

**Memorandum of Understanding between the  
Isle of Man Gambling Supervision Commission  
and the Estonian Tax and Custom Board**

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## **Introduction**

1. This Memorandum of Understanding ("MoU") establishes a framework for cooperation and information sharing between the Isle of Man Gambling Supervision Commission (the "GSC") and Estonian Tax and Custom Board collectively referred to as (the "Parties") throughout this document.
2. It sets out the broad principles of collaboration and the legal framework governing the sharing of relevant information (*including intelligence*) between the Parties.
3. The shared aims of this MoU are to enable closer working between the Parties, including the exchange of relevant information, to assist them in discharging their respective regulatory functions and duties.
4. The MoU is a statement of intent that does not create any legally binding obligations, confer any rights, or supersede domestic laws and regulations.
5. This MoU is not intended to:
  - a) restrict the exercise or discretion which the applicable law requires or allows the Parties to exercise.
  - b) create any legitimate expectation that the Parties will do any act or will refrain from doing any act; or
  - c) prevent the Parties from complying with any law which applies to them, for example, applicable statutory or procedural restrictions on disclosure or obligations under applicable data protection legislation in force.
6. The Parties have determined that they do not exchange sufficient quantities of personal data to warrant entering into a separate data sharing agreement, but this will be kept under review.
7. This MoU sets out a legal basis for information sharing, but it is for each party to determine for themselves that any proposed disclosure is compliant with the applicable law.

## **Functions and powers of the Isle of Man Gambling Supervision Commission**

8. The Isle of Man GSC is an independent Statutory Board of the Isle of Man Government. The Board of the GSC comprises of independent members of the public appointed by the Isle of Man Treasury.
9. The GSC oversees the licensing and regulation of all online and land-based gambling operations on the Island and the licensing and regulating of the Isle of Man medicinal cannabis sector.
10. The GSC's powers to licence and regulate specifically online gambling hosted by Isle of Man registered companies apart from spread betting, come from the Gambling Supervision Act 2010 (the "GSA"), the Online Gambling Regulation Act 2001 ("OGRA"), the Gambling (Anti-Money Laundering and Countering the Financing of Terrorism) Act

2018 ("AML/CFT") and respective secondary legislation, collectively referred to as the ("Isle of Man Gambling Acts"). A number of offences are provided for under the Gambling Acts, for which the GSC has the power to investigate and (if appropriate) instigate criminal proceedings as well as impose regulatory sanctions.

11. In relation to the gambling sector, the GSC has three core regulatory objectives as set out in section 5 of the GSA, which are: -
  - a) Ensuring that gambling is conducted in a fair and open way.
  - b) Protecting children and other vulnerable persons from being harmed or exploited by gambling.
  - c) Preventing gambling from being a source of crime or disorder; associated with crime or disorder; or used to support crime.
12. In support of these specific objectives, the key functions of the GSC are: -
  - a) to issue new operating licenses under the various Isle of Man Gambling Acts to organisations and individuals who are providing facilities for gambling.
  - b) To investigate the character and financial status of any person applying for or holding any licence or otherwise concerned with the operation of any online gambling conducted in the Island.
  - c) to impose licence conditions on the provision and management of gambling facilities.
  - d) to monitor compliance with the regulatory requirements of all licensees through its compliance work.
  - e) to investigate breaches of licence conditions and take regulatory action where appropriate.
  - f) to investigate and instigate criminal proceedings or impose civil penalties in response to illegal gambling and other offences committed under the Isle of Man Gambling Acts.

### **Functions and powers of the Estonian Tax and Custom Board**

13. By Estonian Gambling Act supervision over the organisation of gambling in Estonia is exercised by the Tax and Customs Board.

Among other things, the duties of the Estonian Tax and Custom Board include:

  - a) to issue new activity licenses and operating permits to companies who wish to offer gambling services under Estonian licenses.
  - b) to investigate the character and financial status of companies applying for or holding Estonian gambling licence.
  - c) to monitor compliance with the regulatory requirements of all licensees through its compliance work.
  - d) to investigate breaches of licence conditions and take regulatory action where appropriate.
  - e) to investigate and impose civil penalties in response to illegal gambling and other offences committed under Estonian Gambling Act.

## **Scope and general provisions**

14. The delivery of online gambling services is increasingly global in nature with operational infrastructure (including cloud and other technology services), management control, and other core services increasingly dispersed. This amplifies the need for international regulatory cooperation to match the sophistication of global gambling commercial operations.
15. The Parties will, where appropriate and on a case-by-case basis:
  - a) Promote a common understanding of, and co-operation between, both Parties in support of their functions.
  - b) Share information effectively in support of their functions and responsibilities.
  - c) Engage on matters of mutual policy and operational interest; and
  - d) Provide operational assistance to each other.
16. The Parties recognise the importance of communication in respect of gambling operators<sup>1</sup>, and may communicate on a case-by-case basis, when appropriate regarding:
  - a) General policy and supervisory issues, including with respect to regulatory, oversight or other program developments.
  - b) Issues relevant to the operations, activities, and regulation of applicable gambling operators.
  - c) other areas of mutual supervisory interest, such as anti-money laundering (AML), counter terrorist financing (CTF) or proliferation financing (PF); and
  - d) mutual assistance in obtaining betting, gaming and other transactional data where cross border technical or platform architecture spans more than one jurisdiction or transactional data is based in one jurisdiction or another.
17. Cooperation may be most useful in, but is not limited to, the following circumstances where issues of common regulatory interest may arise:
  - a) the initial application with a Party for licensing. For the avoidance of doubt, each Party will make its own decision on licensing in line with its statutory objectives. The MoU does not include arrangements for passporting.
  - b) the on-going supervisory oversight of gambling operators; including, but not limited to material changes in management, financial standing, changes to business plans and material changes to technology architecture.
  - c) regulatory approvals or enforcement action taken in relation to a gambling operator by one Party that may impact the operations of the entity in the jurisdiction of the other Party. The Parties recognise that there will be no fettering of approach or involvement in the regulatory outcome chosen.

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<sup>1</sup> For the purposes of this document, the term gambling operator is taken to mean a corporate entity or an individual that holds a licence or is otherwise approved by either of the Parties under their respective gambling laws.

18. Each Party will, where such information is known and accessible to the Party and can be lawfully shared, share information with the other Party as soon as practicable, and in line with the regulatory process of each Party, of:

- a) any known material event that could have a significant adverse impact on a gambling operator; and
- b) enforcement or regulatory actions or sanctions, including the revocation, suspension or modification of relevant licenses or registration, concerning or related to a gambling operator which may have, in its reasonable opinion, material effect on the gambling operator.

19. The information provided may only be used for the purposes stated in the initial request.

20. The Requesting Party may request, in writing, permission to use the information provided for a purpose not stated in the initial request. Such request must be in writing and fully explained and will be determined on a case-by-case basis.

### **Purpose of information sharing**

21. The purpose of the MoU is to enable the Parties to share relevant information which enhances their ability to discharge their respective functions and does not provide the legal basis to share personal information between the parties.

22. If personal data is to be disclosed, it should be considered on a case-by-case basis and seek relevant advice from the data protection team.

23. This MoU should not be interpreted as imposing a requirement on either party to disclose information in circumstances where doing so would breach their statutory responsibilities. Each party must ensure that any disclosure of personal data pursuant to these arrangements fully complies with their respective data protection legislation.

24. Subject to any legal restrictions on the disclosure of information (whether imposed by statute or otherwise) and at their discretion, the Parties agree that they will alert each other to any potential breaches of any relevant legislation, within the context of this relationship, discovered whilst undertaking their respective duties, and provide relevant and necessary supporting information.

25. Subject to any legal restrictions on the disclosure of information (whether imposed by statute or otherwise) and at their discretion, the Parties will:

- a) Communicate regularly to discuss matters of mutual interest (this may involve participating in multi-agency groups to address common issues and threats); and
- b) Consult one another on any issues which might have significant implications for the other organisation.

26. The Parties will comply with the general laws they are subject to, including, but not limited to, local data protection laws; the maintenance of any prescribed documentation and policies; and comply with any governance requirements in particular relating to security and retention, and process personal data in accordance with the statutory rights of individuals.

## **Information sharing**

27. In addition to the above, the Parties will exchange information on relevant issues of interest to the extent permitted by law, and as relevant to the performance of their respective functions. This may include but is not limited to:
- a) information about investigations and notifying the other Party about any relevant action taken against a person or corporate entity by one Party which may be relevant to the functions of the other Party.
  - b) information held by either Party about fraud/criminal or any other activity that might cast doubt on the fitness and propriety of an individual or corporate entity associated with a gambling operator in their respective jurisdiction.
  - c) information or intelligence held which indicates that there may be a failure of a gambling operator's governance or culture (including the implementation or effectiveness of its systems and controls);
  - d) information or intelligence held relating to a gambling operator's suitability to carry on the licensed activities and their compliance with conditions imposed on their operating license; and / or
  - e) information or intelligence held relating to the provision of unlicensed gambling facilities to customers in either Party's jurisdiction, where relevant.
28. The Parties may share information proactively or on request from each other in writing. Any request for information will include the details set out in the Method of Exchange section.
29. The Parties may consult and co-ordinate in respect of investigations, reviews, calls for evidence and recommendations directed towards both Parties, where appropriate.
30. The Parties will endeavour to consult each other at an early stage in relation to policy deliberations which may have a material effect on the other's objectives.

## **Method of exchange**

31. Requests for the provision of information or other assistance will normally be made in writing or made orally in the first instance if the request is time sensitive by the requesting Party and agreeing a mutually agreeable timeframe within which to respond.
32. To facilitate assistance, the requesting Party should specify the following:
- a) the information or other assistance requested (specific questions to be asked etc.).
  - b) if information is provided by the requesting Party for confirmation or verification, the information and the kind of confirmation or verification sought.
  - c) the purpose for which the information or other assistance is sought.
  - d) how the information will assist that Party in the performance of their functions and how it will be used, including details of any likely onward disclosure by the requesting Party, and the purpose such disclosure would serve.
  - e) if the request for assistance is for the purpose of actual or possible enforcement action, the matters set out in paragraph 33.



- f) any other matters specified by the requesting Party and by the applicable laws, regulations and requirements in relation to the requesting Party.
  - g) if the matter is urgent; and
  - h) the desired time for reply.
33. If a request for assistance as described in this MoU relates to an actual or possible enforcement action, the following further details should be contained in the request:
- a) a description of the conduct or suspected conduct which gives rise to the request.
  - b) details of the applicable law, regulation or requirement to the administration of which the request is relevant.
  - c) the link between the specified rule or law and the regulatory functions of the requesting Party.
  - d) the relevance of the requested assistance to the specified rule or law; and
  - e) whether it is desired that, to the extent permitted by the laws applying to the requested Party, any persons from the country of the requesting Party should be present during interviews which form part of an investigation, and whether it is desired that such persons should be permitted to participate in the questioning.
34. Appropriate security measures shall be agreed to protect information transfers in accordance with the sensitivity of the information and any classification that is applied by the sender.
35. Where protective marking systems are used, the Parties shall agree common marking and handling guidelines.
36. Where one Party has received information from the other Party, it will consult with and seek the approval of the other Party before passing the information to a third party or using the information in an enforcement proceeding, court case or sports disciplinary proceeding.
37. Where confidential material obtained from, or shared by, the originating Party is wrongfully disclosed by the receiving Party, the receiving Party will bring this to the attention of the originating Party without delay. This is in addition to obligations to report a personal data breach under the General Data Protection Regulation where personal data is contained in the information disclosed.

### **Legal basis for sharing information**

38. This MoU is made in accordance with the Data Protection Act 2018 (DPA 2018) incorporating Regulation (EU) 2016/679 (General Data Protection Regulation), as it applies in each Party's jurisdiction.

### **Information shared by the GSC with Estonian Tax and Custom Board**

39. Subject to any disclosure restrictions applicable as set out in the Gambling Supervision Act 2010 (GSA), the GSC may disclose confidential information to Estonian Tax and Custom Board to facilitate the carrying out of a public function of the GSC and is permitted by:

- a) Section 6 of the GSA allows the GSC, in relation to its gambling functions, to enter into an agreement with a gambling regulatory authority for the purpose of providing mutual assistance between the Parties in regulating, supervising or controlling gambling.
- b) Paragraph 2(1)(a) of Schedule 2 to the GSA provides for the disclosure of information for the purposes of disclosure of information — (a) with a view to the institution of criminal proceedings in the Island or elsewhere.
- c) Paragraph 5(1) of Schedule 2 to the GSA provides for the disclosure of information to a gambling regulatory authority pursuant to an agreement under that section, or for the purpose of enabling it to exercise functions corresponding to any of the GSC's functions under any of the Gambling Acts.
- d) Where the GSC discloses confidential information to Estonian Tax and Custom Board, the Estonian Tax and Custom Board will continue to be bound by the statutory confidentiality regime in the GSA. Disclosure of information other than in accordance with GSA may constitute a criminal offence.

#### Information shared by the "Estonian Tax and Custom Board" with the GSC

- 40. The Estonian Tax and Customs Board exchanges data to the extent agreed in the MoU in accordance with the Estonian Taxation Act and GDPR.

#### **Public communications**

- 41. Whenever possible the Parties will seek to coordinate and agree their respective approaches and statements in advance before making any public communications. In most cases, such coordination will be facilitated between mutually agreed points of contact in conjunction with Press Officers but may be escalated as appropriate.
- 42. In deciding whether to publish any information regarding its investigations, the Parties will act in accordance with the relevant law in their jurisdiction.
- 43. The Parties will seek to cooperate closely before making public communications about any investigation where the other is providing assistance or might otherwise be involved or have an interest to ensure that such communications are as accurate and consistent as possible, whilst also recognising that it would generally be inappropriate for either the Parties to comment on one another's investigations.

#### **Confidentiality and Data Protection**

- 44. The Parties will keep any non-public information received under this MoU, including the fact of requests and information contained therein confidential and will not onward disclose it without the consent of the other, unless required by law. In such a case, the Parties will use all reasonable endeavours to notify the other prior to complying or assert such appropriate legal exemptions or privileges as may be applicable.



45. The Parties will ensure that any processing (including disclosure) of personal data pursuant to these arrangements fully complies with both the terms of their respective data sharing regimes.

#### **Publication schemes under the Freedom of Information Act**

46. If either of the Parties receive a request for information under the Freedom of Information Act in force in their jurisdiction that involves disclosing information that has been provided by the other, it will notify the other, to allow it the opportunity to make representations on the potential impact of the disclosure.

#### **Duration and review of the MoU**

47. The Parties will monitor the operation of this MoU and will review it biennially.  
48. Any minor changes to this MoU identified between reviews may be agreed in writing between the Parties.  
49. Any issues arising in relation to this MoU will be notified to the key contact for each organisation.

#### **Contact details of the Parties**

50. Information request will be sent following addresses:

##### Isle of Man Gambling Supervision Commission

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

Or email to [DPO-GSC@gov.im](mailto:DPO-GSC@gov.im)

##### Estonian Tax and Customs Board

Lõõtsa 8a, 15176 TALLINN

Or e-mail to [hasart@emta.ee](mailto:hasart@emta.ee).


## Signatories

The signatories will be responsible for managing this MoU and will maintain an open dialogue between each other to ensure that the MoU remains effective and fit for purpose.

They will also seek to identify any difficulties in the working relationship, and proactively seek to minimise the same.

The Agreement shall come into force on the date of the most recent signature.

**On behalf of the Isle of Man Gambling Supervision Commission, being duly authorised**

Signed .....  .....

Name: Mark Rutherford

Position: Chief Executive

Date ..... 18<sup>th</sup> February 2025 .....

**On behalf of the Estonian Tax and Custom Board, being duly authorised**

Signed  .....

Name: Raigo Uukkivi

Position: Director

Date ..... 07.04.2025 .....