

GENERAL TERMS AND CONDITIONS
FOR
SWEDISH DEPOSITORY RECEIPTS IN NeoGames S.A.

representing shares in NeoGames S.A., reg. no. (UID) B0186309, Luxembourg,
deposited with Mangold Fondkommission AB

Effective as from 26 April 2022

NeoGames S.A. (hereinafter referred to as the "**Company**") has commissioned Mangold Fondkommission AB (hereinafter referred to as "**Mangold**") to hold shares (hereinafter referred to as the "**Shares**") in the Company in a custody account for the benefit of the depository receipt holders and to issue one (1) Swedish Depository Receipt (hereinafter referred to as the "**SDR**") for each deposited Share in accordance with these General Terms and Conditions. The SDRs will be registered with Euroclear Sweden AB (hereinafter referred to as "**Euroclear**").

1. Deposit of Shares and registration, etc.

1.1 The Shares are deposited for the benefit of the depository receipt holders, as defined below, in a custody account with a bank appointed by Mangold (the "**Sub-Custodian**"). The Sub-Custodian is the registered owner of the Shares in its custody as evidenced by the entry of the Sub-Custodian's name in the Company's register of shareholders. These General Terms and Conditions shall govern the deposit of Shares and the issuance of SDRs. "**Depository Receipt Holder**" as set forth in these General Terms and Conditions means an owner of SDRs or his/her nominee.

1.2 For each deposited Share, Mangold shall issue one (1) SDR. Mangold will not accept deposits of fractions of Shares or of any other fractional rights.

1.3 Mangold and the Sub-Custodian may refuse to accept Shares for deposit under these general Terms and Conditions whenever notified that the Company has restricted transfer of such Shares to comply with any ownership or transfer restrictions under Swedish, Luxembourg or any other applicable law.

1.4 The SDRs shall be registered in a Swedish CSD register maintained by Euroclear (hereinafter referred to as the "**VPC Register**") in accordance with the Swedish Central Securities Depositories and Financial Instruments Accounts Act (SFS 1998:1479). Thus, physical securities or other certificates representing the SDRs will not be issued.

2. Deposit and withdrawal of Shares

2.1 Upon payment of all taxes, fees and costs payable in connection with a deposit of Shares, Shares may, after decision by the Company, be deposited under these General Terms and Conditions by delivery to Mangold or the Sub-Custodian together with appropriate instructions to Mangold as to the shareholder's name, address and the shareholder's or its nominee's securities account in the VPC Register (Sw. *VP-konto*) ("**VPC Account**") in which the SDRs are to be registered as well as any other information and documentation required under Swedish, Luxembourg or any other applicable law.

2.2 Applicable stamp duty payable in Luxembourg, if any, will be paid in Euro on the value of Shares being deposited at the applicable time. The term "EUR" or "Euro" shall mean the lawful currency of Luxembourg from time to time.

2.3 Upon payment of all taxes, fees and costs payable in connection with a withdrawal of Shares, Shares may, after decision by the Company, be withdrawn from the safe custody only if such withdrawal is not prohibited under Swedish, Luxembourg or any other applicable law, by a decision of a governmental authority, or under the Articles of Association of the Company in force from time to time.

- 2.4 After the completion of the Company's public offer to the shareholders of Aspire Global plc, the SDRs are intended to be converted into Shares, and the Shares will be withdrawn from safe custody. Shares withdrawn from the safe custody will be delivered to a custody account designated by the Depository Receipt Holder or as agreed between the Depository Receipt Holder and Mangold, provided that the corresponding SDRs have been surrendered to and cancelled by Mangold in the VPC Register. Applicable stamp duty payable in Luxembourg, if any, will be paid in EUR on the value of Shares being withdrawn at the applicable time.
- 2.5 Deposit and withdrawal of Shares pursuant to this Section 2 may only be made via Mangold in Sweden.
- 2.6 Deposit and withdrawal of Shares pursuant to this Section 2, is not allowed during a ten (10) day period from the Record Date of a shareholders' meeting to the date of the shareholders' meeting.
- 2.7 Mangold is entitled to compensation from a Depository Receipt Holder for all fees and costs in connection with deposit and withdrawal pursuant to this Section 2, in accordance with the price list applied by Mangold from time to time.
- 2.8 A Depository Receipt Holder who wants to convert his or her SDRs into Shares needs to follow the instructions from his or her broker or financial institution acting as nominee. To be able to receive the Shares after the conversion of the SDRs, the Depository Receipt Holder needs to have a nominee registered custody account, an investment savings account or an endowment insurance (banks, stockbrokers and online brokers offer these types of accounts) which can hold the Shares. If the Depository Receipt Holder does not have such account(s), he or she needs to open such account to be able to receive the Shares after the conversion of the SDRs.
- 2.9 For the purpose of holding the SDRs before the conversion of SDRs into Shares, the Depository Receipt Holder needs to have a nominee registered custody account (banks, stockbrokers and online brokers offer these types of accounts) or a VPC Account which can hold the SDRs before the conversion into Shares.
- 2.10 VPC Accounts can be established with authorized VPC registrars, who can be Swedish banks, authorized securities brokers in Sweden and Swedish branches of credit institutions established within the EEA. Establishment of a VPC Account requires verification of identity to the VPC registrar in accordance with anti-money laundering rules and regulation. However, non-Swedish investors may use nominee VPC Accounts registered in the name of a nominee authorized by the Swedish Financial Supervisory Authority.
- 2.11 If a Depository Receipt Holder does not have a nominee registered custody account, an investment savings account or endowment insurance, or a VPC Account (ordinary or nominee account), the Depository Receipt Holder cannot convert his or her SDRs into Shares and risks owning SDRs that the Depository Receipt Holder cannot trade with on any stock exchange or other trading venue. This applies to directly registered shareholders who have not opened an account of above-mentioned account types and transferred the SDRs to such account.
- 2.12 Conversions will be reimbursed by the Company during a period of 30 calendar days following the delivery of SDRs to the relevant Aspire Global plc shareholders. Thereafter, a conversion fee of SEK 2,500 will be charged for each conversion.
- 2.13 In connection with the termination of the SDR program, Aspire Global plc shareholders, who at the time of termination still have not converted their SDRs into Shares in the Company, will be subject to forced conversion in which their SDRs will be converted into Shares in the Company. There will not emanate any conversion fee for individual Aspire Global plc shareholders who have received SDRs as consideration in the Company's public offer to the shareholders of Aspire Global plc and who, at the date of termination, still have not converted their SDRs into Shares in the Company. The Company will carry the cost of conversion in the forced conversion in connection with the termination of the SDR program.

3. Transfer and pledging, etc.

Deposited Shares may only be transferred or pledged through a transfer or pledge of SDRs. With respect to transfers and pledges of SDRs, the provisions set forth in Chapter 6 of the Swedish Central Securities Depositories and Financial Instruments Accounts Act shall apply.

4. Record Date

Mangold shall, in consultation with the Company, decide upon the date ("**Record Date**") which shall be applied by Mangold for the determination of those Depository Receipt Holders who are entitled to receive cash or other property out of dividends distributed on the Shares ("**Dividends**"), to participate and vote at shareholders meetings, to receive Shares in connection with bonus issues, and to otherwise exercise those rights which normally accrue to shareholders in the Company. It is the Company's and Mangold's intention, where practically feasible, that the Record Date in Sweden for Dividends and other rights in accordance with the above shall correspond to the record date in Luxembourg.

5. Dividends and taxes, etc.

- 5.1 The payment of Dividends when made in cash shall take place in SEK to those persons or nominees who, on the Record Date, are registered in the VPC Register as Depository Receipt Holders or rights holders in respect of Dividends. The term SEK shall mean the lawful currency of Sweden from time to time.
- 5.2 In conjunction with every distribution, Mangold shall, in consultation with the Company, determine the date of the payment of Dividends ("**Payment Date**"). Payment of Dividends to Depository Receipt Holders or holders of other rights to the Dividend, shall take place on the Payment Date through Euroclear and in accordance with the rules and regulations applied by Euroclear from time to time.
- 5.3 Mangold shall convert Dividends in foreign currency into SEK in accordance with the exchange rates applied by Mangold from time to time, which shall be set in accordance with public market rates, prior to payment taking place. The conversion of foreign currency into SEK shall take place three (3) banking days before the Payment Date. The Dividend amount distributed per SDR will be rounded down to the nearest whole öre.
- 5.4 The payment of Dividends to Depository Receipt Holders shall be made without any deduction of any costs, fees, or equivalents thereto which are related to the Company, Mangold, the Sub-Custodian or any of their respective agents. However, deductions shall be made for Swedish preliminary income tax, withholding tax or other taxes which are to be withheld pursuant to Swedish law or agreements with foreign tax authorities as well as for any taxes which may be imposed pursuant to Swedish, Luxembourg or any other applicable law.
- 5.5 In conjunction with payment of Dividends to Depository Receipt Holders, the Company, Mangold, the Sub-Custodian or any other party shall withhold and pay to the tax authorities in Luxembourg any required tax amount, should there be any such taxes imposed. In the event the Company, Mangold or the Sub-Custodian or representatives or agents of the foregoing determine that Dividends in cash, shares, rights, or other property are subject to taxation or other public fees which must be withheld, the Company, Mangold or representatives or agents of any of the foregoing shall be entitled to withhold cash amounts or sell all or part of the property as is financially and practically necessary to sell in order to be able to pay those taxes and fees. The remaining proceeds, following deduction of taxes and fees, shall be paid by Mangold to the Depository Receipt Holders who are entitled thereto. Depository Receipt Holders shall be liable for deficiencies which may arise in conjunction with sale pursuant to the above.
- 5.6 Mangold shall attempt to provide the Depository Receipt Holders with any information Mangold has in its possession and which the Depository Receipt Holders might reasonably request in order to enjoy such benefits as are granted pursuant to the applicable double taxation treaty. Mangold shall upon request inform any recipient resident in Sweden of any Luxembourg tax credit to which the recipient may be entitled and of any Luxembourg withholding tax.

- 5.7 In terms of Luxembourg domestic tax law, a Swedish resident Depository Receipt Holder who is the absolute beneficiary thereof shall not be subject to tax in Luxembourg in respect of Dividends received and shall not be obliged to declare in Luxembourg any such income in any statutory return made pursuant to the provisions of Luxembourg fiscal legislation. No Luxembourg withholding tax would be deducted on the corresponding Dividend payments.
- 5.8 Mangold shall, in consultation with the Company, determine the manner in which Dividends in property other than cash shall be provided to the Depository Receipt Holders. This may entail that the property is sold and that funds from the sale following deduction for sales costs and taxes shall be paid to the Depository Receipt Holders, as described in Section 5.5 above.
- 5.9 Mangold and the Company shall be deemed to have fulfilled their respective obligations notwithstanding that a person to whom Dividends are paid was not an authorised recipient. The aforementioned shall not, however, apply where Mangold or the Company was aware that the Dividend was paid to a person who was not authorised to receive the Dividend or where Mangold or the Company failed to exercise normal or reasonable care which, in consideration of the circumstances, should have been exercised, or where payment cannot be claimed as a result of the recipient being a minor or due to the fact that a guardian had been appointed for the recipient pursuant to applicable law.
6. Bonus issues, splits, or reverse splits of Shares
- 6.1 Mangold shall, as soon as possible, accept receipt of Shares through its registered Sub-Custodian in conjunction with bonus issues and issue corresponding number of SDRs to Depository Receipt Holders so entitled and shall carry out any adjustments to the SDRs to reflect, pro rata, any splits or reverse splits of Shares through taking necessary registration measures on VPC Accounts belonging to the Depository Receipt Holders or rights holders to ensure that they receive the benefit of all such entitlements.
- 6.2 Persons or nominees who, on the Record Date, are registered in the VPC Register as Depository Receipt Holders or rights holders with respect to the measure in question shall be entitled to participate in the bonus issue, split, and reverse split. Where such persons are not authorised recipients, the provisions set forth in Section 5.8 shall apply in a corresponding manner.
- 6.3 Applicable taxes shall be addressed in the manner set forth in Section 5.
7. New issues, etc.
- 7.1 Where the Company resolves to issue new Shares, debentures, or other rights to which the Company's shareholders generally have pre-emptive rights, Mangold shall in accordance with Section 12 based on the information received from the Company provide notice to the Depository Receipt Holders of the material terms and conditions governing the new issue. The Company is to prepare such documentation and shall send it to Mangold who shall in turn dispatch all such documentation to the Depository Receipt Holders. The aforementioned shall apply to other offers, which the Company directs to the shareholders. Application forms shall be appended to the information whereon the Depository Receipt Holders can instruct Mangold to subscribe for Shares, debentures, or other rights on behalf of the Depository Receipt Holder. Where, in accordance with the instructions of the Depository Receipt Holder, Mangold subscribes for and allocates such Shares, debentures, or rights, equivalent registration on the respective Depository Receipt Holder's VPC Account shall take place as soon as possible following the issue.
- 7.2 Where a Depository Receipt Holder does not instruct Mangold to exercise any of the rights set forth above and if it is practically and economically possible to sell such rights, Mangold shall be entitled to sell such rights on behalf of the Depository Receipt Holder and to pay the proceeds to the Depository Receipt Holder following deduction for costs and any fees and taxes.

8. Fractional rights

Where, in accordance with Sections 5 - 7, a Depository Receipt Holder is entitled to a fraction of a Share or any other fractional rights which do not entitle the Depository Receipt Holder to a whole number of Shares, Mangold and the Company may enter into an agreement to the effect that Mangold shall sell such excess Shares or fractional rights, etc., and pay the proceeds of such sale to the Depository Receipt Holder following deduction for costs and any fees and taxes.

9. Participation at shareholders' meetings, etc.

9.1 The Company shall at the latest four (4) weeks before and not earlier than six (6) weeks prior to the shareholders' meeting inform Mangold of the shareholders' meeting. As soon as practicable thereafter the Company shall notify the Depository Receipts Holders of the shareholders' meeting. Such notification shall be published on the Company's website, www.neogames.com. The notification shall include i) the Company's name and registration number, ii) the type of shareholders' meeting to be held, iii) the time and location of the shareholders' meeting, iv) information on how to find the convening notice in full and the agenda of the shareholders' meeting on the Company's website, v) the Record Date for the Depository Receipts Holders determined in accordance with Section 5, and vi) instructions regarding any measures to be taken by the Depository Receipt Holder in order to be able to vote at the shareholders meeting through Mangold as proxy. Depository Receipt Holders' votes are only accounted for provided that (i) the Depository Receipt Holder is registered in the VPC Register ten (10) calendar days before the shareholders' meeting and (ii) that the Depository Receipt Holder has no later than five (5) calendar days before the meeting provided Mangold or its representative with requested documents as stated in the notice to the meeting. The Sub-Custodian, as registered owner of the Shares, shall appoint Mangold as proxy to vote in accordance with the voting instructions provided by the Depository Receipt Holders. The Company shall upon request from a Depository Receipt Holder, send the material for the shareholders' meeting provided through the Company's website.

9.2 Mangold undertakes not to represent Shares for which the Depository Receipt Holder has not notified its intention to participate at the shareholders' meeting either in person or by proxy.

10. Information

10.1 Mangold shall, on the instructions of the Company send the information which Mangold has obtained from the Company to the Depository Receipt Holders in the manner set forth in Section 11, or a summary of the information if the Company deems it sufficient or appropriate in each individual case. As a general rule, the information shall be presented in English unless the Company deems that, in each individual case, a translation of a document into Swedish to be appropriate with regard to the contents or the purpose of the document. The English version of the information shall govern.

10.2 The Company shall publish stock market information in accordance with the requirements for listing on the Nasdaq Stock Exchange.

10.3 Information regarding the Company is available on the Company's website, www.neogames.com

11. Notices

11.1 Mangold shall ensure that notices to Depository Receipt Holders pursuant to these General Terms and Conditions are provided to the Depository Receipt Holders and other rights holders who are registered in the VPC Register as entitled to receive notices in accordance with the Swedish Central Securities Depositories and Financial Instruments Accounts Act.

11.2 Written notices shall be sent by mail to authorised persons in accordance with Section 11.1 to the address listed in the VPC Register. Mangold may, in lieu of mailing notices, publish the notice in at least one national Swedish daily newspaper.

12. Fees and costs

Mangold's costs and fees for administration of the Shares shall be borne by the Company unless otherwise set forth in these General Terms and Conditions.

13. Replacement of custodian bank

In the event the Company decides to retain another securities institution as custodian bank in lieu of Mangold, Mangold shall transfer all of Mangold's rights and obligations *vis-a-vis* the Depository Receipt Holders pursuant to these General Terms and Conditions and deliver the Shares to the new custodian bank. The identity of any replacement of a custodian bank must be submitted by the Company to Euroclear for approval and such replacement shall be carried out not earlier than three (3) months following the time at which notification regarding the replacement of the custodian bank is sent in accordance with Section 11.

14. Amendments to these General Terms and Conditions

14.1 Mangold shall be entitled to amend these General Terms and Conditions where such amendment is necessary in order for the General Terms and Conditions to comply with Swedish, Luxembourg or other applicable law, decisions by governmental authorities or amendments to Euroclear's rules and regulations. Mangold and the Company are entitled to jointly agree to amend these General Terms and Conditions where, for other reasons, it is deemed appropriate or necessary, provided in all cases that the Depository Receipt Holders' rights are not materially prejudiced. Mangold shall notify the Depository Receipt Holders regarding decisions to amend in the manner set forth in Section 11.

15. Information regarding Depository Receipt Holders

15.1 Mangold and the Company are entitled to provide information regarding the Depository Receipt Holders and their holdings to such parties who perform share registration duties or to governmental authorities, provided that the obligation to submit such information is prescribed by Swedish or foreign law or agreement with governmental authorities. The Depository Receipt Holders are obligated, following demand, to submit such information to Mangold.

15.2 Mangold and the Company shall be entitled to provide information regarding the Depository Receipt Holders and their holdings to governmental authorities in connection with repayment or refunding of paid taxes or when subject to any tax audit to the extent such is necessary.

15.3 Mangold and the Company are entitled to provide and publish information regarding the Depository Receipt Holders to the extent required by the Nasdaq Stock Exchange.

15.4 In order to fulfil the obligations, set out under section 15 of these General Terms and Conditions, Mangold and the Company shall be entitled to request, from Euroclear, at any given time, a register of Depository Receipt Holders. The Company shall carry the costs associated with such an order.

16. Limitation of liability

16.1 Neither Mangold, the Sub-Custodian nor the Company shall be liable for damage which is due to Swedish or foreign legislation, the actions of Swedish or foreign public authorities, acts of war, strikes, blockades, boycotts, lockouts, or other similar circumstances. The reservation with respect to strikes, blockades, boycotts, and lockouts shall apply notwithstanding that Mangold, the Sub-Custodian or the Company itself adopts, or is an object of, such measures.

16.2 In other cases than as set forth in Section 16.1, Mangold, the Sub-Custodian or the Company shall not be liable to compensate damage where Mangold, the Sub-Custodian or the Company has acted with normal care. Mangold, the Sub-Custodian or the Company shall not be liable for indirect damage.

- 16.3 Where Mangold, the Sub-Custodian or the Company is prevented from effecting payment or other measures due to circumstances as set forth in Section 16.1, such measure maybe postponed until the impediment ceases.
17. Termination, etc.
- 17.1 Mangold is entitled to terminate the deposit of Shares by notice to a Depository Receipt Holder pursuant to Section 11 where:
- 17.1.1 the Company adopts a resolution according to which the Shares in the Company shall no longer be represented by SDRs governed by these General Terms and Conditions;
- 17.1.2 Euroclear terminates the Agreement regarding registration of Swedish Depository Receipts;
- 17.1.3 the Company applies for reorganisation, bankruptcy, liquidation, or other similar procedure, or where such a procedure commences upon application by third parties; or
- 17.1.4 the Company materially breaches its obligations *vis-a-vis* Mangold.
- 17.2 In a case of termination according to Section 17.1.1 the SDRs shall cease at the earliest three (3) months after the day of the notice of termination was sent.
- 17.3 In the event that Mangold terminates the deposits in accordance with Section 17.1, these General Terms and Conditions shall continue to apply to the date decided by Mangold, in consultation with the Company if practically possible. Such notice of termination shall be sent by mail to the Depository Receipt Holders entitled to receive notices in accordance with Section 11.1 to the addresses listed in the VPC Register.
- 17.4 In cases other than those set forth in Section 17.1, Mangold is entitled to terminate the deposits of Shares through notification to the Depository Receipt Holders. The termination shall take effect on the date agreed between Mangold and the Company and which is informed in the notice to the Depository Receipt Holders.
- 17.5 In the notice of termination, Mangold shall set forth the Record Date upon which Mangold shall de-register all the SDRs in the VPC Register and transfer the Shares to a custody account as instructed by the Depository Receipt Holder or as otherwise agreed with the Depository Receipt Holder. In the event the Depository Receipt Holder has not designated a custody account or where an agreement has otherwise not been reached, Mangold is entitled to sell the underlying Shares. The Depository Receipt Holder shall be entitled to the proceeds of the sale following deduction for fees, taxes and reasonable costs ("**Sales Proceeds**"). The amount shall be paid to the cash account linked to respective VPC Account of the Depository Receipt Holder concerned or in the absence of such cash account, in the form of a payment notice. No interest shall accrue on the amount.
- 17.6 In case of termination set forth in Section 17.5, Mangold shall convert the Sales Proceeds of the sale of underlying shares, in foreign currency into SEK in accordance with the exchange rates applied by Mangold from time to time, which shall be set in accordance with public market rates, prior to payment taking place. The conversion of foreign currency into SEK shall take place three (3) banking days before the payment date. The Sales Proceeds amount distributed per SDR will be rounded down to the nearest whole öre.
- 17.7 Mangold and the Company are entitled to jointly agree to amend these General Terms and Conditions where they deem it necessary or appropriate, provided in all cases that the Depository Receipt Holders' rights are in no way materially prejudiced. Mangold shall notify the Holders regarding any decision to amend in the manner set forth in Section 11.
- 17.8 The SDR program is a temporary solution that is expected to be terminated twelve (12) months after the issuance of SDRs. Upon termination, all holders of SDRs who have not yet converted their SDRs into ordinary Shares and been entered as a direct shareholder in the

VPC Register (in own name or through a nominee), will automatically have their SDRs redeemed through Mangold, whereby the Shares that the SDRs represent will be sold in the market and the net average sales proceeds will then be paid pro rata to the previous holders of such SDRs. The Company may terminate the SDR program at an earlier date than twelve (12) months after the issuance of the SDRs by written notice to Mangold, such termination to take effect two (2) months after such date when the Depository Receipt Holders are notified thereof.

18. Applicable law, etc.

18.1 These General Terms and Conditions shall be interpreted and applied in accordance with Swedish law.

18.2 Disputes regarding these General Terms and Conditions or related to the legal relationships shall be adjudicated by a court of general jurisdiction and the action shall be brought before the Stockholm District Court (Sw. *Stockholms tingsrätt*), Sweden.
