispute amicably.

27.2. In the event that the dispute is not settled amicably in accordance with paragraph 27.1, the parties to the Accession Agreement shall apply to one of the Alternative Dispute Resolution Bodies (ADR) registered in the relevant Registry maintained under the provisions of Joint Ministerial Decision No.70330 οικ./2015 (B' 1421), as in force, after bringing to the attention of the E.E.P. the data and information relating to the dispute, notifying their intention to settle it.

27.3. The Authority may prohibit the parties from using the procedures in paragraphs 27.1 and 27.2 to settle the dispute if the facts of the case show that the result sought by the settlement is contrary to the applicable provisions and the terms of the Accession Convention.

27.4. A settlement reached between the parties does not invalidate their right to bring proceedings before the competent courts to protect their rights.

27.5. Any settlement reached between the parties shall not invalidate the right of the NEEP to carry out the checks required by law and to impose the administrative penalties provided for in the relevant provisions.

27.6. All disputes arising out of or relating to the Accession Convention shall be subject to the exclusive jurisdiction of the courts of Athens.

Article 28

INTERNAL RULES OF OPERATION

28.1. The Licensee has internal operating rules to ensure compliance with the law, the revenues of the State, the smooth operation of the Games, the uninterrupted operation of the Gaming Facilities and any type of gaming equipment, the continuous and regular execution of their activities and in particular to ensure:

α. To minimise the risk of harm to the interests of the Players from any conflict of interest with those of the Licensee, its employees, its affiliates or other persons involved in the organisation of the Games.

β. Transparency in the operation and integrity of the organisation and conduct of the Games.

γ. The monitoring of Gaming Activity and the operation of Games in order to prevent the development of fraudulent methods and, in general, to prevent fraud, suppress crime and prevent money laundering, protect persons under the age of 18, and

twenty-one (21) years of age and consumers, to ensure the integrity of the Games and, in general, the regular, uninterrupted, controlled and safe conduct of the Games.

δ. The control and security of data processing.

ε. The unhindered and easy control, by the N.E.E.P., of the Licensee's activity and the discrimination of any influences by persons performing Critical Functions and/or the Licensee's personnel that could be detrimental to the prudent and sound management of the Licensee.

φ. The prevention, prevention and resolution of conflicts of interest between the above mentioned parties and the Players.

ζ. The implementation of appropriate policies and procedures to adequately ensure that the Licensee, including its officers, employees and personnel in general, comply with the obligations imposed on them by the applicable provisions, as well as rules for the conduct of transactions.

28.2. The rules of procedure shall include:

α. A fully developed organisational chart at all levels of the hierarchy and a distinction between primary and secondary tasks. The organisation chart shall clearly indicate the area of responsibility by sector, division and post.

β. Description of tasks and development of procedures for all activities per organisational unit.

γ. Authorisation procedures for the granting of specific authorisations to executives, as well as the handling of issues of representation of the Licensee vis-à-vis the Authority.

δ. Procedures for auditing and financial monitoring of inputs and outputs.

ε. Procedures for tax information, tax and contractual obligations, tax and royalty payments.

φ. Procedures for managing equipment for operation and efficiency. In particular, they must have sound and effective administrative and accounting procedures, internal control mechanisms, effective risk assessment procedures and appropriate control and security mechanisms for the electronic data processing and gaming operation systems.

ζ. Procedures for setting strategic objectives and planning fully developed action by sector and activity.

28.3. The Licensee operates an internal audit unit (Internal Audit), responsible for assessing the effectiveness and efficiency of individual systems, procedures and functions, such as, in particular, operational control, compliance control and financial control.

28.4. The internal rules of procedure, as well as any amendment thereto, shall be notified by the

A Directive of the NECP may regulate specific issues for the application of the provisions of this Article.

Article 29
STAFF TRAINING

29.1. The Licensee shall inform the personnel involved in the conduct of the Games of Chance about the applicable provisions and the Regulation and shall ensure participation in specialised training programmes in the relevant field.

29.2. The Licensee shall appoint a training officer, who is responsible for keeping a complete and up-to-date record of the training programmes (indicative number and details of trainees, time, place and duration of training, training bodies, training structures, data on the evaluation of the programmes, etc.).

Article 30
PROTECTION OF PLAYERS' IDENTITY

The Licensee shall ensure that he/she, as well as those who have an employment, work or commission relationship with him/her, shall not disclose the identity of any person whom he/she knows to be a Participant in the Games or to have made any profit or lost any amount of money as a result of such participation, without the prior written consent of such person. Such consent shall not be required where such information is provided to the NECP or where otherwise required by applicable law.

Article 31
PERSONAL DATA

Licensees are subject to the provisions of the General Regulation for the Protection of Personal Data, Law no. 4624/2019 (A' 137) and the law. 2472/1997 (A' 50) and must take appropriate preventive measures to prevent the identification of Players by technical or other means that can reasonably be used by third parties. In the event of a breach of the confidentiality of the data and/or of the confidentiality obligation, the administrative sanctions provided for in Article 51 of the Act shall be imposed.

Article 32
CENTRAL COMPUTER SYSTEM

32.1. The Licensee has a Central Information System (CIS), through which the Conduct of Games is carried out at a central level. The CMS ensures the smooth, solvent and reliable operation of all Games.

32.2. The Conduct of the Games is carried out exclusively through computer systems and subsystems connected to the PSP.

32.3. The connection to the PSCE shall be made through the Intermediate Control System referred to in Article 33. The monitoring and control time shall be specified in the Technical Specifications.

32.4. The interface between the CSF and the Intermediate Control System is carried out in accordance with the Technical Specifications.

32.5. The CSF consists of individual (sub)systems, such as in particular the (sub)systems Player Services System, Gaming Platform, Betting Platform, including the software of the Random Number Generators (RNG) and the software of the Games, where applicable, Betting Management, Responsible Gambling Management. Other peripheral systems used for the Conduct, such as Payment Systems, Content Management Systems (CMS), Backup and Recovery Systems, etc., are required to operate in a manner that ensures that the CSF complies with the Regulation and the Technical Specifications.

32.6. The CSF performs the functions described in detail in the Technical Specifications.

32.7. The CSF has logical and physical security so that it is fully secured:

- a. The control of access to its software programs, its stored data, its files and data and all its functionalities.
- β. The high availability of its operation.
- c. The integrity, reliability, accuracy and fidelity of the stored data and information.

32.8. The CSF must manage data, data and information in accordance with the Technical Specifications, including in particular the following:

- a. Playing Session, detailed and aggregated, as well as any winnings resulting from it.
- b. Deposits, withdrawals, the relevant rights of the Greek Government on the Holder's winnings, the winnings attributed on a daily, weekly, monthly and annual basis and the taxes on the Players' winnings, aggregated and detailed, by event and Children's Session.
- c. Connections and disconnections of each piece of equipment.
- δ. Attempted accesses (authorised and unauthorised), as well as the details of those who had access to each of the parts of the equipment.
- ε. Failures and preventive and corrective maintenance work on each of the parts of the equipment.
- f. Work done on the software of each instrument.

parts of the equipment.

32.9. All of the above information is kept in the CSF for a period of at least ten (10) years, in a processable format.

32.10. The CSF must be hosted in an infrastructure (Data centre) within the EU or the EEA, which has strong operational characteristics in terms of service availability, security and tolerance against catastrophic actions/events and business continuity. The operational characteristics of the hosting infrastructure are described in the Technical Specifications.

32.11. The CSF must be certified in accordance with the provisions of the Regulation and the Technical Specifications.

32.12. The physical location of the CSF's backup and data recovery is located in an infrastructure within the EU or the EEA and at least twenty (20) kilometres from the physical location of the CSF's headquarters.

32.13. The CSF has certificates of compliance with the Technical Specifications and the Regulation, issued by a Certification Body. If the certificates of conformity have been issued in accordance with technical specifications of other countries or the certification body issuing the certificate of conformity is accredited in the field of technical specifications of other countries, then the CSF shall be treated in accordance with the provisions of paragraph 2.5.

32.14. Planned or unplanned upgrades to both the equipment and software of the CSF are notified to the E.E.E.P. and are accompanied by a timetable, as well as a detailed report with the parts of the CSF that are being upgraded and the expected benefits or functions resulting from the upgrade, in accordance with the Technical Specifications.

32.15. The Licensee has the exclusive responsibility and obligation to provide remote and/or on-site access by the E.E.P.A. to the CSF and its individual (sub)systems, as well as to the data and information stored therein, in the manner and at the time specified by the Authority.

32.16. The Technical Specifications for the installation, management and operation of the CSF are described in detail in the Technical Specifications.

32.17. The Licence Holder undertakes all efforts required for the interface of the CSF with the Intermediate Control System and the proper functioning of this interface.

Article 33

INTERMEDIATE CONTROL SYSTEM

33.1. In order to conduct the Games, the Licensee is required to implement the Intermediate Control System (ICS).

33.2. The Intermediate Control System consists of the following (sub)systems:

a. Data Capture System (Data Capture), which performs the functions of extraction, collection and transformation of the CSF data.

β. Data Sealing System, which performs the functions of batching, timestamp, encryption and data transfer.

c. Safe Storage Facility (Safe), which performs the function of final storage of data and the access of the NRC to the structured datasets (Data Models), in the manner and at the time it defines.

33.3. The Intermediate Control System ensures the integrity, authenticity and continuous availability of the data collected.

33.4. The data collected and stored in the Safe Storage Facility (Safe) must follow the data models and the specified model reports defined by the Authority, in accordance with the Regulation, the Technical Specifications and the Directives issued by the Authority.

33.5. The Licensee shall channel to the ERC all inter-network traffic of the players, relating to the Conduct of the games and taking place between the Player, the Licensee and the Payment Service Provider.

33.6. The Data Capture System (Data Capture) and the Data Sealing System (Data Sealing) are hosted in an infrastructure (Data Center) within the EU or the E.U.C., which has strong operational characteristics in terms of service availability, security and tolerance against catastrophic actions/events and business continuity. The operational characteristics of the hosting infrastructure are described in the Technical Specifications.

33.7. The Data Capture System (Data Capture) and the Data Sealing System (Data Sealing) may not be hosted in non-cooperating States in the tax area within the meaning of par. 3 of Article 65 of Law No. 65. 4172/2013 (A' 167) as well as in countries of paragraph 3 of Annex II of Law No. 4557/2018 (A' 139).

33.8. The Safe Storage Facility (Safe) is hosted in an infrastructure (Data Center) within the Greek territory, which has strong operational characteristics in terms of service availability, security and tolerance against catastrophic actions and business continuity. The operational characteristics of the hosting infrastructure are described in the Technical Specifications.

33.9. The alternative storage of the main Safe Storage Facility shall be hosted in a Data Center within the EU or the EUC, at a distance of at least twenty (20) kilometers from the main Safe Storage Facility and shall be synchronized with it at least every thirty (30) minutes, with a secure connection dedicated exclusively to this purpose.

33.10. The Intermediate Control System must have a certification of conformity in accordance with the provisions of the Regulation and the Technical Specifications.

33.11. The Licensee has the exclusive responsibility and obligation to provide remote and/or on-site access to the Intermediate Control System, as well as to the data and information held therein, in the manner and at the time specified by the Authority.

33.12. The Technical Specifications for the installation, management and operation of the Intermediate Control System are described in detail in the Technical Specifications Document.

33.13. The Licensee shall bear the entire cost of the installation and proper functioning of the Intermediate Control System.

Article 34 FILE KEEPING

34.1. The Licensee is obliged to keep the records and registers of the Gaming Regulation electronically, as well as any other records and registers specified by the Authority. The maintenance of electronic records and registers shall relate at least to the following:

α. Players (number of registered players, number of new players, number and data of Excluded Players, attempts to violate Excluded Players, removals of exclusions, number of Players who requested support, number of Players in loyalty programs, etc.).

β. Financial reports [reporting of gross winnings/revenues by type of Game and by Game, detailed, reporting of transactions with Manufacturers or Suppliers of B2B and Affiliates, etc.], with the analysis and periodicity determined by the Authority.

γ. Reports for each Jackpot Operation as provided in the Technical Specifications.

δ. Complaints and disputes (data relating to the recording of complaints, grievances, requests or queries, disputes, as well as the actions taken, the time and manner of dealing with them and the result of any settlement).

ε. A register of TMKYs that includes TMKY data, by type, of which the License Holders have been issued and which have received Certification where required).

φ. Notifications and authorisations (installation, start-up, shutdown, failure, cancellation, maintenance of the IMS, etc.).
χ. Personnel (data of officers, employees and persons who have received a relevant Authorisation for the use of the equipment).
suitability).

34.2. The Licensee must keep the information referred to in paragraph 34.1 for at least ten (10) years in a medium that allows the information to be stored in a form and manner that meets the following criteria:

α. Clearly show any corrections or other modifications, as well as the contents of the files prior to such corrections or modifications.

β. To provide the NCA with direct and easy access to these records, through the interconnection of the NCA's IT systems with the Licensee's IT systems and/or in the manner, time, periodicity and analysis specified by the Authority.

34.3. Certain records may be kept in paper form, following a documented request by the Licensee and subject to approval. The criteria for the maintenance of such records shall be as set out in paragraph 34.2(a) and (b).

34.4. The starting date of the record-keeping period referred to above (10 years) shall be the day after the day on which the information to be archived was created.

34.5. The circulation and management of files and records between the N.E.E.P. and the Licensee is carried out electronically. To this end, the Licensee shall be required to have digital signatures for the electronic circulation and management of documents.

34.6. In order to ensure the integrity of the data, the Licensee is obliged to use modern encryption methods in accordance with the provisions of the Technical Specifications and the relevant directives of the Hellenic Broadcasting Corporation and to encrypt the data in accordance with the relevant provisions.

34.7. A Directive of the Hellenic Statistical Authority defines the bodies accepted in Greece for the issuance of documents related to the functions and procedures of paragraphs 34.5 and

34.6 digital certificates and any other details for the application of the provisions of this Article.

Article 35 TRANSITIONAL PROVISIONS

35.1. Persons who, at the time of the entry into force of the present law, are legally providing services for the conduct of Games in the Greek territory, shall submit the documents and data referred to in Article 5 within one month of the entry into force of the present law. Such persons shall be obliged to provide the EEEP with any data, information or information held in their systems and subsystems for the purposes of applying the provisions of this Regulation and the legislation in force.

35.2. In the event of rejection of the application for the granting of a licence by the Hellenic Republic or failure to submit an application, the provisions of paragraph 2 of article 203 of Law No. 4635/2019 (A' 167), otherwise the provision of the services constitutes unlicensed gambling and the provisions of paragraph 7 of Article 48 of the Act and the relevant provisions of the Gambling Regulation shall apply.

35.3. The persons referred to in paragraph 35.1 to whom a Licence is granted shall submit the documents and information proving that the conditions of paragraph 6.1 have been fulfilled within one (1) month of the granting of the Licence. Until the decision referred to in paragraph 6.2 has been issued by the NECP, the terms and conditions in force on the date of granting of the licence shall apply.

35.4. Until the installation and operation of the P.S.E.E.E., the Licensees are obliged to provide the N.E.E.P. with full remote access to their systems and subsystems, in accordance with the N.E.E.P.'s instructions.

35.5. The provisions of paragraphs 20.8, 20.9, 20.10 and 20.12 shall take effect from the day after the entry into operation of the Register of Excluded Persons maintained by the

Until the entry into force of the above provisions, the Licensee shall apply the measures set out in paragraphs 20.2, 20.3 and 20.5 on the basis of the Register of Excluded Persons that it maintains. Within thirty (30) days of the launch of the Register of Excluded Persons, the Licensee shall apply the measures set out in paragraphs 20.2, 20.3 and 20.5 to all Players who hold an Electronic Account.

This Decision shall enter into force upon its publication in the Official Gazette.

This Decision shall be published in the Official Gazette.

Athens, 24 July 2020

The Minister

ORASTO STAICOURAS



ΕΘΝΙΚΟ ΤΥΠΟΓΡΑΦΕΙΟ

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