Pennsylvania Gaming Control Board

# REGISTRATION FORM

| **SECTION 1:** ***Name of the entity completing this application.*** |
|---|
| **Applicant Name:** |

| **SECTION 2:** ***Check the appropriate box to indicate the type of registration for which the above-named entity is applying.*** |
|---|
| ☐ **Land Based Gaming Service Provider**<br>☐ **Interactive Gaming Service Provider**<br>☐ **Sports Wagering**<br>☐ **Video Gaming Terminal Gaming Service Provider** |
| **SECTION 3:** |
| **Application Period:** ☐ **Initial** ☐ **Renewal** |

## Instructions

**The original form, one paper copy** containing all forms must be sent to the Pennsylvania Gaming Control Board, Bureau of Licensing, 303 Walnut Street, Fifth Floor, Commonwealth Tower, Harrisburg, Pennsylvania 17101 with the appropriate fee.

An application that has been accepted for filing and all related materials submitted to the Board shall become the property of the Board and will not be returned to the applicant.

## A. Registration Forms

The forms that can make up an application package for a registration are as follows:

### A. Registration Form

This form must be completed by a registered gaming service provider if the total dollar amount of transactions with slot machine licensee(s) or applicant(s) are or will be greater than $100,000 but will not exceed $500,000 within any consecutive 12-month period. These thresholds do not apply to enterprises filing for an Interactive Gaming Service Provider Registration.

### B. Gaming Employee Application and Disclosure Information Form

This form must be completed by any employee of a gaming service provider who will be performing job duties in a restricted area or have any contact with gaming equipment. Gaming employees are required to complete their initial or renewal form electronically. For instructions on completing the electronic application please call 1-877-500-7422. Paper applications are not accepted.

### C. Non-Gaming Employee Registration Form

This form must be completed by any employee of a gaming service provider who will be performing job duties on the gaming floor but whose job duties do not require the employee to touch or have contact with gaming equipment other than exterior cleaning. Non- Gaming employees are required to complete their initial or renewal form electronically. For instructions on completing the electronic application please call 1-877-500-7422. Paper applications are not accepted.

## 2. Application And Registration Fees

### A. Application Fees

Application fees must be submitted with the application package. These fees will be used by the Board to process and investigate the gaming service provider applicant, the applicant's affiliated entities and qualifiers (individuals) filing forms as part of the application package.

The fees indicated are non-refundable deposits required to cover the reasonable and necessary costs of the background investigation. No additional costs or expenses related to the background investigation will be billed, unless an investigator is required to travel in overnight status or stenographic services are required. In either case, actual costs incurred by the Board shall be reimbursed by the applicant.

**Registration Application Fee** ..... $500.00

**Qualifiers required to complete question four** ……..... $60.00

**Gaming Employee** ..... $350.00

**Non-Gaming Employee** ..... $60.00

### C. Registration Fee

Registration Fees must be paid prior to the issuance of the registration.

**Registration** ..... $2,500.00/5 years

Fees must be paid by money order or check made payable to the "Pennsylvania Gaming Control Board." Cash will not be accepted by the Board.

## 3. APPLICATION FORM INSTRUCTIONS

As used in this form, the word "**you**" shall mean the **gaming service provider** completing this Registration Form.

All entries on the form must be typed or printed in block lettering. Initials and signatures must be handwritten by the person providing the information. If the answers are not legible, the application may not be accepted.

Read each question carefully prior to answering. Answer every question completely. Do not leave blank spaces. If a question does not apply to the gaming service provider, write "**Does Not Apply**" in response to that question.

All pages of the form must be initialed by the person who supplied the information in the Registration Form. If additional pages are required in order to answer any question, additional pages may be utilized and must be attached to the form. Be sure to indicate the number(s) of the question(s) being answered and initial each additional page.

All required documentation must be submitted at the time of filing this form. Further, pursuant to the Board's regulations, the applicant is under a continuing duty to promptly notify the Board if there is a change in the information provided to the Board.

Should you be unable to understand this form fully in English, it is your responsibility to acquire adequate means of translation. If you submit a document to the Board that is in a language other than English, you must also submit an English translation compliant with 58 Pa. Code §423a.1(h).

All notices regarding your registration form will be sent to the address you provide on this form. You must immediately notify the Board if you change your address.

Failure to answer any question completely and truthfully will result in denial of your application and/or revocation of your license, registration, certificate or permit and may subject you to criminal penalties.

Any person who applies for and obtains a license, registration, certificate or permit from the Board may be required to submit to warrantless searches when present in a licensed gaming facility pursuant to the Act.

A license, permit, certification or registration issuance, renewal or other approval issued by the Board is a revocable privilege. No person holding a license, permit, certification or registration, renewal, or other approval is deemed to have any property rights related to the license, permit, certification or registration.

Confidential information supplied to the Board or otherwise obtained shall not be revealed except in the course of the necessary administration of the Gaming Act, or upon the lawful order of a court of competent jurisdiction or, with the approval of the Attorney General, to a duly authorized law enforcement agency. An applicant or license, registration, certificate or permit holder waives any liability of the Commonwealth of Pennsylvania and its instrumentalities and agents for any damages resulting from any disclosure or publication in any manner, other than a willfully unlawful disclosure or publication.

Once the registration form has been filed, the gaming service provider **may not** withdraw its registration form without the permission of the Board.

If you have any questions regarding the application package forms or the information required to complete any application, please contact the Pennsylvania Gaming Control Board – Bureau of Licensing at (717)-346-8300**.**

Contact Name for Gaming Service Provider _____

Address _____

_____

Title _____ Contact Email Address _____

Phone Number_____ Fax Number _____

I _____(name) am the individual who supplied the information in this application.

_____ _____

Signature Position or Title

| **Appendix: The appendix is a document the applicant must provide or create. The appendix is not represented in the application questions. Each appendix must be presented in a tabbed manner and each tab must indicate the appendix number as listed below. If an appendix does not apply to an applicant, write "DOES NOT APPLY" on the appendix page.** | | |
|---|---|---|
| ☐ | Appendix 1: Current ownership and management tables of organization. | MANDATORY |
| ☐ | Appendix 2: Has the applicant ever been placed on the Commonwealth Debarment List maintained by the Pennsylvania Department of General Services? If yes, please provide the dates of any such debarment and explain the reason for the debarment. | MANDATORY |
| ☐ | Appendix 3: If your enterprise will be providing transportation services to any Pennsylvania casino, either directly or indirectly through an arrangement with a transportation company, supply copies of the enterprise's Certificates, Registrations and/or documentation issued by any government agency (i.e. Public Utilities Commission, Federal Motor Carrier Safety Administration, federal aviation administration) that allow the enterprise to provide transportation services. | MANDATORY |
| | | |

## 1. Gaming Service Provider Identification Information

Business name as it appears on gaming service provider's certificate of incorporation, charter, bylaws, partnership agreement or other official documents (spell out complete name, do not use abbreviations) _____

Trade Name(s) and Doing Business As ("DBA") Names _____

Has the applicant been verified as a minority or women's business enterprise by the Pennsylvania Department of General Services' (DGS) Bureau of Small Business Opportunities? □ YES □ NO

If yes, attach the verification letter from the Bureau of Small Business Opportunities and/or the Small Business Procurement Initiative certificate that identifies the company as a small diverse business (not only as a small business) and provide the certification number _____.

Gaming service provider's principal address _____
_____
_____

Email Address _____Web URL_____

Phone Number_____ Fax Number _____

## Billing Contact Information

Name _____Title_____
Address _____
_____
Phone Number _____ Fax Number_____
Individual email address _____

Gaming service provider's Form of Organization (check one)

☐ Sole Proprietorship ☐ Partnership ☐ Limited Partnership ☐ C-Corporation ☐ Trust

☐ Limited Liability Company ☐ S- Corporation ☐ Other (describe)_____

Gaming service provider's State of Incorporation, Registration or other type of formation _____

Date of formation_____

Business name as it appears on formation documents _____

List all states in which the gaming service provider is currently registered or authorized to do business _____
_____

Is gaming service provider registered or authorized to do business in the Commonwealth of Pennsylvania? *
☐ Yes ☐ No

* Note – A gaming service provider must be registered as a business in Pennsylvania prior to conducting business in the state.

| FEDERAL EMPLOYER IDENTIFICATION NUMBER/TIN | PA UNEMPLOYMENT COMPENSATION ACCOUNT NUMBER |
|---|---|
| PA DEPARTMENT OF REVENUE CORPORATE BOX NUMBER | PA LIQUOR CONTROL BOARD LICENSE NUMBER |
| PA WORKERS COMPENSATION POLICY NUMBER | PA DEPARTMENT OF STATE – ENTITY NUMBER |

## 2. Gaming Service Provider's Business Information

Description of business gaming service provider will conduct in Pennsylvania

Does your enterprise provide transportation services to any Pennsylvania casino, either directly or indirectly through an arrangement with a transportation company? ☐ Yes ☐ No

If yes, provide the name (s) for each enterprise that will provide the transportation service:

_____

**NOTE:** You must attach as Appendix 3 to this application copies of each enterprise's Certificates and/or Registrations issued by any government agency (i.e. Public Utilities Commission, Federal Motor Carrier Safety Administration, federal aviation administration) that allow the enterprise to provide transportation services.

Does the applicant have any association with any other gaming service providers or gaming service provider applicants who conduct or anticipate conducting business with Pennsylvania licensees/applicants? ☐ Yes ☐ No

If yes, provide the name of the gaming service providers or gaming service provider applicants and explain the association between the companies.

_____

List any group, firm, partnership, corporation or any other business entity in which the applicant or any of its owners, officers or directors holds an ownership interest of 10% or more that has filed a gaming related application in any jurisdiction and whose application has been denied, suspended, revoked or withdrawn and explain the circumstances of the disposition.

_____

## 3. Gaming Service Provider and Licensee/Applicant – attach a copy of the written agreement

Name of licensee(s)/applicant(s), to which such goods or services will be provided.

Date gaming service provider agreed to conduct business_

Contract start date Contract completion date/expected duration (if applicable)

Terms and amount of contract_____

Nature of contract or agreement, and goods and/or services to be provided _____

* Make additional copies and attach additional pages as necessary.

## 4. Qualifiers

* Please provide the information requested below for each:

1. Officer and director of the applicant. For purposes of completing this form the term officer means a president, chief executive officer, a chief financial officer and a chief operating officer, and any person routinely performing corresponding functions with respect to an organization whether incorporated or unincorporated.

2. Individual who has a direct or indirect ownership or beneficial interest of 10% or more in the gaming service provider applicant.

3. Salesperson or other employee of the applicant who is or who will solicit business from or who has or who will have regular contact with a licensee.

Each individual listed below will be required to provide fingerprints to the Board for investigation purposes. A fingerprint package will be sent by the Bureau of Investigations and Enforcement to the residential address supplied for each individual listed below once the application is received by the Board. Each individual listed below is also required to complete a separate release authorization located in the back of this form. A $60.00 fee is required to be sent with the application for each qualifier listed below.

Name _____

Residential Address
_____
_____

**Social Security number _____

Email address _____

Phone number_____ Fax number _____

Position or title_____ Date of birth _____

Percentage of Ownership_____ Date Acquired _____

Describe nature, type, terms and conditions of ownership

*Please make copies of this page and complete it for each qualifier that is required.

** Disclosure of your social security number is mandatory in order for the PGCB to comply with the Federal Social Security Act pertaining to Child Support Enforcement, as implemented in the Commonwealth of Pennsylvania at 23 Pa. C.S. §4304.1(a). The social security number will also be used to confirm the identification of the applicant or licensee and will not be used as a personal identification number by the PGCB.

## Criminal History

| The next section asks about any offenses or charges applicant or any of its owner, officers, directors, or employees listed in question 4, may have committed or had filed against them. Prior to answering this question, carefully review the definitions and instructions that follow. | |
|---|---|
| Definitions | For purposes of this section:<br>A. "Crime or offense" includes all felonies and misdemeanors, as well as summary offenses that may have required you to appear before a law enforcement agency, state or federal grand jury, justice court, municipal court, city court, traffic court, military court or any other court except Juvenile Court. Include all DUI/DWI offenses.<br>B. "Arrest" includes any time that you were stopped by a police officer or other law enforcement officer and advised that you were under arrest, detained, held for questioning, requested by a police officer or law enforcement officer to come to a police station and answer questions, taken into custody by any police officer or other law enforcement officer, fingerprinted, held in jail, or instructed to appear in court or subpoenaed to answer for conduct which is a crime as has been defined in paragraph "A."<br>C. "Charge" includes any indictment, complaint, information, summons, citation or other notice of the alleged commission of any crime or offense as defined in paragraph "A." |
| INSTRUCTIONS | 1. Answer "Yes" and provide all information to the best of your ability even if:<br>A. You did not commit the offense charged;<br>B. The arrest or charges were dismissed or the charges were subsequently downgraded to a lesser charge;<br>C. You pleaded not guilty or nolo contendere;<br>D. You completed an accelerated rehabilitative disposition ("ARD") or equivalent diversionary program;<br>E. The charges or conviction were expunged from your record, even if you have expungement papers;<br>F. You were not convicted or were found "not guilty";<br>G. You did not serve any time in prison or jail;<br>H. The arrests, charges or offenses happened a long time ago;<br>I. You were arrested or charged in another state (a state other than Pennsylvania);<br>J. You were never physically taken into custody and/or transported to a police station or jail.<br>2. Answer "No" if:<br>A. You have never been arrested or charged with any crime or offense;<br>B. Your arrest happened when you were under 18 years of age and your court appearance was in juvenile court.<br>**Failure to fully answer this question may result in the denial of your application.** |

## 5. Criminal History

Has the applicant or any of its owners, officers, directors or employees that are required to be qualified ever been indicted, charged with or convicted of a criminal offense or been a party to or named as an unindicted co-conspirator in any criminal proceeding in the Commonwealth or any other jurisdiction? If YES, provide the following information.

| Criminal History Incident | | | | | | |
|---|---|---|---|---|---|---|
| Name of Case & Docket Number | Nature of Charge or Complaint | Date of Charge or Complaint | Disposition (Acquitted, Convicted, Dismissed, ETC.) | Name and address of Law Enforcement Agency or Court Involved | Sentence | Name of Owner, Officer, Director or Employee |
| | | | | | | |

## 6. Existing Litigation

Provide the following information for all existing litigation to which applicant is presently a party, whether in this Commonwealth or in another jurisdiction. Do not include the following: 1) litigation that is expected to be fully and completely covered through an indemnity agreement or under an insurance policy held by the applicant with a licensed insurance carrier; or 2) litigation in which the damages are not reasonably expected to exceed $100,000. This description must include the title and docket number of the litigation, the name, and location of the court before which it is pending, the identity of all parties to the litigation and the general nature of all claims being made.

| EXISTING LITIGATION | |
|---|---|
| Name of Case and Docket Number | Location and Name of Court Before Which Litigation Is Pending |
| Names of All Parties to Litigation | |
| Nature of The Claims | |

| Existing Litigation | |
|---|---|
| Name of Case and Docket Number | Location and Name of Court Before Which Litigation Is Pending |
| Names of All Parties to Litigation | |
| Nature of The Claims | |

* Make additional copies and attach additional pages as necessary.

## 7. Licenses and Permits

If the applicant has applied for any type of license, registration, certification, or permit from any governmental agency in the Commonwealth of Pennsylvania or any other jurisdiction, provide the following information for the last ten (10) year period. A government agency as used here includes any subordinate creature of Federal, state, Native American or local government created to carry out a governmental function or to implement a statute or statutes.

| Applicant Licensing | | | | | |
|---|---|---|---|---|---|
| Type of License, Registration, Certification or Permit | Name and Location of Government Agency | Application Number | Disposition | Date of Disposition | If Granted, Provide the License/Permit Number and Expiration Date. If Denied, Pending, Expired, Suspended, Conditioned, Revoked or Withdrawn, Provide Details. |
| | | | ☐ Granted<br>☐ Denied<br>☐ Pending<br>☐ Expired<br>☐ Suspended<br>☐ Conditioned<br>☐ Withdrawn<br>☐ Revoked | | |
| | | | ☐ Granted<br>☐ Denied<br>☐ Pending<br>☐ Expired<br>☐ Suspended<br>☐ Conditioned<br>☐ Withdrawn<br>☐ Revoked | | |
| | | | ☐ Granted<br>☐ Denied<br>☐ Pending<br>☐ Expired<br>☐ Suspended<br>☐ Conditioned<br>☐ Withdrawn<br>☐ Revoked | | |

* Make additional copies and attach additional pages as necessary.

## Application for Pennsylvania Tax Clearance Review

Completion of this form is a condition of this application and will authorize the Pennsylvania Department of Revenue ("DOR") and the Department of Labor and Industry ("DLI") to review the tax records of the person and/or entity as part of the establishment license evaluation by the Pennsylvania Gaming Control Board ("Board"). Your signature on this form also represents a waiver of confidentiality of tax information. Your signature allows the DOR and DLI to provide tax information to the Board and its authorized investigatory agents. In addition, your signature authorizes the DOR, DLI and the Board to provide your tax information to the entity with which you are filing.

| _____ | _____ |
|---|---|
| Name as listed on tax return | Employer Identification Number/Tax Identification Number/Social Security Number |

| _____ | _____ | _____ | _____ |
|---|---|---|---|
| Address | City | State | Zip Code |

I certify that I am the individual whose tax records are to be reviewed. If the tax records are for an entity, I certify that I am the authorized signatory for the applicant.

| _____ | _____ | _____ |
|---|---|---|
| CEO/Applicant signature | Telephone number | Date |

## Affidavit and Waiver of Liability

STATE OF _____:

SS:

COUNTY OF _____:

The applicant hereby certifies that the information contained herein is true and correct and that there is no misrepresentation, falsification or omission in this application. Further, the applicant is aware that any false or misleading statement or omitted information will be cause for rejection or revocation of a registration, certificate or permit and may be subject to criminal penalties under 18 Pa. C.S.A. §§4902, 4903 and 4904.

The applicant agrees to the terms of certification, registration and permitting in the Pennsylvania Race Horse Development and Gaming Act ("Act") and the Pennsylvania Gaming Control Board ("Board") regulations and agrees, if certified, registered or permitted, to abide by the same.

Applicant shall have the duty to:

1. Provide any assistance or information required by the Board or the PSP and to cooperate in any inquiry, investigation or hearing;
2. Consent to inspections, searches and seizures;
3. Inform the Board of any actions which applicant believes would constitute a violation of the act or regulations; and
4. Inform the Board of any arrests for any criminal violations or offenses including those enumerated under 18 Pa. C.S.A. (Relating to Crimes and Offenses).

In addition, to further effectuate the purposes of the Act and Board regulations, applicant acknowledges the Bureau of Investigations and Enforcement ("BIE") and the Pennsylvania State Police ("PSP") may obtain administrative warrants for the inspection and seizure of property possessed, controlled, bailed or otherwise held by an applicant or any of its intermediaries, subsidiaries affiliates or holding companies, registrants, certificants or permittees.

The applicant agrees, that the grant of permission to conduct business prior to registration or certification does not create a right to continue to conduct business and that the Bureau of Licensing may rescind, at any time, the authorization granted, with or without prior notice to the applicant, if the Bureau of Licensing determines that the suitability of the applicant is at issue or the applicant fails to cooperate with the Board, BIE or an agent of the Board or BIE.

The applicant hereby expressly waives, releases, and forever discharges the Board, The Pennsylvania Department of Revenue, PSP, The Commonwealth of Pennsylvania and its instrumentalities, and their agents, employees and representatives from any and all manner of action and causes of action whatsoever which I, my administrators or executors can, shall, or may have against the Commonwealth of Pennsylvania, the Board and their agents, as a result of my applying for a registration, certificate or permit in the Commonwealth of Pennsylvania.

Furthermore, the applicant waives liability as to the Commonwealth of Pennsylvania and its instrumentalities and agents, for any damages resulting to the applicant from any disclosure or publication, in any manner, other than a willfully unlawful disclosure or publication, of any material or information acquired during the registration, certification or permitting process or during any inquiries, investigations or hearings related thereto.

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Applicant certification (Required) Date: ____/____/20___

_____
Name of applicant

_____
Signature of applicant

_____
Individual preparing this form if different from applicant

_____
Name, title and signature

Subscribed and sworn to me this _____day of

_____ of 20_____.

_____
Notary Public

My commission expires on _____/_____/20___

## RELEASE AUTHORIZATION

TO: _____
(DO NOT WRITE ABOVE THIS LINE – FOR GAMING CONTROL BOARD USE ONLY)

FROM: _____
APPLICANT'S NAME (PLEASE PRINT)

**Note: Initials and signatures are required on this two-page form.**

1. I hereby authorize and request every person, firm, company, corporation, board, association or institution of any kind, and every federal, state or local governmental agency, including, but not limited to, every court, every federal, state or local law enforcement, criminal justice agency or probation department, without exception, both foreign and domestic, to whom this release authorization is presented to make full and complete disclosure of any and all information on file or available concerning me, to furnish, make available for review and permit the copying of such information whether or not such information would otherwise be protected from disclosure by any constitutional, statutory, regulatory, or common law privilege, to any duly authorized investigator of the Pennsylvania Gaming Control Board.

2. If this release authorization is presented to a brokerage firm, bank, savings and loan, or other financial institution or an officer of same, I hereby authorize and request that any duly authorized investigator of the Pennsylvania Gaming Control Board be permitted to review and obtain copies of any and all documents, records, or correspondence pertaining to me, including but not limited to past loan information, notes co-signed by me, checking account records, savings deposit records, safe deposit box records, passbook records, and general ledger folio sheets.

3. If this release authorization is presented to a regulatory agency, including any grievance or disciplinary agency, in any state to which I have been granted a permit, license, credential, privilege or any similar authority, I hereby authorize and request that any duly authorized investigator of the Pennsylvania Gaming Control Board be permitted by said agency to review and obtain copies of any and all documents, records, or correspondence pertaining to me, and I hereby authorize said agency, to make full and complete disclosure of any and all information including, but not limited to, complaints filed against me, disposition thereof, imposition of discipline, whether private or public, as well as such other information on file or available concerning me.

4. If this release authorization is presented to a federal, state or local taxing authority, including the Internal Revenue Service or other income taxing authority, personal property taxing authority, wage taxing authority, school taxing authority, and any other taxing body as may receive taxes or returns filed by me, I hereby authorize and request that any duly authorized investigator of the Pennsylvania Gaming Control Board be permitted by said taxing authority to review and obtain copies of any and all documents, records, tax returns, schedules and supporting documentation, audits, reports, or correspondence pertaining to me, and I hereby authorize said taxing authority to make full and complete disclosure of any and all information on file or available concerning me.

5. Pursuant to the laws of the Commonwealth of Pennsylvania, United States of America, I do hereby make, constitute, and appoint any duly authorized investigator of the Pennsylvania Gaming Control Board my true and lawful attorney in fact for me in my name, place, stead, and on my behalf and for my use and benefit:

   (a) To request, review, copy, sign for, or otherwise act for investigative purposes with respect to documents and information in the possession of the person to whom this release authorization is presented as I might;

   (b) To name the person or entity to whom this request is presented and insert that person's name in the appropriate location on this release authorization;

   (c) To place the name of the Pennsylvania Gaming Control Board agent presenting this release authorization in the appropriate location on this release authorization.

   (d) To do, take, and perform all and every act and thing whatsoever requisite, proper, or necessary to be done, in the exercise of any of the rights and powers herein granted, as fully to all intents and purposes as I might or could do if personally present, with full power of substitution.

   The rights and powers herein granted are intended to facilitate the background investigation being conducted by the Pennsylvania Gaming Control Board at my request and is not otherwise intended to create or establish a fiduciary relationship between the Pennsylvania Gaming Control Board, it agents or employees and me. I hereby acknowledge that

no such relationship exists. This power of attorney ends two (2) years from the date of execution and shall be construed in accordance with 20 Pa.C.S. ch. 56 (relating to powers of attorney). I am familiar with the provisions of 20 Pa.C.S. §5601(c), (d) and (e) (relating to general provisions) and hereby expressly waive the applications of the requirements contained in those subsections to this power of attorney granting rights and powers to any duly authorized investigator of the Pennsylvania Gaming Control Board.

6. I the undersigned licensee(s) have filed with the Pennsylvania Gaming Control Board an "application" as that term is defined in the Board's regulations. I understand that I am seeking the granting of a privilege and acknowledge that the burden of proving my/our qualifications and suitability for a favorable determination is at all times solely my responsibility. I accept any risk of adverse public notice, embarrassment, criticism, or other action or financial loss which may result from action with respect to this application and I hereby authorize any employee, agent, or duly authorized investigator of the Pennsylvania Gaming Control Board to disclose any information obtained through my background investigation to the slot machine licensee/applicant with which I am conducting business as well as to the entity with which I am associated.

7. I do, for myself, my heirs, executors, administrators, successors and assigns, hereby release, remise, exonerate, and forever discharge the Pennsylvania Gaming Control Board, its members, agents and employees, the Pennsylvania State Police, the Commonwealth of Pennsylvania and its instrumentalities, and any agents and employees thereof, from any and all liabilities of every nature and kind, other than a willfully unlawful disclosure or publication of material or information acquired during my investigation. I agree to indemnify and hold harmless every person, firm, company, corporation, board, association or institution of any kind, and every federal, state or local governmental agency, including, but not limited to, every court, law enforcement agency, criminal justice agency, or probation department, without exception, both foreign and domestic, to whom this request is presented and any agents and employees thereof, from and against all claims, damages, losses, and expenses including reasonable attorneys' fees arising out of or by reason of, complying with this release authorization.

8. A reproduction of this request by photocopy, facsimile or similar process shall be for all intents and purposes as valid as the original. This release authorization extends to the review and copy of any information protected from disclosure, privilege, or obligation.

**Applicant has read this release authorization and understands all its terms. Applicant executes this document voluntarily and with full knowledge of its significance**

In witness whereof, I have executed this release authorization at _____,_____
City State

On this, the _____Day of _____, 20 _____. _____
Signature of applicant

ON THIS, THE_____ Day of_____, 20_____, Before me, The Subscriber, a Notary Public, In and for

_____, _____, Personally Appeared _____,
County State

(Known by me or satisfactorily proven) to be the person whose name is subscribed to this Release Authorization, and acknowledged that they executed the same for the purpose herein contained.

In witness whereof, I hereunto set my hand and official seal

_____
Notary Public

Signature of Pennsylvania Gaming Control Board agent presenting this request:

_____ Date: _____

## DIVERSITY PLAN STATEMENT

Gaming service provider applicant name _____

Gaming service provider applicant mailing address_____

Gaming service provider applicant phone number _____

Equal Opportunity Officer_____

Date submitted____/_____/_____

Pursuant to §1325(b)(1) of the Pennsylvania Race Horse Development and Gaming Act and 58 Pa. Code Ch. 481a.

**_____(Gaming Service Provider Applicant's Name) has developed and implemented a diversity plan, and the diversity plan complies with the Act and its Regulations.**

_____
Signature of CEO

_____
Name Printed of CEO

_____/_____/_____
Date

## STATEMENT OF CONDITIONS FOR REGISTERED GAMING SERVICE PROVIDER

_____, having been duly authorized to legally bind
Name and Title of Highest Ranking Officer

_____ (hereafter "Gaming Service Provider"), hereby expressly
Name of Gaming Service Provider Applicant

accepts, agrees and stipulates to the following conditions of Gaming Service Provider Registration as required by the Pennsylvania Gaming Control Board ("Board"), pursuant to the Act of October 30, 2017 (P.L. 419, No. 42), amending and expanding the Act of July 5, 2004 (P.L. 572, No.71), known collectively as the Pennsylvania Race Horse Development and Gaming Act (the "Act"). More particularly, gaming service provider expressly accepts, agrees and stipulates that it will abide by the following conditions:

1. To at all times comply with the provisions of this Statement of Conditions.

2. To at all times comply with all provisions of the Act, as amended, and any rules, regulations, technical standards, or orders in effect as of this date or later amended or promulgated by the Board and to immediately inform the Board of any actions which they know or suspect constitute a violation of the Act or any rules, regulations, technical standards, or orders.

3. To acknowledge and agree that any license, certification, permit, registration or other authorization issued by the Board is a non-transferable, revocable privilege to engage in activities regulated by the Board.

4. To promptly reimburse the Board for costs associated with any background or other investigation conducted in connection with any application filed by, associated with, or filed in connection with the Gaming Service Provider, including any of its owners, officers, directors, permittees, registrants or affiliated entities, and to promptly pay any other fine, fee, sanction or assessment imposed by the Board or the Department of Revenue.

5. To ensure at all times that information provided to the Board by gaming service provider, is true and correct, and to immediately notify the Board upon knowing or suspecting that any false or misleading information may have been provided to the Board.

6. To acknowledge that the Bureau of Licensing may rescind, at any time, the authorization granted to conduct business prior to registration granted, with or without prior notice to the gaming service provider, if it is determined that the suitability of the gaming service provider is at issue or the gaming service provider fails to cooperate in the application process.

7. To immediately notify the Board if the Gaming Service Provider, or any person required to be listed in its application for registration, is charged, indicted or convicted of any felony or gambling offense.

8. To at all times ensure that Gaming Service Provider meets and maintains the eligibility and suitability requirements of the regulations and to promptly report a change in circumstances that may render the Gaming Service Provider, ineligible, unqualified or unsuitable to hold a Gaming Service Provider Registration.

9. In addition to any notification and action required by Conditions 7 and 8, to ensure that the Gaming Service Provider, or any of its owners, officers, directors, permittees, registrants or affiliated entities required to be qualified in Pennsylvania comply with the following:

   A. Provide any requested assistance or information required by the Board, the Pennsylvania Department of Revenue, or the Pennsylvania State Police and cooperate in any inquiry, investigation or hearing.

B. Inform the Board of any actions which they know or suspect constitute a violation of the Act or any rules, regulations or orders in effect as of this date or later amended or promulgated by the Board.

C. Inform the Board of any arrests for any violations or offenses enumerated under 18 Pa.C.S. (relating to crimes and offenses) or any similar offense under the laws of another jurisdiction.

10. To register with the Pennsylvania Department of Revenue and the Pennsylvania Department of Labor and Industry, as required, to ensure the proper reporting and remittance of all applicable Pennsylvania taxes.

11. To register with the Pennsylvania Department of State, if required, under Title 15, Corporations and Unincorporated Associations.

12. To ensure that at all times Gaming Service Provider is not debarred or suspended by the Commonwealth of Pennsylvania, Department of General Services. The Gaming Service Provider must immediately notify the Board upon knowing or suspecting that it has been or will be debarred or suspended.

13. To immediately notify the Board of any change in the persons who are required to be qualified, registered or permitted in association with the Gaming Service Provider's application package.

14. To cause the divestiture or removal of any such person found unqualified by Order of the Board and to request a withdrawal of any pending application filed on behalf of any such person.

15. To immediately notify the Board of the following:

    A. Any known or suspected noncompliance with the Board's regulations or orders.

    B. Any known or suspected failure to comply with any provision of this Statement of Conditions.

16. To immediately notify the Board of any change in the Gaming Service Provider's name or mailing address.

17. To immediately provide upon request of the Bureau of Licensing any contract, agreement, purchase order, description of oral contract or other documentation evidencing a business relationship with a Board licensee or applicant.

18. To intelligently, knowingly and voluntarily execute a separate indemnification agreement.

19. Gaming Service Provider cannot delegate, subcontract or deploy the performance of its duties, responsibilities, obligations or any aspect of its gaming service provider services to any person or entity, without prior notification and approval by the Bureau of Licensing.

20. To execute and provide a Diversity Statement as required in the application for gaming service provider registration.

21. To promptly file a gaming service provider certification package if the Gaming Service Provider is seeking to conduct business with a slot machine applicant or licensee pursuant to the criteria set forth in 58 Pa. Code § 437a.1(b); is seeking to conduct business with an interactive gaming certificate holder or interactive gaming operator pursuant to the criteria set forth in 58 Pa. Code § 807.1(a); or is seeking to conduct business with a sports wagering certificate holder or petitioner or sports wagering operator applicant or licensee pursuant to the criteria set forth in 58 Pa. Code § 1405.1(a).

I certify and affirm, subject to the penalties of 18 Pa.C.S. § 4904 (relating to unsworn falsification to authorities) that I am authorized to act on behalf of the Gaming Service Provider. I also certify and affirm that I have read and fully understand the foregoing Statement of Conditions and acknowledge that my signature below shall legally bind the Gaming Service Provider.

Gaming Service Provider

By:

_____
Signature of Executive Officer

_____
Printed Name of Executive Officer

_____
Title of Executive Officer

_____
Date

***These conditions will remain in effect until or unless amended by the Board.***

# INDEMNIFICATION AGREEMENT

AND NOW, this _____day of _____, 20_____, this Indemnification Agreement (the "Agreement") is entered into by and between the Pennsylvania Gaming Control Board (the "Board") and _____(thereafter "Registered Gaming Service Provider") (the "Indemnitor") through its undersigned representative who is authorized to legally bind the "Indemnitor."

WITNESSETH

WHEREAS, as a condition precedent to the issuance of said Gaming Service Provider Registration, Indemnitor executed a Statement of Conditions, which is incorporated herein by reference, expressly accepting certain enumerated conditions to its Gaming Service Provider Registration; and,

WHEREAS, Condition 18 of the above-referenced Statement of Conditions requires registered gaming service provider as Indemnitor to execute, a separate indemnification agreement in a form prescribed by the Board so as to indemnify and hold harmless the Board, the Pennsylvania Department of Revenue, the Pennsylvania State Police, the Commonwealth of Pennsylvania and its instrumentalities, and their agents, employees and representatives, from and against certain enumerated claims and payments.

NOW, THEREFORE, in consideration of the foregoing, Indemnitor agrees to the following:

1. Except to the extent the conduct of any one of the Indemnitees constitutes a violation of law or willful misconduct outside the scope of Indemnitees' duties, Indemnitor will be responsible for and will protect, indemnify and hold harmless the Board, the Pennsylvania Department of Revenue, the Pennsylvania State Police, the Commonwealth of Pennsylvania and its instrumentalities, and their agents, employees and representatives, from and against any and all claims or payments for personal injury, property damage or other loss of any kind by any and all parties and claimants, arising out of, or in connection with, any negligence, error or omission by the Board, the Pennsylvania Department of Revenue, the Pennsylvania State Police, the Commonwealth of Pennsylvania and its instrumentalities, or their agents, employees and representatives, attendant to any or all of the following:

A. Any investigation, consideration, or action taken in connection with an application by Indemnitor;

B. The denial, suspension, revocation or conditioning of the Gaming Service Provider Registration issued to Indemnitor or any certification, permit, registration or other authorization associated therewith, including any enforcement action taken with respect to any such certification, permit, registration or other authorization;

C. Any action taken which may or does result in the suspension of operations of the Indemnitor or the issuance of an emergency order relative to the Indemnitor; and,

D. Any disclosure or publication in any manner, other than willfully unlawful disclosure or publication, of material or information acquired during any past, present or future investigation of the applicant or registered gaming service provider.

2. Indemnitor will be responsible for and will protect, indemnify and hold harmless the Board, the Pennsylvania Department of Revenue, the Pennsylvania State Police, the Commonwealth of Pennsylvania and its instrumentalities, and their agents, employees and representatives from and against, any and all claims or payments for personal injury, property damage or other loss of any kind by any and all parties and claimants, arising out of, or in connection with, any act or omission by Indemnitor, or any of its principals, key employees, permittees, registrants, affiliated entities required to be certified in Pennsylvania, representatives and agents, where 42 Pa.C.S., Part VII, Ch. 85, Subchapter B (relating to sovereign immunity), is alleged or determined to authorize liability on the part of the Board, the Pennsylvania Department of Revenue, the Pennsylvania State Police, the Commonwealth of Pennsylvania and its instrumentalities, and their agents, employees and representatives.

3. DEFENSE COSTS: Except to the extent the conduct of any one of the Indemnitees constitutes a violation of law or willful misconduct outside the scope of Indemnitees' duties, Indemnitor will be responsible to indemnify the Board, the Pennsylvania Department of Revenue, the Pennsylvania State Police, the Commonwealth of Pennsylvania and its instrumentalities, and their agents, employees and representatives for all attorneys fees, costs, other fees, judgments, settlements or other monies reasonably paid on account of and related to any litigation or associated with the defense of any litigation as set forth above.

4. INDEMNITEE OBLIGATIONS: The Board and all Indemnitees agree to (i) use reasonable efforts to cooperate with Indemnitor and its agents relative to any matters in which they seek indemnification under this Agreement, (ii) will provide prompt notice to the Indemnitor of any actions which are likely to lead to a request for indemnification under this Agreement and (iii) raise any and all available sovereign immunity defenses relative to claims for which indemnification is sought under this Agreement.

5. ENTIRE AGREEMENT: This Agreement sets forth the entire agreement and understanding between the above-referenced parties relating to the subject matter herein and supersedes all prior discussions between the parties. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, will be effective unless it is in writing and signed by both the Board and Indemnitor. Any subsequent change or changes in the Indemnitor's duties or commission will not affect the validity or scope of this Agreement. No waiver of this Agreement shall be construed as a continuing waiver or consent to any subsequent breach thereof.

6. GOVERNING LAW; CONSENT TO PERSONAL JURISDICTION: This agreement will be governed by the laws of the Commonwealth of Pennsylvania without regard to conflicts of laws principles. Indemnitor hereby expressly consents to the personal jurisdiction of the State courts located in the Commonwealth of Pennsylvania for any lawsuit filed against Indemnitor arising from or relating to this Agreement.

7. SEVERABILITY: If one or more of the provisions in this Agreement are deemed void by law, then the remaining provisions will continue in full force and effect.

8. HEADINGS: Section headings are not to be considered a part of this Agreement and are not intended to be a full and accurate description of the contents hereof.

Both the Board and Indemnitor hereby certify and affirm that their duly appointed representatives have read and fully understand the foregoing Indemnification Agreement and acknowledge that their signatures below legally bind the Board and registered gaming service provider.

The Indemnitor representative provided below, hereby states, subject to the penalties of 18 Pa.C.S. § 4904 (relating to unsworn falsification to authorities), that he/she is authorized to act on behalf of the Indemnitor. The Indemnitor representative also certifies and affirms to having read and fully understood the foregoing Indemnification Agreement and acknowledges that the signature below shall legally bind the Indemnitor and the Gaming Service Provider.

This Agreement, consisting of three pages, including this page, is entered into this the _____ DAY OF _____, 20_____.

Registered Gaming service provider By:

_____

_____
Printed Name and Title Date

Pennsylvania Gaming Control Board By:

_____
R. Douglas Sherman, Chief Counsel
Pennsylvania Gaming Control Board

# TO BE COMPLETED BY APPLICANT/LICENSEE

## APPLICANT OR LICENSEE'S DUE DILIGENCE CERTIFICATION

STATE OF _____:
SS:
COUNTY OF _____:

On behalf of the applicant or licensee, the Chief Executive Officer (CEO)/authorized signatory of _____ (name of slot machine applicant or licensee) hereby certifies that it has entered into an agreement or contract with_____(name of gaming service provider applicant) to conduct business and has investigated the background and qualifications of the above named gaming service provider applicant, as required by the Pennsylvania Race Horse Development and Gaming Act and Board regulations.

The applicant or licensee hereby confirms that the above named gaming service provider applicant will be providing non-gaming goods or services for the above named slot machine applicant or licensee
☐ in the "gaming area" ☐ in an area other than the "gaming area" ☐ in a restricted area as defined in 58 Pa. Code §401a.3 and that, to the best of the slot machine applicant or licensee's knowledge, there is no misrepresentation, falsification, or omission in this application. Further the slot machine applicant or licensee is aware that any false or misleading statement or omitted information will be cause for rejection or revocation of a license and may be subject to criminal penalties under 18 PA.C.S. §§4902, 4903, and 4904.

The applicant or licensee affirms that the contract or agreement with the applicant for a gaming service provider registration or certification, whether oral or written, shall be terminated in the event that the Board or the slot machine applicant or licensee finds that the agreement or contract fails to meet the requirements of the Board's regulations. 58 PA. Code §437a.11(c).

The above named applicant or licensee agrees that it has an affirmative duty to avoid agreements or relationships with gaming service provider applicants whose background or association is injurious to the public health, safety, morals, good order and general welfare of the people of the Commonwealth of Pennsylvania, who threaten the integrity of gaming in Pennsylvania or who discredit or tend to discredit the Pennsylvania gaming industry or the Commonwealth of Pennsylvania pursuant to 58 PA. Code §437a.11(b) and affirms that it has performed the appropriate due diligence on the above named gaming service provider applicant and its owners, managers or employees and believes that the applicant meets the qualifications to be a gaming service provider.

_____
(Printed name of CEO/Authorized signatory)

_____
(TITLE OF AUTHORIZED SIGNATORY)

_____
(Signature of CEO/authorized signatory)

_____
Date

_____
(NAME OF APPLICANT OR LICENSEE)

SUBSCRIBED AND SWORN TO ME THIS _____ DAY OF

_____ OF, 20_____

_____
NOTARY PUBLIC

MY COMMISSION EXPIRES _____