SIXTH AMENDMENT TO THE TRIBAL-STATE COMPACT
FOR CLASS III GAMING BETWEEN
THE LUMMI NATION AND THE STATE OF WASHINGTON

INTRODUCTION

The LUMMI NATION (hereafter "Nation") and the STATE OF WASHINGTON (hereafter "State") entered into a Class III gaming compact (hereafter "Compact") on September 21, 1995, pursuant to the Indian Gaming Regulatory Act of 1988 (hereafter "IGRA"). At the request of the Nation, the Nation and State entered negotiations for further amendments to the Compact. The parties have reached an agreement on Compact amendments as set forth in this document. The parties believe the conduct of Class III gaming under the terms and conditions set forth below will, from a regulatory perspective, benefit the Nation and the State and protect members of the Nation and citizens of the State consistent with the objectives of IGRA.

COMPACT AMENDMENT

1. The Compact is amended throughout with the following replacements:

Replace each reference to Lummi Indian Gaming Commission with Lummi Tribal Gaming Commission.

All references to "facility" in the Compact are amended to reflect the addition of a second facility. Depending on the context, the term "facility" is replaced with "facilities" or, as appropriate, the phrase "the facility" is replaced with "a facility" or "each facility."

2. Compact Section II – J, K, and Z are amended to read as follows:

J. "Gaming Facility" or "Gaming Facilities" means the building or buildings or portions thereof in which Class III Gaming activities as authorized by this Compact are conducted on Lummi Nation Lands.

K. "Gaming Operation" means the enterprise or enterprises operated by the Nation on Lummi Nation Lands for the conduct of any form of Class III gaming in any gaming facility.

Z. "Nation" means the Lummi Indian Nation, its authorized officials, agents and representatives, to include federally or tribally chartered entities wholly-owned by the Nation.

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3. Compact Section II is amended to add the following definition:

LL. "Lummi Reservation" or "Lummi Indian Reservation" for the purposes of this Compact and all appendices and attachments thereto includes all "Lummi Nation Lands" as defined in Section II(AA) of this Compact.

4. Compact Section II, is amended to add the definition of "Pit" as follows and the prior definition of "Pit" in Appendix A, Section 1 is stricken:

MM. "Pit" means the area enclosed or encircled by an arrangement of gaming stations in which gaming facility personnel administer and supervise the games played at the tables by the patrons located on the outside perimeter of the area

5. Compact Section III – D, F and I are amended to read as follows:

D. Authorized Gaming Operation and ~~Facility~~Facilities. ~~1.~~ The Nation may establish one (1) Class III Gaming Operation and two (2) Gaming ~~facility~~ Facilities, to be located on Lummi Nation Lands for the operation of any Class III games authorized pursuant to this Compact. ~~The Nation shall give the State Gaming Agency at least sixty (60) days' notice of any intention to relocate its Class III gaming activities to another facility, and also shall provide the State Gaming Agency with a copy of any application that it may file to serve alcoholic beverages in its Class III gaming facility when such application is filed with the appropriate State licensing agency~~.

~~2. The facility authorized by this Compact shall be located on the Lummi Reservation. Should the tribe request to re-negotiate the location issue, such re-negotiations shall be conducted in accordance with 25 USC §2710 (d) and without prejudice to the State's rights under 25 USC §2719. Arbitration remedies contained in this compact shall not be applicable to any dispute arising from such re-negotiation.~~

E. Forms of Payment. All payment for wagers made in authorized forms of Class III gaming conducted by the Nation on its Lummi Nation Lands, including the purchase of chips or tokens, for use in wagering, shall be made by Cash, or Cash Equivalent. Cash payments for wagers made through near-field communication (NFC) devices, EMV or smart cards, or similar secure payment technologies may be utilized upon agreement between the Nation and the State Gaming Agency and documented in a Memorandum of Understanding. ~~Except for said use of credit cards, no credit shall be extended to any patron of the gaming facility for gaming activities.~~ No credit shall be extended to any patron of the Gaming Facilities for gaming activities except as authorized in this Compact and Appendices.

I. Hours of Operation. The Nation shall determine the hours of operation for each of its gaming facilities pursuant to Appendix X2, Section 16. ~~In recognition of the~~

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~~grandfathered status of the Nation's blackjack games, at all times the Nation may operate its grandfathered house-banked blackjack games at wager limits of up to one hundred dollars ($100) without limitation as to periods or hours of operation. Should the Nation choose to utilize wagering levels above the one hundred dollar ($100) grandfather limit for any of the grandfathered stations, those stations may operate for up to twenty (20) hours per day and one hundred forty (140) hours per week on an annualized basis. The Nation may conduct Class III gaming operations for up to one hundred and fifty-six (156) hours per week in its Class III gaming facility. The Lummi Indian Gaming Commission will provide to the State Gaming Agency and Whatcom County Authorities a schedule indicating the hours of operation of its Class III facility. PROVIDED, that upon twenty (20) days written notice to the Lummi Indian Gaming Commission and the State Gaming Agency, the Nation may, not more than three (3) times in its facility in any twelve (12) month period, conduct operations for up to one hundred and sixty (160) hours per week. This shall be accomplished only by shifting hours or portions of hours from other weeks and consequently reducing the corresponding period of operation during such weeks.~~

6. Compact Section IV. A is updated make existing information subsections 1. and adding subsection 2. As follows:

2. New Facility or Expansion of Existing Facility

Verification that the Compact and Code requirements have been met for any new or additional Gaming Facilities, or for expansion of an existing Gaming Facility shall be made by the Tribal Gaming Agency and State Gaming Agency. The Tribal Gaming Agency and State Gaming Agency shall meet as soon as practicable, but in any event, before construction begins of the new, or expansion of an existing, Gaming Facility, to discuss expectations and timelines, including the schedule for routine status meetings. The Tribal Gaming Agency and State Gaming Agency shall monitor the pre-operation requirements during the construction of the project, and each respective agency shall notify the other immediately of any non-compliance finding and work to resolve the issues throughout the project. A joint pre-operation inspection scheduled at least thirty (30) days prior to the scheduled opening to the public. If a Gaming Facility fails to meet the pre-operation requirements, the Tribal or State Gaming Agency must send a written and detailed non-compliance letter and report to the Nation and the Gaming Operation Manager within seven (7) business days before the scheduled opening to the public. after completion of the inspection. If the Tribal and State Gaming Agencies do not agree on whether a Gaming Facility meets the requirements, the agencies will meet within seven (7) business days from receipt of the non-compliance letter and work together to resolve concerns.

7. Compact Section XV – D(9) is added as follows:

9. If the Washington State Lottery approves a purchase price per ticket greater than that provided under this Compact, the Gaming Operation may increase its maximum wagers

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and purchase price for scratch tickets or On-Line Lottery Wagers to match the Washington State Lottery increase, provided that the State and Nation agree to incorporate into this Compact only the specific provisions and restrictions related to the purchase price, and such agreement will be documented into a memorandum of incorporation.

8. **Add Appendix E – Limitations on Wagers, Credit, and Facilities and Problem Gaming Resources, in the form attached to this Amendment in its entirety.**

9. **Add Appendix G – Electronic Table Games, in the form attached to this Amendment in its entirety.**

IN WITNESS WHEREOF, the Lummi Nation and the State of Washington have executed this Sixth Amendment to the Compact.

LUMMI NATION

BY: _____
ANTHONY HILLAIRE
Chairman

DATED: _____

STATE OF WASHINGTON

BY: _____
ROBERT FERGUSON
Governor

DATED: _____

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LUMMI NATION
and the
STATE OF WASHINGTON CLASS III GAMING COMPACT

APPENDIX E
LIMITATIONS ON WAGERS, CREDIT, AND FACILITIES AND PROBLEM GAMING RESOURCES

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1. **Introduction**

This Appendix contains the concessions, limitations, and agreements of the Nation and State with respect to the subject matter addressed herein. Where any provisions of this Appendix are inconsistent with another provision of the Compact and Appendices, the provisions of this Appendix shall govern unless and until they are subsequently amended pursuant to the processes set forth in the Compact. The Nation and State agree that, although the Compact and its appendices become effective upon publication of notice of approval by the Secretary of the Interior of the United States in the Federal Register in accordance with 25 U.S.C. § 2710(d)(3)(B). The Nation shall provide notice to the State if, as, and when implementation of Appendix E commences.

All terms not defined herein shall have the same definitions as in the Nation's Compact and its amendments and appendices.

2. **Wagering Limits – Gaming Stations**

Section III (H) is amended to add subsection 5. and 6. as follows:

5. High Limit Room

"High Limit Room" means a clearly identified area of the Gaming Facility separated by a permanent, physical barrier or a separate room in the Gaming Facility. "Permanent, physical barrier" includes a partial wall, fence or similar separation. Stanchions or similar movable barriers are not considered a permanent, physical barrier.

(a) The Gaming Operation may offer Gaming Station wager limits in the High Limit Room up to five thousand dollars ($5000).

(b) Access to the Gaming Stations in the High Limit Room will be subject to pre-screening qualifications and screening process set forth in a Memorandum of Understanding agreed upon by the State Gaming Agency and the Nation, as may be amended from time to time.

(c) No customers may participate in Gaming at Gaming Stations in the High Limit Room if they are known to the Gaming Operation to have a history of problem gambling or currently barred for self-exclusion, or known by the Gaming Operation as demonstrating significant characteristics associated with problem gambling.

(d) The Gaming Operation must follow the requirements of Title 31 U.S.C.

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6. High Limit Pits

"High Limit Pit" means a designated Pit in the Gaming Facility with Gaming Station wager limits higher than five hundred dollars ($500), subject to the requirements and limitations of this Appendix.

(a) The Gaming Operation will demarcate the High Limit Pit areas by including visible signage to indicate that patrons are entering a high wager area, and with visible signage on each table to indicate the minimum and maximum wagers for tables in that pit.

(b) The Gaming Operation may offer Gaming Station wager limits not to exceed one thousand dollars ($1,000) in the Gaming Facility's High Limit Pits.

(c) The exact mix of high wager gaming stations in the Gaming Operation shall be left to the Nation's discretion; however, no more than 25% of the gaming stations in operation in a Gaming Facility may offer wagers between $500 and $1,000 in the High Limit Pit(s), and the total number of gaming stations within the High Limit Room and in the High Limit Pit(s) combined will not exceed thirty-one (31) gaming stations.

(d) No customers may participate in Gaming in a High Limit Pit if they are identified by Gaming Operation personnel to have a history of problem gambling, or currently barred for self-exclusion, or identified by Gaming Operation personnel as demonstrating significant characteristics associated with problem gambling.

(e) The Gaming Operation must follow the requirements of Title 31 U.S.C.

3. **Extension of Credit**

3.1. Notwithstanding Section III.E of the Compact, the Gaming Operation may extend credit to patrons who seek an extension of credit and who meet the criteria set forth in credit procedures developed by the Gaming Operation. At a minimum, the credit procedures must specify:

3.1.1. All patrons requesting credit are required to submit a complete tribal credit application and be provided problem gambling information;

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3.1.2. The minimum and maximum amount any patron can request;

3.1.3. The process for review and verification of the credit application, which review process shall include, at a minimum, proof of identity, obtaining a credit report, gaming report unless this is the first casino credit for the patron (from Central Credit Inc. or similar provider that provides information on the patron's prior casino credit), and bank verification of accounts;

3.1.4. When a patron's credit application will be reviewed after initial application and preapproval;

3.1.5. Patrons will not be extended credit if known to the Gaming Operation to have a history of problem gambling, if actively barred for self-exclusion, or if the Gaming Operation's review of a credit report indicates the patron is proposing to make wagers beyond their means;

3.1.6. How each patron's credit application information is kept confidential and secure from unauthorized access, including who is authorized to access the credit application information;

3.1.7. Information about patrons requesting credit are not shared or used for marketing or promotional purposes with entities outside the Gaming Operation;

3.1.8. How the preapproval amount is determined to be consistent with their credit report the preapproval amount is documented, and the patron is notified;

3.1.9. The preapproval is granted by an employee that is independent of the patron;

3.1.10. The repayment and debt collection requirements and notification include:

3.1.10.1. Repayment timeframes not to exceed ninety (90) days from the day of extension of credit.

3.1.10.2. Any late payment fees, penalties, interest charges, or similar fees or charges, settlement process and reports, and prohibition of further credit extension with an unpaid balance.

3.1.10.3. Following applicable federal debt collection laws.

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3.2. The Tribal Gaming Agency shall forward to the State Gaming Agency a copy of approved credit procedures, and any changes to the credit procedures for review and concurrence prior to implementation per Section XI.A of the Compact.

4. **Wagering Limits – Player Terminals.**

4.1 Section 3.2.1(b) of Appendix X2 is amended as to read as follows:

(b) All Scratch Tickets in a particular Game Set shall be of the same purchase price. ~~;which shall not exceed $5.00, with the exception that up to 15 percent of the Player Terminals in operation may have purchase prices of up to $20.00 per Ticket.~~ The purchase price for a single ticket may not exceed $30.00, provided that tickets with a purchase price over $20.00 must have a minimum wager of no less than $5.00 and the minimum and maximum wagers must be visibly displayed on such machines. A single Ticket may offer an opportunity to enter another Game Set;

4.2 Section 4.1.4 of Appendix X2 is amended as to read as follows:

4.1.4 Each On-line Lottery Game may offer more than one method of winning a prize, and each method may be represented by a separate wager, but each wager may not exceed ~~$20.00~~ $30.00. Wagers are deducted from the Game Play Credits displayed on the Player Terminal.

4.3 Section 7.1.10 of Appendix X2 is amended in its entirety to read as follows:

7.1.10 Other Reports. Revenue reports for the Tribal Lottery System must be made and maintained on a confidential and secure basis which, at a minimum on a daily and monthly basis, provides the amount of cash removed or dropped from Player Terminals.

5. **Facility Limits – Gaming Stations and Player Terminals.**

5.1. Section III(G) is amended to add subsection 6 as follows:

6. Increased Gaming Station Limit.

(a) The maximum number of Gaming Stations within the Gaming Facilities combined shall not exceed a total of one hundred twenty-five (125) Gaming Stations. The Nation, in its sole discretion, shall determine the allocation of the 125 Gaming Stations between the Gaming Facilities.

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(b) The calculation of Gaming Stations related to Electronic Table Games is specified in Appendix G.

(c) The Nation must obtain a transfer of a Gaming Station authorization from another tribe which has entered into a compact with the State for the operation and use of Gaming Stations beyond sixty (60) in total for all Gaming Facilities. The transfer of a Gaming Station authorization from another tribe shall be effectuated through the use of an agreement. The Nation may not utilize the ability to operate a Gaming Station that is acquired from another tribe until it completes delivery to the State Gaming Agency of documentation confirming the tribe transferring the Gaming Stations, number of Gaming Stations transferred, and start and end date of the transfer.

5.2. Section 12.2.1 of Appendix X2 is amended to read as follows:

Subject to Section 12.4 below, the Nation may operate no more than a combined Player Terminal total ("Total Operating Ceiling") of 3,000 Player Terminals in its Gaming Facilities. It is also agreed that upon the effective date of this Appendix, the Total Operating Ceiling for the Muckleshoot Tribe, Tulalip Tribes, and Puyallup Tribe shall be 3,500 for each of those three tribes until the third anniversary of the effective date of this Appendix, at which time it shall increase to 4,000 for each of those same three tribes. It is further agreed that the Nation shall not be entitled as a matter of right to an increase in its Total Operating Ceiling based on the fact that the Muckleshoot Tribe, the Tulalip Tribes, and the Puyallup Tribe are entitled under this Appendix to operate up to the separate, higher Total Operating Ceiling(s) established specifically for them in this Appendix.

6. **Responsible Gambling**

The Nation and State Gaming Agency recognize the importance of responsible gambling as part of the shared responsibility to protect the health, welfare, and safety of the citizens of the Nation and of the State. As part of that responsibility, the Nation agrees to:

6.1. Provide complimentary, on-site space for responsible gambling resources and information; and

6.2. Policy. Create and maintain a responsible gambling policy that, at a minimum, outlines their commitment to responsible gambling, player protection, and mitigating gambling related harms. The policy shall include information about how and where to seek treatment; national or local hotline numbers; a description of self-imposed limits offered by the Gaming Operation, if any; the process for self-exclusion/barring; and preventing underage individuals from entering the Gaming Facility.

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6.3. Training. Provide annual training and education for all Gaming Employees to cover how to identify problem gamblers, how to provide assistance when asked, the self-exclusion/barring process, and where to direct patrons to find resources. For management, additional training shall cover underage gambling prevention; unattended children; the self-exclusion/barring process and how to initiate the process; and the increased risk of gambling harms that Gaming Employees may face.

6.4. Self-Exclusion. The Nation shall:

a. Provide the self-exclusion process for patrons to self-exclude/bar themselves from the Gaming Facility and make that process available on the Gaming Facility's website and Player Account applications.
b. Provide local resources and a toll-free number to a patron who self-excludes/bars so they can seek further assistance.
c. Immediately remove a patron who self-excludes/bars from mailing lists and promotional and marketing materials, and they will be denied all complimentary items while excluded/barred.
d. Consider participating in the State Gaming Agency's statewide self-exclusion program.

6.5. Commitment to Responsible Gambling.

a. Each cashier station, entrance/exit, Gaming Station, Player Terminal, Kiosk, ETG Terminal, Mobile Sports Wagering application and Sports Wagering Kiosk shall display educational and informational materials that aim at the prevention of problem gambling, a toll-free helpline number, and specify where to find problem gambling assistance. Any link to the Nation's responsible gaming policy in 1. above shall be consistent with the information posted on the Gaming Facility's website and in a method determined by the Nation.
b. Include a responsible gambling message and toll-free hotline number on Class III advertising, marketing, and promotional materials.
c. Provide recipients of Class III advertising, marketing, and promotional materials with the ability to opt out of email, direct messaging, SMS marketing at any time.

6.6. Class III Gaming website information. The Nation shall, within 3 clicks from the main website, make the following responsible gaming and problem gambling information available on the Class III Gaming Facility website:

a. The responsible gaming policy outlined in 1. above,
b. A toll-free problem gambling hotline number,
c. Problem gambling resources,
d. Responsible Gaming information,
e. The Gaming Operations self-barring/exclusion process, and
f. On-line application/form to start the self-barring/exclusion process.

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6.7. Self-Imposed Limits.
Within 5 years, or as soon as feasible thereafter, implement an interactive responsible gambling application or program for players such Gambling application or program may be separate and need not be integrated into the authorized Class III Gaming activities and other Gaming activities.

6.8. The Nation shall annually certify to the State Gaming Agency in writing compliance with 6.1-6.7 above by December 31 of each year.

6.9. Consider additional ways to address problem gambling behaviors of patrons of the Gaming Facility in future negotiations.

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APPENDIX G
ELECTRONIC TABLE GAMES

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SECTION 1. CONDITIONS AND LIMITATIONS

This Appendix contains the interrelated concessions, limitations, and agreement of the Nation and State with respect to the subject matter addressed herein. Provisions of the Compact and appendices, as amended (together, the "Compact"), that are not addressed in this Appendix remain in full force and effect, unless and until they are subsequently amended pursuant to the processes set forth in the Compact. This Appendix contains interdependent conditions and consequences that must be accepted as a whole in order to adopt this Appendix.

The Nation and State agree that the Compact and its appendices become effective upon publication of notice of approval by the Secretary of the Interior of the United States in the Federal Register in accordance with 25 U.S.C. § 2710(d)(3)(B). The Nation shall provide at least ten (10) days' advance notice to the State prior to implementation of this Appendix.

Any provisions of the Compact and Appendices that do not conflict with these standards shall apply to Electronic Table Games. To the extent they do not conflict, existing Internal Controls, game rules, and similar documents in effect as of the date of the publication of the Sixth Amendment remain in full force and effect unless and until they are subsequently modified pursuant to the process set forth in the Compact.

SECTION 2. DEFINITIONS

The following terms apply to this Appendix. All capitalized terms not defined herein, to the extent they do not conflict, shall have the same definitions as in the Compact.

"Component" means Electronic Table Game Terminals, any dealer interface, the Electronic Wagering System, and hardware, software, and servers that function collectively to simulate table game operations and are necessary to operate the Electronic Table Game System.

"Communal Shoe" means a randomly shuffled and dealt deck or decks of cards, whether physical or electronic, that removes each card played until the round of play is completed according to the approved game rules.

"Electronic Table Game" or "ETG" means an electronic version of a Class III table game.

"Electronic Table Game System" or "ETG System" means a system that utilizes electronics in connection with the generation, collection, storage, and communication of game outcome, accounting, and significant event data, including all Components thereof, to operate Electronic Table Games.

"Electronic Table Game Terminal" or "ETG Terminal" means a computer housed in a cabinet with input device(s) and video screen(s) where a player may play Electronic Table Games.

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"Electronic Wagering System" means a Component of the ETG System that includes a computer or server and any related hardware, software or other device that facilitates patron play at an Electronic Table Game.

SECTION 3. AUTHORIZATION

3.1 The ETG System must be honest, fair, secure, reliable, auditable, and compliant with the Compact and the standards contained in this Appendix and any related MOU.

3.2 System Conditions. An ETG System is authorized when the ETG System does not allow a patron to play a device prohibited by RCW 9.46.0233(1)(b) and RCW 67.70.040(1)(a) ("Play Against the Machine"). An ETG System does not allow Play Against the Machine when:

3.2.1 there is a human dealer involved in the play of the ETG ("Dealer Controlled"); or

3.2.2 the play of the ETG does not involve a human dealer, and the ETG System is configured for play between two or more patrons against the same roll of dice or spin of the wheel, or a Communal Shoe of electronic cards ("Non-Dealer Controlled"); however, only one patron is needed to initiate game play; or

3.2.3 it is a hybrid of Dealer Controlled and Non-Dealer Controlled, provided that any ETG played as Dealer Controlled follows applicable Dealer-Controlled standards set forth in this Appendix and any ETG offered as Non-Dealer Controlled follows applicable Non-Dealer Controlled standards set forth in this Appendix.

3.3 Specific Games

3.3.1 The Nation may offer for play an ETG version of any Class III table game approved in Compact Section III.A. Pay table or odds offered on an ETG shall be consistent with game rules as approved in Section XI.B.4 ETG game rules must be displayed on each ETG Terminal.

3.3.2 An ETG Terminal may allow for play any other Class III activity as authorized under the Compact and Appendices, other than the Tribal Lottery System or any Gaming activity with a limited allocation.

3.3.3 Concurrent play. Patrons may play more than one ETG concurrently using a single ETG Terminal under the following requirements:

a. An ETG Terminal must display clear information about each ETG available for play and such information must be available to a patron without the patron first placing a wager.

b. An ETG Terminal must display each ETG selected for play by the patron.

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c. An ETG Terminal must display the decisions and outcomes of play for each ETG selected by the patron.

d. An ETG may not be added to or removed from an ETG Terminal in use by a patron.

3.4 Wager Limits. Wager limits for ETGs shall not exceed $500.

3.5 Electronic Wagering System. An ETG shall be activated with an Electronic Wagering System that meets the standards described in Section 5.1.2. An ETG Terminal shall not issue coin or U.S. currency at the conclusion of a patron's play.

SECTION 4. NUMBER OF GAMING STATIONS

Every nine (9) ETG Terminals shall constitute one Gaming Station. If the number of ETG Terminals put into play is not perfectly divisible by nine (9), then any remainder less than nine (9) will constitute a Gaming Station. For example, if ten (10) ETG Terminals are in operation, it will constitute two (2) Gaming Stations.

SECTION 5. OPERATION AND REPORTING REQUIREMENTS

5.1. Standards for Operation.

5.1.1 Any ETG must comply with the standards established by this Appendix and any applicable provision of the Compact, and must meet or exceed all applicable standards of Gaming Laboratories International's Standards GLI-24 (Electronic Table Game Systems) ("GLI-24") and GLI-25 (Dealer Controlled Electronic Table Games), as amended or modified. Any standards that contemplate features or functionalities of an ETG System that conflict with Section 3 of this Appendix are not applicable, and such features or functionalities are prohibited.

5.1.2 Any Electronic Wagering System must meet or exceed Gaming Laboratories International's Standard GLI-16 (Cashless Systems in Casinos), the standards established by this Appendix, any applicable provision of the Compact, including Cashless Transaction System as defined in Appendix X2, and any related MOU. Provided, any "Cashless Systems in Casinos" that would add money to or take money from a patron's account without a cashier or kiosk would require negotiations in Section XV.D.

5.1.3 The Tribal Gaming Agency and the State Gaming Agency may mutually agree in writing to alternative standards for any ETG System authorized in Section 3 in lieu of the GLI standards described in Sections 5.1.1 and 5.1.2 above that maintain the integrity and security of the ETG System.

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5.2. Internal controls. Prior to offering ETGs for play, the Nation must implement Internal Controls as minimum operating standards to govern the operation and management of the ETG System.

5.2.1 Initial Internal Controls. The Tribal Gaming Agency shall forward to the State Gaming Agency its initial Internal Controls for ETG Systems for review and concurrence in accordance with Compact Section XI.A.

5.2.2 Minimum Requirements. The Internal Controls will address the following, at a minimum:

a. Description of Gaming Employees who perform essential functions, supervisory authority, handling payouts on winning vouchers.

b. User access controls for ETG personnel;

c. Segregation of duties;

d. Procedures for receiving, investigation and responding to patron complaints;

e. Accounting and audit procedures;

f. Procedures to ensure the physical security of the ETG Systems, including key controls and Closed Surveillance System coverage;

g. Procedures to ensure the integrity and security of all sensitive data and software;

h. Procedures to ensure that access to sensitive data and software is limited to appropriate personnel;

i. Procedures to ensure accurate accounting of wagers and payouts;

j. Procedures to ensure the logging of the events and the availability of records to permit an effective audit of the conduct of the ETG System and the reporting of revenue;

k. All existing Internal Controls are updated, as necessary, to ensure there are no conflicts with any Internal Controls governing ETG Systems; and

l. Any other internal controls deemed necessary by the State Gaming Agency and Tribal Gaming Agency.

5.3. Required Reports. Reports necessary to record information as deemed necessary by the Tribal Gaming Agency or as required by Internal Controls must be generated. These reports may include, but are not limited to, all applicable reports as outlined in Section 2.21 of GLI-24.

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5.4. Training. A manufacturer's prototype (e.g., test cart) of the version of the ETG System that will be installed at the Gaming Facility will be delivered to the State Gaming Agency for training purposes prior to field testing. The State Gaming Agency will collaborate with the Tribal Gaming Agency to provide additional training opportunities related to ETG Systems. The Tribal Gaming Agency and the State Gaming Agency may mutually agree to an alternative to a prototype.

SECTION 6. APPROVAL OF ELECTRONIC TABLE GAME SYSTEMS

6.1. Purpose. The general purpose of testing an ETG System pursuant to this Section 6 is to determine the compliance of the ETG System with this Appendix and any applicable MOU(s).

6.2. Independent Test Laboratory (ITL) Testing for ETG System, Upgrades, and New Equipment; Modifications.

6.2.1 ITL Requirement. Each new or upgraded ETG System may be offered for play only if it has been tested and certified as meeting the applicable standards of this Appendix and any related MOU by an ITL selected by the Nation from SGA's approved ITL list.

6.2.2 ITL Reports and Certification. At the conclusion of testing, the ITL shall provide to the Tribal Gaming Agency and the State Gaming Agency its certification and supporting documentation. If the ITL provides sufficient documentation that the ETG System or relevant Component has been tested and certified by that ITL in any other jurisdiction and it meets the requirements of this Appendix, without any subsequent modifications, that shall be sufficient to satisfy this requirement.

6.2.3 Modifications. No substantive modification to any ETG System may be made after testing, certification, and approval without certification of the modification by an ITL. The following modifications are not considered substantive and do not require ITL certification or notification to the State Gaming Agency: (a) changes to content not related to any regulated feature; (b) adding or removing users; (c) any system configuration changes that have no impact on the accuracy of report information including gaming revenue; and (d) minor modifications to hardware.

6.3. Field Testing for ETG Systems.

6.3.1 A new ETG System may only be offered for play subject to field testing at the Nation's Gaming Facility as described below.

6.3.2 The terms, conditions, criteria, and objectives for each ETG System to be field tested must be jointly agreed to by TGA and SGA in writing prior to field testing and must include at least:

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a. The requirements and standards that must be met to determine successful field testing.

b. The number of ETG Terminals to be included in the field test.

c. The demarcation of the testing area of the gaming floor and necessary signage.

d. The appropriate length of the testing period.

e. Identification of who will receive updates, how the updates will be sent, and when they will be sent.

6.3.3 Approval.

a. After a minimum of thirty (30) days of active operation of field testing free of substantial errors, the Tribal Gaming Agency and State Gaming Agency may end field testing and approve the ETG System if the final joint field testing report provides, at a minimum, the details of testing, any issues identified, the resolution of those issues, and overall performance and compliance of the ETG System with applicable standards.

b. The ETG System shall be deemed approved after ninety (90) days of active operation unless disapproved in writing by the Tribal Gaming Agency or State Gaming Agency detailing the reasons for disapproval.

c. Field testing may be suspended by the Tribal Gaming Agency, State Gaming Agency, or the manufacturer at any time for non-compliance. Once the Tribal Gaming Agency and State Gaming Agency agree the non-compliance issue is resolved, field testing may resume.

6.4. Implementation of Approved ETG by another tribe. The Nation may conduct their own field testing period as outlined above or, once field testing is completed for another tribe, the Nation may rely on that testing for approval when its ETG System is the same and configured in the same way.

SECTION 8. PROBLEM AND RESPONSIBLE GAMING

Commitment to Responsible Gaming. The Nation and State Gaming Agency recognize the importance of responsible gambling as part of the shared responsibility to protect the health, welfare, and safety of the citizens of the Nation and of the State. In addition to the requirements of Appendix S, Section 8, the Nation agrees to display a commitment to responsible gambling and a link to the Gaming Operation's responsible gambling policy on each ETG Terminal.

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SECTION 9. ANTI-MONEY LAUNDERING

The Nation's Internal Controls will describe how the Nation will comply with applicable federal requirements including requirements imposed by the Federal Trade Commission (FTC), Office of the Comptroller of the Currency (OCC), Financial Crimes Enforcement Network (FinCEN), Consumer Financial Protection Bureau (CFPB), Office of Foreign Assets Control (OFAC) and the US Department of Treasury.

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