



July 7, 2022

VIA EMAIL

Gregory A. Smith
Hobbs Straus Dean & Walker
1899 L Street N.W.
Suite 1200
Washington, D.C. 20036

Re: Review of IGT Customer Agreement

Dear Mr. Smith:

This letter responds to your June 21, 2022 request on behalf of your client, the Catawba Indian Nation, for the National Indian Gaming Commission's Office of General Counsel review of the *IGT Customer Agreement* between the Nation and IGT. Specifically, the Nation seeks a legal advisory opinion addressing whether the agreement constitutes a management contract, requiring the NIGC Chairman's approval under the Indian Gaming Regulatory Act, and whether the agreement violates IGRA's mandate that a tribe have the sole proprietary interest in its gaming activity.

The following submission was considered:

- IGT Customer Agreement ("Catawba Sports Betting Customer Agreement, Rev. 2022.01.12 v2"), which includes:
 - Attachment for Sports Betting ("Catawba Sports Betting Attachment, Template 2-16-22 v23")
 - Exhibit A Statement of Work, and
 - Exhibit B Data Processing Agreement
 - Attachment 1 Processing Activities;
 - Attachment for Trading Services ("Catawba Trading Support Services Attachment, Template 9.14.21")
 - Exhibit A Permitted Brands and URLs (blank),
 - Exhibit B Trading Support Services and Betting Data,
 - Exhibit C Official Betting Rules and Regulations (blank),
 - Exhibit C-1 NBA Official Betting Data Rules and Regulations, and

Letter to Gregory A. Smith
Re: Review of IGT Customer Agreement
July 6, 2022
Page 2 of 2

- Sportsradar, Betting Operator Undertaking Relating to UEFA Matches and Competitions.

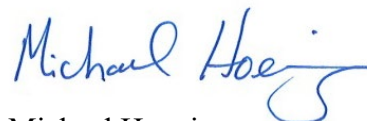
The agreement contains terms similar to other IGT Sports Betting agreements the Office of General Counsel has reviewed, analyzed, and issued opinions for, which are available on the NIGC website. Applying the same analysis here, it is my opinion that the agreement is not a management contract and does not require the Chairman's approval. Nor, in my opinion, does the agreement violate IGRA's sole proprietary interest mandate.

It is my understanding that the agreement is represented to be in substantially final form with respect to terms affecting this opinion. If it changes in any material way, this opinion shall not apply. Further, this opinion is limited to the agreement listed above and does not include or extend to any other agreements or documents not submitted for review.

Please note that it is my intent to release this letter to the public through the NIGC's website. If your client has any objection to this disclosure, please provide a written statement explaining the grounds for the objection and highlighting the information that your client believes should be withheld. *See* 25 C.F.R. § 517.7(c). If your client objects on the grounds that the information qualifies as confidential commercial information subject to withholding under Exemption Four of the Freedom of Information Act (FOIA), 5 U.S.C. § 552(b)(4), please be advised that any withholding should be analyzed under the standard set forth in *Food Marketing Institute v. Argus Leader Media*, 139 S.Ct. 2356 (2019). Please support any claim of confidentiality with "a statement or certification by an officer or authorized representative of the submitter." 25 C.F.R. § 517.7(d). Please submit any written objection to FOIASubmitterReply@nigc.gov **within thirty (30) days of the date of this letter**. After this time elapses, I will make this letter public and will no longer consider objections. *Id.*

If you have any questions, please contact NIGC Of Counsel, Jo-Ann Shyloski, at (202) 632-7003.

Sincerely,



Michael Hoenig
General Counsel

cc: William Harris, Chief, Catawba Indian Nation