UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 20-F

(Mark One)

☐ **REGISTRATION STATEMENT PURSUANT TO SECTION 12(b) OR (g) OF THE SECURITIES EXCHANGE ACT OF 1934**

OR

☒ **ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the fiscal year ended December 31, 2022

OR

☐ **TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

OR

☐ **SHELL COMPANY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

Date of event requiring this shell company report ___

For the transition period from _____ to _____

Commission file number: 001-39721

NEOGAMES S.A.
(Exact name of Registrant as specified in its charter)

Grand Duchy of Luxembourg
(Jurisdiction of incorporation or organization)

10 Habarzel Street
Tel Aviv, 6971014
Israel
(Address of principal executive offices)

Moti Malul
Chief Executive Officer
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Email: moti.malul@neogames.com
(Name, Telephone, E-mail and/or Facsimile number and Address of Company Contact Person)

Securities registered or to be registered pursuant to Section 12(b) of the Act:

Title of each class	**Trading Symbol**	**Name of each exchange on which registered**
Ordinary Shares, no par value	NGMS	The Nasdaq Stock Market

Securities registered or to be registered pursuant to Section 12(g) of the Act: None

Securities for which there is a reporting obligation pursuant to Section 15(d) of the Act: None

Indicate the number of outstanding shares of each of the issuer's classes of capital or common stock as of the close of the period covered by the annual report.

As of December 31, 2022, the Registrant had outstanding: 33,482,447 Ordinary Shares, no par value per share.

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act.

☐ Yes ☒ No

If this report is an annual or transition report, indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934.

☐ Yes ☒ No

Note – Checking the box above will not relieve any registrant required to file reports pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934 from their obligations under those Sections.

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days.

☒ Yes ☐ No

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files).

☒ Yes ☐ No

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer or an emerging growth company. See definition of "large accelerated filer," "accelerated filer," and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large Accelerated Filer ☐	Accelerated Filer ☒	Non-Accelerated Filer ☐ Emerging growth company ☒

If an emerging growth company that prepares its financial statements in accordance with U.S. GAAP, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards† provided pursuant to Section 13(a) of the Exchange Act. ☐

† The term "new or revised financial accounting standard" refers to any update issued by the Financial Accounting Standards Board to its Accounting Standards Codification after April 5, 2012.

Indicate by check mark whether the registrant has filed a report on and attestation to its management's assessment of the effectiveness of its internal control over financial reporting under Section 404(b) of the Sarbanes-Oxley Act (15 U.S.C. 7262(b)) by the registered public accounting firm that prepared or issued its audit report. ☐

If securities are registered pursuant to Section 12(b) of the Act, indicate by check mark whether the financial statements of the registrant included in the filing reflect the correction of an error to previously issued financial statements. ☐

Indicate by check mark whether any of those error corrections are restatements that required a recovery analysis of incentive-based compensation received by any of the registrant's executive officers during the relevant recovery period pursuant to §240.10D-1(b). ☐

Indicate by check mark which basis of accounting the registrant has used to prepare the financial statements included in this filing:

U.S. GAAP ☐	International Financial Reporting Standards as issued by the International Accounting Standards Board ☒	Other ☐

If "Other" has been checked in response to the previous question, indicate by check mark which financial statement item the registrant has elected to follow.

Item 17 ☐ Item 18 ☐

If this is an annual report, indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act).

☐ Yes ☒ No

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DEFINITIONS

Unless where the context otherwise requires or otherwise indicated, terms "NeoGames" and the "Company" refer to NeoGames S.A. together with its consolidated subsidiaries, as a group, and the terms "we," "us" and "our" refer to the Company, together with NeoPollard Interactive LLC ("NPI" or the "Joint Venture"), as a group.

References to "Aspire" mean Aspire Global Limited (formerly, Aspire Global Plc), and together with its subsidiaries, the "Aspire Group";

References to "BtoBet" mean BtoBet Limited;

References to "Pariplay" mean GMS Entertainment Ltd.;

References to "Caesars" and "Caesars group" mean Caesars Entertainment, Inc. and its subsidiaries, including American Wagering, Inc.;

References to the "Exchange Act" are to the Securities Exchange Act of 1934, as amended;

References to "Nasdaq" are to the Nasdaq Global Market;

References to "Ordinary Shares" are to our Ordinary Shares, no par value per share;

References to the "SEC" are to the United States Securities and Exchange Commission;

References to the "Securities Act" are to the Securities Act of 1933, as amended;

References to "B2B" mean business-to-business;

References to "B2C" mean business-to-consumer;

References to "B2G" mean business-to-government;

References to "Gross Gaming Revenue" or "GGR" mean gross sales less winnings paid to players;

References to "iLottery Penetration" mean, with respect to the gross sales generated by either a lottery or by all lotteries within a given market, the percentage of such gross sales that was generated by iLottery offerings;

References to "Net Gaming Revenue" or "NGR" mean (i) in North America, gross sales less winnings paid to players and any promotion dollar incentives granted to players, and (ii) in Europe, gross sales less winnings paid to players, any gambling tax or duty paid on such sales and any promotion incentives granted to players; and

References to "dollar," "USD" and "$" are to U.S. dollars, "NIS" or "shekels" are to New Israeli Shekels, "pound sterling," "pence" or "£" are to the legal currency of the United Kingdom, "€," "EUR" or "euro" are to the currency introduced at the start of the third stage of European Economic and Monetary Union pursuant to the treaty establishing the European Community, as amended, and "C$" is to Canadian dollars.

PRESENTATION OF FINANCIAL INFORMATION

We report under International Financial Reporting Standards ("IFRS") as issued by the International Accounting Standards Board (the "IASB"). None of the Company's financial statements were prepared in accordance with generally accepted accounting principles in the United States ("U.S. GAAP"). We present our consolidated financial statements in U.S. dollars. NPI's financial statements included in this Annual Report were prepared in accordance with U.S. GAAP. We have made rounding adjustments to some of the figures included in this Annual Report. Accordingly, numerical figures shown as totals in some tables may not be an arithmetic aggregation of the figures that precede them.

Throughout this Annual Report, we provide a number of key performance indicators used by our management and often used by competitors in our industry. These and other key performance indicators are discussed in more detail in Item 5. "*Operating and Financial Review and Prospects - Key Performance Indicators*."

MARKET AND INDUSTRY DATA

Unless otherwise indicated, information in this Annual Report concerning our industry, our markets and our competitive position, is based on information from our own internal estimates and research as well as from publicly available information, industry and general publications and research, surveys and studies conducted by third parties such as the American Gaming Association, Eilers & Krejcik Gaming, Vixio (formerly "GamblingCompliance"), H2 Gambling Capital ("H2GC") and La Fleur's TLF Publications, in addition to reports from state lottery commissions.

Industry publications and forecasts generally state that the information they contain has been obtained from sources believed to be reliable, but that the accuracy and completeness of such information is not guaranteed. Forecasts and other forward-looking information obtained from these sources are subject to the same qualifications and uncertainties as the other forward-looking statements in this Annual Report. See " - *Cautionary Statement Regarding Forward-Looking Statements*."

USE OF TRADEMARKS

We have proprietary rights to trademarks used in this Annual Report which are important to our business, many of which are registered under applicable intellectual property laws.

Solely for convenience, the trademarks, service marks, logos and trade names referred to in this Annual Report are without the ® and ™ symbols, but such references are not intended to indicate, in any way, that we will not assert, to the fullest extent under applicable law, our rights or the rights of the applicable licensors to these trademarks, service marks and trade names. This Annual Report contains additional trademarks, service marks and trade names of others, which are the property of their respective owners. All trademarks, service marks and trade names appearing in this Annual Report are, to our knowledge, the property of their respective owners. We do not intend our use or display of other companies' trademarks, service marks, copyrights or trade names to imply a relationship with, or endorsement or sponsorship of us by, any other companies.

CAUTIONARY STATEMENT REGARDING FORWARD-LOOKING STATEMENTS

This Annual Report contains forward-looking statements within the meaning of the U.S. Private Securities Litigation Reform Act of 1995 that relate to our current expectations and views of future events. We intend such forward-looking statements to be covered by the safe harbor provisions for forward-looking statements contained in Section 27A of the Securities Act and Section 21E of the Exchange Act. All statements contained in this Annual Report other than statements of historical fact, including, without limitation, statements regarding our future operating results and financial position, our business strategy and plans, market growth, integration plans and any future benefits and synergies related to the acquisition of Aspire, and our objectives for future operations, are forward-looking statements. The words "believe," "may," "will," "estimate," "potential," "continue," "anticipate," "intend," "expect," "could," "would," "project," "plan," "target," and similar expressions are intended to identify forward-looking statements, though not all forward-looking statements use these words or expressions. These forward-looking statements are contained principally in the sections titled Item 3.D. "*Key Information - Risk Factors*," Item 4. "*Information on the Company*," and Item 5. "*Operating and Financial Review and Prospects."* These statements relate to events that involve known and unknown risks, uncertainties and other factors, which may cause our actual results, performance or achievements to be materially different from any future results, performance or achievements expressed or implied by the forward-looking statements.

These forward-looking statements are subject to risks, uncertainties and assumptions, some of which are beyond our control. In addition, these forward-looking statements reflect our current views with respect to future events and are not a guarantee of future performance. Actual outcomes may differ materially from the information contained in the forward-looking statements as a result of a number of factors, including, without limitation, the risk factors set forth in Item 3.D. "*Key Information - Risk Factors*."

Many important factors could adversely impact our business and financial performance. Moreover, we operate in an evolving environment. New risks and uncertainties emerge from time to time, and it is not possible for our management to predict all risks and uncertainties, nor can we assess the impact of all factors on our business or the extent to which any factor, or combination of factors, may cause actual results to differ materially from forward-looking statements. We qualify all of our forward-looking statements by these cautionary statements.

The forward-looking statements made in this Annual Report relate only to events or information as of the date on which the statements are made in this Annual Report. You should not put undue reliance on any forward-looking statements. Actual results could differ materially from those anticipated in these forward-looking statements as a result of various factors described in this annual report, including factors beyond our ability to control or predict. Although we believe that the expectations reflected in the forward-looking statements are reasonable, we cannot guarantee that future results, levels of activity, performance and events and circumstances reflected in the forward-looking statements will be achieved or will occur. Except as required by law, we undertake no obligation to update or revise publicly any forward-looking statements, whether as a result of new information, future events or otherwise, after the date on which the statements are made or to reflect the occurrence of unanticipated events. You should read this Annual Report and the documents that we reference in this Annual Report and have filed as exhibits hereto completely and with the understanding that our actual future results or performance may be materially different from what we expect.

SUMMARY RISK FACTORS

Our business is subject to numerous risks and uncertainties, including those described in the section titled Item 3.D. "*Key Information - Risk Factors*," in this Annual Report on Form 20-F. You should carefully consider these risks and uncertainties when investing in our Ordinary Shares. The principal risks and uncertainties affecting our business include the following:

- We have a concentrated customer base, and our failure to retain certain existing contracts with our customers could have a significant adverse effect on our business.
- Our inability to successfully integrate Aspire, or complete or integrate other future acquisitions, could limit our future growth or otherwise be disruptive to our ongoing business.
- A reduction in discretionary consumer spending could have a material adverse impact on our business.
- The growth of our business largely depends on our continued ability to procure new contracts.
- We incur significant costs related to the procurement of new iLottery and iGaming contracts, which we may be unable to recover in a timely manner, or at all.
- Intense competition exists in the iLottery and iGaming industries, and we expect competition to continue to intensify.
- We are dependent on Pollard with respect to our joint operation of the Michigan iLottery for the Michigan State Lottery.
- Conducting a business through a jointly-owned entity such as NPI entails risks that are commonly associated with joint ventures.
- Our information technology and infrastructure may be vulnerable to attacks by hackers or breached due to employee error, malfeasance or other disruptions.
- We operate in industries that are affected by technological improvements and evolving player preferences.
- We have incurred operating losses in the past, may incur operating losses in the future and may not be able to maintain sustainable profit margins.
- Our Founding Shareholders have significant influence over the nominations and elections of members of our board of directors and other matters submitted for shareholder approval.
- Our limited operating history in the iLottery and iGaming industries makes it difficult to evaluate our current business and future prospects.
- We are subject to substantial penalties for failure to perform.

- We rely on information technology and other systems and platforms, and any failures, errors, defects or disruptions in our systems or platforms could diminish our brand and reputation, subject us to liability, disrupt our business, affect our ability to scale our technical infrastructure and adversely affect our business.
- We rely on third-party service providers for key functions in our operations.
- If we fail to protect or enforce our intellectual property rights, our business could be materially affected.
- We rely on third-party intellectual property. We cannot guarantee that such intellectual property will continue to be available.
- The gaming industry is historically litigious with respect to intellectual property and there can be no assurance that our platforms will not infringe on the rights of others.
- We are exposed to costs associated with changes in levies and taxes.
- We are subject to taxation in multiple jurisdictions, which is complex and often requires making subjective determinations subject to scrutiny by, and disagreements with, tax regulators.
- Our operations in Kyiv, Ukraine have been negatively impacted as a result of Russia's invasion of Ukraine, and our business, financial condition and results of operations may be materially adversely affected if the impacts resulting from the conflict in Ukraine are exacerbated.
- Our platform contains third-party open source software components, which may pose particular risks to our proprietary software, technologies, products and services in a manner that could negatively affect our business.
- We are highly dependent on our key personnel. If we are not successful in attracting, motivating and retaining highly qualified personnel, we may not be able to successfully implement our business strategy.
- Generally, the competition for skilled technical and other personnel in Israel, Ukraine, Malta, Bulgaria and North Macedonia is intense, and as a result we may fail to continue to attract, recruit, develop and retain qualified employees, which could materially and adversely impact our business, financial condition and results of operations.
- We may not be able to service our debt under our financing agreements in connection with the Acquisition of Aspire, or we may otherwise be in breach of those arrangements.
- We may require additional capital to support our growth plans, and such capital may not be available on terms acceptable to us, if at all, and may result in shareholder dilution. This could impair our growth and materially and adversely affect our business.
- Our management team has limited experience managing a public company.
- We may become subject to litigation, from which we could incur significant monetary and reputational harm, irrespective of the merit of such claim or outcome of such litigation.
- Our results of operations may be adversely affected by fluctuations in currency values.
- Expansion into new markets may be important to the growth of our business in the future, and if we do not manage the business and economic risks of this expansion effectively, it could materially and adversely affect our business and results of operations.
- Our insurance may not provide adequate levels of coverage against claims.
- If we fail to detect fraud or theft, including by our employees and our customers and their players, our reputation may suffer which could harm our brand and negatively impact our business, financial condition and results of operations and subject us to investigations and litigation.
- We are subject to risks related to corporate social responsibility, responsible lottery and gaming, reputation and ethical conduct.
- The illegal gaming market could negatively affect our business.
- Termination of our relationship with Caesars, or failure to realize the anticipated benefits of such relationship could have an adverse effect on our business, prospects, financial condition and results of operations.
- The gaming and lottery industries are heavily regulated, and changes to the regulatory framework in the jurisdictions in which we operate could harm our existing operations.

- Failure by us or by our major shareholders to comply with regulations may result in the revocation or suspension of our or our customers' licenses to operate.
- We may fail to identify and support players who are suffering from gambling problems.
- Our efforts to block or limit access to our gaming platforms in certain countries, whether entirely or within certain states thereof, may prove inadequate.
- We may incur substantial costs in order to meet the varied and complex regulatory requirements to which we are subject in the different jurisdictions in which we operate.
- Negative publicity concerning our Company, our brands or the gambling industry in general could result in increased regulations and reputational harm.
- We are subject to laws and regulations related to data privacy, data protection and information security and consumer protection across different markets where we conduct our business, including in the United States and the European Union ("EU"), and we are also required to comply with certain industry standards including the Payment Card Industry Data Security Standard. Our actual or perceived failure to comply with such obligations could harm our business.
- We are subject to anti-money laundering laws and regulations in the United States, the European Union and the United Kingdom as well as other jurisdictions in which we operate.
- We are subject to economic and trade sanctions laws and regulations.
- We are subject to global anti-corruption laws, including the U.S. Foreign Corrupt Practices Act.
- Our revenue may be impacted, to a significant extent, by macroeconomic conditions, as well as by COVID-19 and similar health epidemics and contagious disease outbreaks.
- Conditions in the jurisdictions where we operate could materially and adversely affect our business, including, for example, in connection with the ongoing war in Ukraine.

PART ONE

ITEM 1. IDENTITY OF DIRECTORS, SENIOR MANAGEMENT AND ADVISERS

Not applicable.

ITEM 2. OFFER STATISTICS AND EXPECTED TIMETABLE

Not applicable.

ITEM 3. KEY INFORMATION

3.A. [Reserved.]

3.B. Capitalization and Indebtedness

Not applicable.

3.C. Reasons For the Offer and Use of Proceeds

Not applicable.

3.D. Risk Factors

You should carefully consider the risks and uncertainties described below and the other information contained in this Annual Report before making an investment decision. Additional risks and uncertainties not presently known to us or that we currently deem immaterial may also impair our business operations. Our business, financial condition, results of operations, or strategic objectives could be materially and adversely affected by any of these risks and uncertainties. The trading price and value of our Ordinary Shares could decline due to any of these risks and uncertainties, and you may lose all or part of your investment. This Annual Report also contains forward-looking statements that involve risks and uncertainties. Our actual results could differ materially from those anticipated in these forward-looking statements as a result of certain factors, including the risks and uncertainties faced by us described below and elsewhere in this Annual Report.

Risks Relating to Our Business and Industry

We have a concentrated customer base, and our failure to retain certain existing contracts with our customers could have a significant adverse effect on our business.

Our financial condition is heavily dependent on our ability to maintain our existing turnkey contracts, our large games contracts and our brand partner operators. We cannot guarantee that our existing contracts will be renewed, or that we will be able to win a procurement process for a new contract or successfully attract new operators. Even if we are successful in renewing such agreements, there is no assurance that such renewals will be on the same terms, and it is possible that renewals of existing agreements will be on less preferable terms. This has occurred in the past when certain customers required certain concessions upon the renewal of existing iLottery and iGaming agreements. As is typical with many government contracts, most of our iLottery customers can terminate our contracts for convenience.

Loss of any of our large customer or operator contracts in any of our business segments would result in a substantial decline in our revenues, which also could hinder our ability to pursue growth initiatives, both in the form of new or enhanced products and services and in expansion into new markets. The loss of any of our large customers or operators in any of our business segments could damage our reputation, which could materially damage our financial condition.

Our inability to successfully integrate Aspire, or complete or integrate other future acquisitions, could limit our future growth or otherwise be disruptive to our ongoing business.

Since our inception, we have consummated one acquisition in support of our strategic goals – the acquisition of Aspire in June 2022 -- and therefore our experience in the integration of new acquisitions is limited. From time to time, we may pursue additional acquisitions in support of our strategic goals. Our ability to succeed in implementing our strategy will depend to some degree upon the ability of our management to identify, complete and successfully integrate commercially viable acquisitions. There can be no assurance that additional acquisition opportunities will be available on acceptable terms or at all or that we will be able to obtain necessary financing or regulatory approvals to complete potential acquisitions. Any acquisitions we complete could be viewed negatively by our partners or customers, which could have an adverse impact on our business. In addition, such acquisition transactions may disrupt our ongoing business and distract management from other responsibilities. In connection with any such acquisitions, we could face significant challenges in managing and integrating our expanded or combined operations, including acquired assets, operations, and personnel. If we are unsuccessful at integrating employees or technologies acquired in such acquisitions, including the acquisition of Aspire, our financial condition and results of operations, including revenue growth, could be adversely affected. Any acquisition and subsequent integration will require significant time and resources. We may not be able to successfully evaluate and use the acquired technology or employees, or otherwise manage the acquisition and integration processes successfully. With respect to Aspire, the process for realizing anticipated benefits in combining iLottery and iGaming businesses will be potentially more demanding and time consuming for the Company and its management than anticipated. In addition, material disturbances in our business may occur throughout the integration process with Aspire or future acquisitions, and we may lose key and other employees, each of which could adversely affect our business and financial condition. As a result, some or all of the anticipated positive effects of the acquisition of Aspire and any future business combination may not be achieved. In addition, we will be required to pay cash, incur debt and/or issue equity securities to pay for any such acquisition, each of which could adversely affect our financial condition. Our use of cash to pay for acquisitions would limit other potential uses of our cash, including investments in our sales and marketing and product development efforts. The issuance or sale of equity or convertible debt securities to finance any such acquisitions would result in dilution to our shareholders. If we incur debt, it would result in increased fixed obligations and could also impose covenants or other restrictions that could impede our ability to manage our operations. For information regarding the acquisition of Aspire, see Item 4.A. "*History and Development of the Company - Selected Recent Developments*".

A reduction in discretionary consumer spending could have a material adverse impact on our business.

Lottery and gaming represent discretionary expenditures, which are subject to volatility during times of economic, social and political change. Changes in discretionary spending or player preferences are driven by changes outside of our control, such as, but not limited to, the following economic or socio-political factors:

- recessions or other economic slowdowns;
- perceptions by potential players of weak or weakening economic conditions;
- tax increases, including on lottery and gaming winnings;
- significant declines in stock markets;
- decreased liquidity in certain financial markets;
- general tightening of credit;
- civil unrest, terrorist activities or other forms of socio-political turbulence; and
- pandemics, epidemics and the spread of contagious diseases.

We generate the majority of our revenues from customer contracts based on a revenue sharing model, with our portion calculated as a percentage of GGR or NGR. Widespread reductions in disposable income could lead to a reduction in the number of lottery and gaming players and the amounts such players are willing and able to wager. Given the nature of our revenue sharing arrangements, fewer players and lower spending per player could have a significant adverse effect on our business.

Because our customers' offerings are typically available only to players within their geographic borders, our revenue is highly concentrated in a limited number of locations. A significant portion of our revenue is generated from customers in the United States, from customers in Mali, Angola and Mozambique in Africa, as well as from customers in the UK, Germany and Nordic countries, and any adverse impact resulting from any of the foregoing economic factors would be magnified to the extent that it disproportionately impacts players in these locations, or other jurisdictions from which we derive revenues.

As our revenue sharing arrangements result in an intertwined relationship between our and our customers' financial condition, we also face significant risks during times of uncertain and unfavorable economic and socio-political conditions affecting our customers. Unfavorable economic and socio-political factors and conditions could result in financial (including budgetary and liquidity) concerns for our customers, which may reduce the likelihood that we will be able to renew our existing contracts on substantially similar commercial terms or win new contracts with terms as favorable to us as the terms of our existing contracts.

The growth of our business largely depends on our continued ability to procure new contracts.

While a significant portion of the growth in the revenue from our iLottery offerings over the past few years has come from increasing NGR generated by the MSL, the addition of new iLottery contracts has contributed substantially to the growth of our iLottery business. In particular, NPI began recognizing revenues from new turnkey contracts supporting the VAL in 2015 and, later, the NHL the NCEL and the AGLC in 2018, 2019 and 2020, respectively, and the latter two contracts accounted collectively for 54.2% of the Company's share in NPI's revenues for the year ended December 31, 2022 and 58% of the Company's share in NPI's revenues for the year ended December 31, 2021. In addition, the future growth of our revenue from our iGaming offerings depends to a large extent on our ability to partner with operators. Our largest operator contributed 13.9% of our iGaming revenue for the period ended December 31, 2022.

We may not continue to procure new iLottery customer contracts or new iGaming contracts with operators at the same rate as in the past, or at all. There can be no assurance that additional U.S. states will seek to implement iLottery offerings or that U.S. states seeking to implement iLottery offerings will do so through a process in which we, whether through NPI or independently therefrom, can compete to be the turnkey solution provider. In particular, certain of our competitors currently serve as central lottery system providers for certain U.S. states, and if these states decide to implement iLottery offerings, they may choose to do so by expanding their existing relationships with our competitors without launching a public procurement process or by including iLottery in a broader lottery system procurement process in which we may not be able to successfully compete. Even if additional U.S. states seek to implement iLottery offerings through a public procurement process, there can be no assurance that we, whether through NPI or independently therefrom, will procure any new contracts. Our failure to win new contracts could materially limit the growth of our business.

The iGaming industry is currently experiencing a consolidation, with large operators acquiring local brands or merging with other operators. This may result in some of our current B2B iGaming customers being acquired by larger operators who have their own technology or who use technology from other vendors, including player account management and content aggregation platforms, sport betting solutions or other iGaming products that we currently provide to them, which may impact our ability to continue to generate revenues from these operators.

In addition, as a part of our B2B iGaming licenses in various jurisdictions around the world, we conduct extensive due diligence on our potential customers. This due diligence in some cases results in us not approving the operators as customers, or in operators choosing to go to a supplier that does not conduct such extensive due diligence. In addition, there is a risk that we might approve a customer after such due diligence, but the regulator might find that our due diligence is not sufficient, asking for further clarification or instructing us to decline the customer. For details regarding our due diligence, see Item 4.B. "*Business Overview - Regulation*."

We incur significant costs related to the procurement of new iLottery and iGaming contracts, which we may be unable to recover in a timely manner, or at all.

The tender process to obtain a new iLottery contract is highly competitive and typically requires a significant upfront capital investment. In iGaming, sales cycles in the U.S. are lengthy and often require participation in RFIs and requests for proposals. The efforts and resources required to participate and win a request for proposal, commence operations of an iLottery program or U.S. iGaming operator and procure revenues from such program or operator are relatively long and may take several months or years to complete. This investment, which includes our management's time, may never be recovered in the event that we fail in our bid. A typical request for proposals or a tender requires us to spend substantial time and effort assisting potential customers in evaluating our products and services, including providing demonstrations and benchmarking against other available offerings by our competitors. This process can be costly and time consuming, and we often do not know if any given sales efforts will be successful until the later stages of those efforts. After being awarded a contract, it can take years to set up the iLottery system or up to a year to set up the operator's system, and for such contract to become profitable. The long procurement cycle in both iLottery and iGaming creates a significant time gap between the time we participate in a tender and dedicate the necessary resources, and the time we can recognize revenue or income from that program or operator, if at all. This time gap creates pressure on our cash flow, as it requires significant funding up front, and in the interim period, and may not result in any income, or result in income that will only be achieved quarters after the resources have been dedicated. If we are unable to forecast market demand and conditions, we may not be able to expand our sales efforts at appropriate times and our revenues and related results of operations could be materially adversely affected.

Intense competition exists in the iLottery and iGaming industries, and we expect competition to continue to intensify.

We face significant competition in the evolving iLottery and iGaming industries.

We compete in the iLottery and iGaming markets with respect to our offering of technology solutions, games and related operational services on the basis of the content, features, quality, functionality, accuracy, reliability, innovation and price of such offerings. If we do not consistently deliver innovative, high-quality and reliable products and services, our ability to remain viable within the iLottery and iGaming industries may suffer, especially as the level of competition increases.

We provide through Aspire a unique solution for iGaming, offering a competitive B2B solution with a wide variety of services, unique proprietary tools and a proprietary Sportsbook platform, which enables our partners to focus on marketing and player acquisitions. However, our competitors may be able to provide similar or superior offerings, thereby preventing us from contracting with additional operators, which would negatively impact our business results.

In addition, pursuant to the January 2023 Agreements, Pollard may become a potential competitor for future iLottery contracts, since pursuant to such agreements, Pollard may pursue future iLottery opportunities in the North American market independently from us.

In addition to competitors we face in a given industry, our offerings also face competition from other related industries. While we believe that our offerings are unique and provide a differentiated experience from offerings in other related industries, the introduction of such offerings may allow new competitors to establish a foothold in regions where are we currently active, thereby drawing customers away from us. For example, on January 22, 2021, iGaming and online sports betting was launched in Michigan, which may draw customers away from the MSL. The MSL accounted for approximately 13.2% of our revenues in the year ended December 31, 2022 and 45.3% of our revenues in the year ended December 31, 2021.

Some of our competitors and potential competitors have substantially greater financial and other resources (including human resources) or experience than we do. Some of our competitors also have existing relationships and insight as the legacy retail lottery provider of certain U.S. states or other pre-existing relationships that we do not have in the iGaming industry and may realize synergies that we cannot. Competitors may devote more resources towards developing and testing products and services, undertake more extensive marketing campaigns, offer more favorable pricing terms, pursue aggressive growth initiatives or otherwise develop more commercially successful products or services. In addition, certain of our competitors may enter into contracts with less favorable terms to prevent us from procuring new contracts or renewing our existing contracts. Such potential competitive disadvantages may make it difficult for us to retain existing contracts or secure new contracts without being willing to accept less favorable terms.

In addition to risks directly tied to our relative lack of resources, experience and longevity, we face risks that:

- we may fail to anticipate and adapt to quick changes in customer expectations, preferences and behavior patterns at the same rate as our competitors;
- customers who currently utilize platforms offered by our competitors may be satisfied with such solutions or may determine that it is too costly and/or time consuming to adopt our platforms and solutions. For example, certain lotteries or operators may face significant switching costs if their platforms have been integrated with those of a competitor, potentially reducing the likelihood of us being the successful tenderer;
- lotteries or operators that we currently view as potential customers may decide to develop internally products and services which compete with our products and services; and

- new competitors, including large global corporations or large software vendors operating in adjacent industries, may enter our market.

Moreover, current and future competitors may establish cooperative relationships among themselves or with others, including our current or future strategic partners. By doing so, these competitors may increase their ability to meet the needs of our existing and prospective customers and their players. Furthermore, we are believe there is currently a market trend whereby some operators, both in the iLottery and iGaming industries, elect to develop or maintain in-house products that they require, which could lead potential and existing customers to do so instead of purchasing our services. For example, Caesars decided recently to develop its own player account management platform, informing us that they may ask to replace our current NeoSphere PAM solution with their own in certain states over time. These developments could make it more difficult for us to renew our existing contracts or win new contracts, and even if we are successful at renewing contracts or attracting new ones, they may be at higher cost to us or for smaller margins. If we are unable to compete effectively, successfully and at reasonable cost against our existing and future competitors, our results of operations, cash flows and financial condition could be adversely impacted.

We are dependent on Pollard with respect to our joint operation of the Michigan iLottery for the Michigan State Lottery.

We act as a subcontractor to Pollard with respect to its agreement (the "MSL Agreement") to provide development, implementation, operational support and maintenance (including technology platforms, games and added value services) to the Michigan State Lottery (the "MSL"). The MSL accounted for 13.2% of our total revenues in the year ended December 31, 2022 and 45.3% of our revenues in the year ended December 31, 2021.

If Pollard breaches or does not perform its obligations under the MSL Agreement to the satisfaction of the MSL or if there is otherwise a dispute between Pollard and the MSL, the MSL could seek to terminate the MSL Agreement prior to its expiration or seek to amend the terms of the MSL Agreement in a manner that would negatively impact the financial and other benefits we derive indirectly from the MSL Agreement. In addition, such an amendment to the MSL Agreement could cause Pollard to seek to amend the terms of our agreement with Pollard with respect to the MSL (the "Michigan JV Agreement") in a way that is less favorable to us. If the MSL terminates the MSL Agreement or if any disputes arise between Pollard and the MSL, our business, financial conditions and results of operations could be materially adversely affected.

Conducting a business through a jointly-owned entity such as NPI entails risks that are commonly associated with joint ventures.

In 2014, following the procurement process for the predecessor to the MSL Agreement, we and Pollard established NPI to pursue other iLottery opportunities in the North American market. While the current MSL Agreement remains between Pollard and the MSL, NPI has since been awarded iLottery contracts with the Virginia Lottery (the "VAL") in August 2015, the New Hampshire Lottery Commission (the "NHL") in September 2018 (as a subcontractor to Intralot, Inc. ("Intralot")), the North Carolina Education Lottery (the "NCEL") in October 2019, the Alberta Gaming, Liquor and Cannabis Commission (the "AGLC") in March 2020, the Atlantic Lottery Corporation (the "ALC") in January 2022 and the Georgia Lottery Corporation (the "Georgia Lottery") in October 2022.

Conducting a business through a jointly-owned entity such as NPI entails risks that are commonly associated with joint ventures, including the failure to maintain a good working relationship with other joint-owners, differing economic and business interests and goals and liability or reputational harm resulting from each other's actions. Differences in views between us and Pollard, or a change in the ownership of Pollard, may also result in delayed decision-making or disputes at the shareholder and board level that could negatively impact the operations of NPI and its relationship with customers. In the event that our relationship with Pollard is terminated for any reason, there can be no assurance that any of NPI's employees will remain with NPI or that we would have sufficient legal, administrative and customer relations capabilities and functions in our North American operations, which Pollard currently contributes to NPI, to proceed without Pollard.

On January 10, 2023, we and Pollard entered into an amendment to the Michigan JV Agreement ("Amended Michigan JV Agreement") and, concurrently with the Amended Michigan JV Agreement, we entered into a Limited Liability Company Agreement with Pollard (the "LLC Agreement" and together with the "Amended Michigan JV Agreement" – the "January 2023 Agreements"), which provide that NPI will perform its obligations pursuant to existing contracts and consider additional opportunities in other jurisdictions. However, the January 2023 Agreements provide us and Pollard the option to pursue future iLottery opportunities in the North American market either in partnership, as part of the Joint Venture or independently. In addition, the January 2023 Agreements do not preclude either party from entering into a business relationship with any one or more of NPI's suppliers for its own business purposes, provided that any such business relationship does not intentionally interfere with or otherwise divert the supplier's services from NPI.

Pursuant to the January 2023 Agreements, neither we nor Pollard will be obligated to cooperate with each other in pursuing iLottery opportunities in North America, and both we and Pollard may choose to pursue future iLottery opportunities without each other. However, the tender process to obtain new iLottery contracts is highly competitive and typically requires a significant upfront capital investment, and Pollard has been responsible for NPI's participation in such tenders. If we pursue future opportunities independently, we cannot assure you that we will be able to secure additional contracts in North America. Further, if we decide to collaborate with new partners with whom we have no prior relationship or track record of successful cooperation, we may fail to achieve the same degree of success that we have achieved with Pollard. We may also be delayed in pursuing future opportunities if we are required to negotiate new agreements and business arrangements with these new partners, and the terms we negotiate with these new partners may be less favorable than those we currently have with Pollard.

Our information technology and infrastructure may be vulnerable to attacks by hackers or breached due to employee error, malfeasance or other disruptions.

Our information technology and infrastructure may be vulnerable to attacks by hackers or breached due to employee error, malfeasance or other disruptions such as viruses, malicious software, break-ins, theft, computer hacking, or other security breaches. Hackers and data thieves are increasingly sophisticated and operate complex and large-scale attacks. Experienced computer programmers and hackers may be able to penetrate our security controls and misappropriate or compromise sensitive personal, proprietary or confidential information, create system disruptions or cause shutdowns. They also may be able to develop and deploy malicious software programs that attack our systems, such as spyware and ransomware, or otherwise exploit any security vulnerabilities which may also affect the availability of our service, data leakage, or other disruptions. Our systems and the data stored on those systems may also be vulnerable to security incidents or security attacks, acts of vandalism or theft, coordinated attacks by activist entities, misplaced or lost data, human errors, or other similar events that could negatively affect our systems and the data stored on those systems, and the data of our business partners. Further, third parties, such as hosted solution providers, that provide services to us could also be a source of security risks in the event of a failure of their own security systems and infrastructure.

The secure maintenance and transmission of player information is a critical element of our operations. Our information technology and other systems that maintain and transmit player information, or those of service providers, business partners or employee information may be compromised by a malicious third-party penetration of our network security, or that of a third-party service provider or business partner, or impacted by intentional or unintentional actions or inactions by our employees, or those of a third-party service provider or business partner. As a result, our players' information may be lost, disclosed, accessed or taken without their consent. We have experienced in the past, and expect to continue to experience in the future, attempts to breach our systems and other similar incidents. To date these attempts have not had a material impact on our operations or financial results, but we cannot provide assurance that they will not have a material impact in the future.

We rely on encryption and authentication technology licensed from third parties in an effort to securely transmit confidential and sensitive information, including credit card numbers. Advances in computer capabilities, new technological discoveries or other developments may result in the whole or partial failure of this technology to protect the availability and integrity of our systems, including transaction data or other confidential and sensitive information from being breached or compromised. In addition, websites are often attacked through compromised credentials, including those obtained through phishing and credential stuffing. Our security measures, and those of our third-party service providers, may not detect or prevent all attempts to breach our systems, denial-of-service attacks, viruses, malicious software, break-ins, phishing attacks, social engineering, security breaches or other attacks and similar disruptions, or attempts at player fraud, and such incidents may lead to service disruption or unavailability and may also jeopardize the security of information stored in or transmitted by our websites, networks and systems or that we or such third parties otherwise maintain, including payment card systems, which may subject us to fines or higher transaction fees or limit or terminate our access to certain payment methods. Threats to information security are constantly evolving, including in diversity and sophistication. We and such third parties may not anticipate or prevent all types of attacks until after they have already been launched. Further, techniques used to obtain unauthorized access to or sabotage systems change frequently and may not be known until launched against us or our third-party service providers.

In addition, security breaches can also occur as a result of non-technical issues, including intentional or inadvertent breaches by our employees or by third parties. These risks may increase over time as the number of our employees and the complexity and number of technical systems and applications we use also increase. Breaches of our security measures or those of our third-party service providers or cybersecurity incidents could result in unauthorized access to our sites, networks and systems; unauthorized access to and misappropriation of player information, including players' personally identifiable information, or other confidential or proprietary information of ourselves or third parties; viruses, worms, spyware or other malware being served from our sites, networks or systems; deletion or modification of content or the display of unauthorized content on our sites; interruption, disruption or malfunction of operations; costs relating to breach remediation, deployment of additional personnel and protection technologies, response to governmental investigations and media inquiries and coverage; engagement of third-party experts and consultants; litigation, regulatory action and other potential liabilities. In the past, we and our customers have experienced social engineering, phishing, malware and similar attacks and threats of denial-of-service attacks, none of which to date has been material to our business. For example, in August 2022, after a cyberattack against the NHL's third-party hosting provider, the NHL as a precaution decided to go offline for two days while they investigated the matter. During such time, the NHL decided to make all its online services, including the iLottery services that we provide, unavailable to the public. Such attacks against us or our customers could in the future have a material adverse effect on our operations.

Pursuant to a software license agreement with Pollard in respect of the offering to the MSL (the "Pollard Software License Agreement"), our iLottery software is installed on Pollard's servers, through which it is made available to the MSL. Pollard is responsible for the security measures on its servers, and the Pollard Software License Agreement contains no representations or undertakings with regard to such security measures. A breach of Pollard's server security could expose our software to the risks noted above. Moreover, our iLottery software is made available by NPI to the VAL, the NHL, the NCEL, the AGLC, and in the future to the ALC and the Georgia Lottery.

Furthermore, due to the political uncertainty involving Russia and Ukraine, there is also an increased likelihood that the tensions in this region could result in persistent cyber-attacks or cybersecurity incidents that could either directly or indirectly impact our operations. Any attempts by cyber attackers to disrupt our services or systems, if successful, could harm our business, result in the misappropriation of funds, be expensive to remedy and damage our reputation or brand. Insurance may not be sufficient to cover significant expenses and losses related to such cyber-attacks and cybersecurity incidents.

If any of these breaches of security should occur, our reputation and brand could be damaged, customers may terminate their contracts with us, our business may suffer, we could be required to expend significant capital and other resources to alleviate problems caused by such breaches, and we could be exposed to a risk of loss, litigation or regulatory action and possible liability. We cannot guarantee that recovery protocols and backup systems will be sufficient to prevent data loss, including as a result of manmade or natural disasters such as fires, floods, storms, hurricanes, droughts, extreme temperatures, or earthquakes; certain natural disasters may also become more frequent or intense as a result of climate change. Additionally, climate change may contribute to chronic changes in the physical environmental, such as changes in ambient temperature and precipitation patterns as well as sea-level, which may also have adverse impacts on our operations or infrastructure on which we rely. Separately, actual or anticipated attacks may cause us to incur increasing costs, including costs to deploy additional personnel and protection technologies, train employees and engage third-party experts and consultants. The increased occurrence of any such events may result in changes to the cost and availability of insurance.

In addition, any party who is able to illicitly obtain a player's password may be able access such player's transaction data or personal data (including payment information), resulting in the perception that our systems are insecure. Any compromise or breach of our security measures, or those of our third-party service providers, could also expose us to liability under various laws and regulations across jurisdictions and increase the risk of litigation and governmental or regulatory investigation. Due to concerns about data security and integrity, a growing number of legislative and regulatory bodies have adopted breach notification and other requirements in the event that information subject to such laws is accessed by unauthorized persons and additional regulations regarding security of such data are possible. We may need to notify governmental authorities and affected individuals with respect to such incidents. For example, laws in the EU and UK and the U.S. may require businesses to provide notice to individuals whose personal information has been disclosed as a result of a data security breach.

We maintain liability insurance policies covering certain of our business units, but not all of them, regarding security and privacy damages. However, we cannot be certain that our coverage will be adequate for liabilities actually incurred or that insurance will continue to be available to us on economically reasonable terms, or at all.

We operate in industries that are affected by technological improvements and evolving player preferences.

The iLottery and iGaming industries continue to experience rapid development of technological advances and player preferences. In some instances, advancements in technology trigger a change in player preferences. For example, as digital graphics improve, players may demand games with higher definition and a superior user interface. Our success depends on our ability to accurately anticipate and quickly respond to evolving industry standards and player preferences. We cannot assure you that we will be able to respond to such changes with innovative, high-quality, reliable and popular products and services or make the required adjustments to our existing products and services on a timely basis. In addition, the introduction of new products or updated versions of existing products has inherent risks, including, but not limited to:

- the timing with which we may realize the benefits of the commonly-required significant, upfront capital investments;
- the accuracy of our estimates of player preferences, and the fit of the new products and features to such preferences;
- the ability to adequately maintain our main technology systems, such as the NeoDraw platform and AspireCore;
- the quality of our products and services, including the possibility of software defects, which could result in claims against us or the inability to sell our products and services;
- the need to educate our sales, marketing and services personnel to work with the enhanced or new products and features, which may strain our resources and lengthen sales cycles;
- market acceptance of new product releases; and
- competitor product introductions or regulatory changes that render our products obsolete.

In light of the costs required to create and introduce new or enhanced products and services, if our new or enhanced products fail to achieve commercial success, we will struggle to remain commercially viable, especially in the face of heightened competition.

Moreover, because we use tools, including third-party tools, that utilize artificial intelligence and machine learning, and we do not have full visibility to how these tools use data, these tools could create or enhance biases, potentially adversely impacting how players experience our services. We rely on the Internet, in-house proprietary technology, third-party software, infrastructure and applications, and customized off-the-shelf technology solutions across our business, and our ability to effectively manage all areas of our business depends in part on the reliability and capacity of these systems, however we cannot control, and in some instances do not have full visibility to, how these systems adhere to security measures, including the identification and appropriate elimination of algorithmic bias. Any systemic or algorithmic biases in the IT systems we use could damage our reputation, or result in loss of revenue or liability for damages, or adversely affect our growth prospects and our future business.

We have incurred operating losses in the past, may incur operating losses in the future and may not be able to maintain sustainable profit margins.

We expect to continue the development and expansion of our business, and we anticipate additional costs in connection with legal, accounting and other administrative expenses related to operating as a public company including costs related to the integration of Aspire and the larger corporate structure related thereto. If our revenue declines or fails to grow at a rate sufficient to offset increases in our operating expenses, we may generate losses. We cannot ensure that we will sustain profitability in the future.

Our Founding Shareholders have significant influence over the nominations and elections of members of our board of directors and other matters submitted for shareholder approval.

Our founding shareholders, Barak Matalon, Elyahu Azur, Pinhas Zahavi and Aharon Aran (collectively, the "Founding Shareholders"), have the exclusive right under our amended and restated articles of association to nominate up to 50% of our directors so long as they own in the aggregate at least 40.0% of our issued and outstanding share capital. As of April 18, 2023, the Founding Shareholders held approximately 59.1% significant influence over the outcomes of other matters submitted to shareholders for approval.

The Founding Shareholders entered into a voting agreement dated November 17, 2020 (the "Voting Agreement") pursuant to which they vote as one group with regard to any matter relating to the nomination, election, appointment or removal of directors. On September 13, 2022, the Founding Shareholders amended the Voting Agreement (the "Amended Voting Agreement"), whereby Mr. Zahavi assigned all his voting authority to Mr. Azur, with such assignment to cease to apply from the date on which Mr. Zahavi holds less than 5% of the Ordinary Shares outstanding. On April 19, 2023, Mr. Zahavi sold 3,281,557 of his shares to the other three Founding Shareholders. As a result, Mr. Zahavi owned 4.99% of the Company's shares as of April 19, 2023, and the Voting Agreement was terminated with respect to Mr. Zahavi. Except from the abovementioned voting agreements, in all other matters, the Founding Shareholders are entitled to vote their shares according to their own interests, and such interests may be different than the interests of our other shareholders and may delay, deter or prevent a change in control or other business combination that might otherwise be beneficial to our shareholders. See Item 7.B. "*Related Party Transactions - Voting Agreement*," and Item 6.C. "*Board Practices - Board Composition*."

Our limited operating history in the iLottery and iGaming industries makes it difficult to evaluate our current business and future prospects.

The market for our iLottery offerings is relatively new and evolving, and we have a limited operating history under the majority of our customer agreements. In addition, we have recently acquired Aspire, and its integration and combination into our business entail challenges, including the realization of any synergies and benefits of such acquisition. As a result, our business and future prospects are difficult to evaluate and our ability to accurately forecast our future results of operations is limited and subject to a number of uncertainties.

We entered into our first iLottery agreement in 2014, and a majority of such customer agreements are in their initial terms. In 2018 and 2019, we began providing turnkey solutions to the NHL and NCEL, respectively. Furthermore, during 2020 we transitioned the VAL solution into a full iLottery program and launched a new turnkey solution with the province of Alberta, Canada. In 2021, we launched Instant games with the Austrian Lotteries (Österreichische Lotterien) as well as Lottomatica in Italy and Sisal Sans in Turkey. On June 28, 2022, we announced the entry into a multi-year turnkey project with Intralot do Brasil, the lottery operator in Brazil's second largest state of Minas Gerais, which marks our entry into the Brazilian market with an end-to-end solution of iLottery and online sports betting, and represents our first cooperation with BtoBet, the sports betting solution we gained as part of the acquisition of Aspire. See Item 4.A. "*History and Development of the Company – Selected Recent Developments*" for additional information. Our limited operating history in a variety of markets in which we currently operate, or those that we may enter into in the future, makes it difficult to accurately assess our future prospects and increases the risk associated with your investment. Any future changes to our revenue model could materially and adversely affect our business.

Our historical revenue growth should not be considered indicative of our future performance, especially following our acquisition of Aspire in June 2022. In future periods, our revenue growth could slow and our revenues could decline for a number of reasons, including declining player demand, increasing competition, decreasing growth of the iLottery or iGaming markets or our failure to continue entering into new customer agreements. We will continue to encounter risks and uncertainties frequently experienced by growing companies in rapidly changing industries. If our assumptions regarding these risks, uncertainties or future revenue growth are incorrect, or if we do not address these risks successfully, our operating and financial results could differ materially from our expectations and our business could suffer.

We are subject to substantial penalties for failure to perform.

Our lottery contracts in the United States and in other jurisdictions and other service contracts often require performance bonds or letters of credit to secure our performance under such contracts and require us to pay substantial monetary liquidated damages in the event of non-performance by us. In addition, Aspire will be required to make a security deposit in connection with obtaining a license in Germany.

As of December 31, 2022, we had outstanding performance bonds and letters of credit in an aggregate amount of approximately $4.1 million. These instruments present a potential expense for us and divert financial resources from other uses. Claims on performance bonds, drawings on letters of credit, and payment of liquidated damages could individually or in the aggregate have a material adverse effect on our results of operations, business, financial condition or prospects.

We rely on information technology and other systems and platforms, and any failures, errors, defects or disruptions in our systems or platforms could diminish our brand and reputation, subject us to liability, disrupt our business, affect our ability to scale our technical infrastructure and adversely affect our business.

Our technology infrastructure is critical to the performance of our platform and offerings and to customer and player satisfaction. We devote significant resources to network and data security to protect our systems and data. However, our systems and the systems of any third-party service providers on which we rely may not be adequately designed with the necessary reliability and redundancy to avoid performance delays or outages that could be harmful to our business. We cannot assure you that the measures we take to prevent or hinder cyber-attacks and protect our systems, data and player information and to prevent outages, data or information loss, fraud and to prevent or detect security breaches, including a disaster recovery strategy for server and equipment failure and back-office systems and the use of third parties for certain cybersecurity services, will provide absolute security. We have experienced, and we may in the future experience, website disruptions, outages and other performance problems due to a variety of factors, including infrastructure changes, human or software errors and capacity constraints. Such disruptions have not had a material impact on us; however, future disruptions from unauthorized access to, fraudulent manipulation of, or tampering with our computer systems and technological infrastructure, or those of third parties, could result in a wide range of negative outcomes, each of which could materially adversely affect our business, financial condition, results of operations and prospects.

Additionally, our software may contain errors, bugs, flaws or corrupted data. If a particular product offering is unavailable when players attempt to access it or navigation through our platforms is slower than they expect, players may be less likely to return to our customers' platforms as often, if at all. Furthermore, programming errors, defects and data corruption could disrupt our operations, adversely affect the experience of players, harm our reputation and cause players to stop utilizing our customers' offerings.

Our current systems may be unable to support a significant increase in online traffic or increased player numbers, especially during peak times or events (such as for significant jackpot runs). If there is a system disruption, customers may be able to make a contractual claim for damages against us.

We may at any time be required to expend significant capital or other resources, including staff and management time, to reduce the risk of network or IT failure or disruption, including replacing or upgrading existing business continuity systems, procedures and security measures. If such protective measures are implemented unsuccessfully or inefficiently, the quality of our products and services may be materially and adversely affected.

We rely on third-party service providers for key functions in our operations.

We rely upon various third-party service providers to maintain continuous operation of our platform, servers, hosting services, payment processing and various other key functions of our business. Know-your-customer and geolocation programs and technologies supplied by third parties are an important aspect of certain of our products and services. These services are costly, and their failure or inadequacy could materially affect our operations.

Additionally, we rely on third-party service providers for payment processing services, including the processing of credit and debit cards. Our business could be materially disrupted if these third-party service providers become unwilling or unable to provide these services to us.

Certain of these services discussed above are only provided by a limited number of third-party providers and in the event that any of these providers cease to provide us with their services (due to the termination of their agreement, a dispute between us and any such providers or for any other reason), we may struggle to locate a suitable replacement on commercially reasonable terms, if at all, which could lead to harmful disruptions to our operations.

If we fail to protect or enforce our intellectual property rights, our business could be materially affected.

We rely on a combination of trademark, copyright, trade secret, and domain-name-protection laws as well as contractual restrictions to protect our technology and intellectual property rights. While it is our policy to protect and defend our rights to our intellectual property, we cannot predict whether steps taken by us to protect our intellectual property will be adequate to prevent infringement, misappropriation, dilution or other violation of our intellectual property rights. Effective intellectual property protection may not be available in every country in which we operate or intend to operate our business. Third parties may infringe our proprietary rights (knowingly or unknowingly) and challenge proprietary rights held by us, and any potential future trademark and patent applications may not be approved. We have been required and in the future may be required to expend significant time and expense to prevent infringement or to enforce our rights. We also cannot guarantee that others will not independently develop technology with the same or similar functions to any proprietary technology we rely on to conduct our business and differentiate ourselves from our competitors. Unauthorized parties may also attempt to copy or obtain and use our technology to develop offerings with the same functionality as our solutions, and policing unauthorized use of our technology and intellectual property rights is difficult and may not be effective. Any unauthorized use of our brand, technology or intellectual property could result in revenue loss as well as have an adverse impact on our reputation. We may be required to incur significant expenses in registering, monitoring and protecting our intellectual property rights. Any litigation could result in significant expense to us, including the diversion of management time and may not ultimately be resolved in our favor. Changes in the law or adverse court rulings may also negatively affect our ability to prevent others from using our technology.

We attempt to protect our intellectual property, technology and confidential information by requiring certain of our employees and consultants to enter into confidentiality and assignment of inventions agreements and certain third parties to enter into nondisclosure agreements. These agreements may not effectively grant all necessary rights to any inventions or works that may have been developed or created by the employees or consultants party thereto. In addition, these agreements may not effectively prevent unauthorized use or disclosure of our confidential information, intellectual property or technology and may not provide an adequate remedy in the event of unauthorized use or disclosure of our confidential information, intellectual property, or technology.

We currently hold rights to the neogames.com and pariplayltd.com internet domain names and various other related domain names. The regulation of domain names is subject to change. Regulatory bodies could establish additional top-level domains, appoint additional domain name registrars, or modify the requirements for holding domain names. In addition, third parties may already have registered, or may register in the future, domain names similar or identical to our registered and unregistered trademarks. As a result, we may not be able to acquire or maintain all domain names that use the names neogames, pariplayltd or are otherwise important for our business.

We also have certain registered and unregistered trademarks that are important to our business, such as the NEOGAMES trademark. If we fail to adequately protect or enforce our rights under this trademark, we may lose the ability to use this trademark or to prevent others from using it, which could adversely harm our reputation, business, results of operations and financial condition.

Our software, games and marketing materials are protected under copyright law, and some also benefit from trade secret protection. We have chosen not to register any copyrights under the Library of Congress. In order to bring a copyright infringement lawsuit in the United States, the copyright must be registered. Accordingly, the remedies and damages available to us for unauthorized use of our software, games and materials may be limited.

We rely on third-party intellectual property. We cannot guarantee that such intellectual property will continue to be available.

We rely on third-party technologies, trademarks and other intellectual property. There can be no assurance that these licenses, or support for such licensed products and technology, will continue to be available to us on commercially reasonable terms, if at all. In addition, the future success of our business may depend, in part, on our ability to obtain or expand licenses for lottery or gaming technologies we do not currently possess. In the event that we cannot retain, renew or expand existing licenses, we may be required to modify, limit or discontinue certain of our products or services, which could materially affect our business, financial condition and results of operations. In addition, the regulatory review process and licensing requirements of our government customers may preclude us from using technologies owned or developed by third parties if those parties are unwilling to subject themselves to regulatory review or do not meet regulatory requirements.

The gaming industry is historically litigious with respect to intellectual property and there can be no assurance that our platforms will not infringe on the rights of others.

There is a risk that our operations, platforms and services may infringe, or be alleged to infringe, the intellectual property rights of third parties. We have incurred and in the future may incur substantial time and expense in defending against third-party infringement claims, regardless of their merit. Additionally, due to diversion of management time, expenses required to defend against any claim and the potential liability associated with any lawsuit, any litigation could significantly harm our business, financial condition and results of operations. If we were found to have infringed the intellectual property rights of a third party, we could be liable for license fees, royalty payments, lost profits or other damages, and may be subject to injunctive relief to prevent us from using such intellectual property rights in the future. Such liability (if significant) or injunctive relief could materially and adversely affect our business, prospects, financial condition and results of operations.

We are exposed to costs associated with changes in levies and taxes.

We must comply with tax laws in the jurisdictions in which we operate. Tax rules or their interpretation may change in the markets in which we operate and in any markets we may enter in the future. Any changes to the corporate tax rate application in different jurisdictions, withholding taxes, transfer pricing rules, levels of value added tax, industry specific taxes and other levies, royalties and imposts could materially and adversely affect our financial position, performance and prospects. For example, there is a risk that we will not be able to pass on to our customers any additional gaming levies or taxes that apply to us. Another example is the recent United States Inflation Reduction Act which, among other changes, introduced a 15% corporate minimum tax on certain U.S. corporations and a 1% excise tax on certain stock redemptions by U.S. corporations, which the U.S. Treasury indicated may also apply to certain stock redemptions by a foreign corporation funded by certain U.S. affiliates. In addition, certain of our positions regarding the taxes that apply to us in the different jurisdictions in which we operate may not be accepted by the tax authorities in such jurisdictions, which could adversely affect our financial condition. On May 18, 2021, we obtained a pre-ruling from the Israeli Tax Authority regarding the transfer of certain intellectual property rights relating to the online lottery business of NeoGames S.A. to NGS. We cannot guarantee that the ruling will be acceptable with the Luxembourg tax authorities. See Item 10.E. "*Taxation – Tax Ruling of the Israeli Tax Authority.*"

We are subject to taxation in multiple jurisdictions, which is complex and often requires making subjective determinations subject to scrutiny by, and disagreements with, tax regulators.

We are subject to different forms of taxation in each of the countries and regions we or our subsidiaries are formed and/or conduct our business, including, but not limited to, income tax, withholding tax, gaming taxes, property tax, VAT, social security and other payroll-related taxes. Tax law and administration is complex, subject to change and varying interpretations and often requires us to make subjective determinations. In addition, we take positions in the course of our business with respect to various tax matters, including in connection with our operations. Tax authorities worldwide are increasingly rigorous in their scrutiny of corporate tax structures and may not agree with the determinations that are made, or the positions taken, by us with respect to the application of tax law. Such disagreements could result in lengthy legal disputes, an increased overall tax rate applicable to us and, ultimately, in the payment of substantial amounts of tax, interest and penalties, which could have a material adverse effect on our business, results of operations and financial condition.

For example, in August 2021 we received a request from the Israeli Tax Authority to provide certain information and documents related to our Israeli subsidiary Neogames Systems Ltd. with respect to the years 2016-2019, and in February 2023, we were also requested to provide certain input and output VAT related documentation related to our Israeli subsidiary. We have not received additional requests or other notifications from the Israeli Tax Authority, pertaining to these matters, with any findings or that would clarify the reasons for such audit. Such audits and similar proceedings may result in assessments, fines, settlements, or increased overall tax rates. While we believe we comply with applicable tax laws, and given the absence of further communications from the Israeli Tax Authority as aforementioned, we cannot anticipate the results of such audit or other similar proceedings, and we have not set aside any reserves to provide for any outcomes related to the tax audits. The ultimate outcome of the Israeli tax audit, and any other audits that may commence by any other tax authority, and of any related litigation or other proceedings, could have a material adverse effect on our consolidated financial statements.

Another example is the pre-ruling issued on May 18, 2021 by the Israeli Tax Authority regarding the transfer of certain intellectual property rights relating to the online lottery business of NeoGames S.A. to NGS. We cannot guarantee that the ruling will be acceptable to the Luxembourg tax authorities, or that the Israeli Tax Authority will not commence audit of other periods. Furthermore, the pre-ruling sets forth certain terms regarding the Company's day to day practices. Failure by the Company to adhere to such terms may result in the loss of the beneficial tax rates set forth by the pre-ruling. See Item 10.E. *"Taxation – Tax Ruling of the Israeli Tax Authority.*"

Our operations in Kyiv, Ukraine have been negatively impacted as a result of Russia's invasion of Ukraine, and our business, financial condition and results of operations may be materially adversely affected if the impacts resulting from the conflict in Ukraine are exacerbated.

Our Ukrainian operations have been negatively affected by the ongoing Russian invasion of Ukraine which began in February 2022. We have invested significant resources in Ukraine over the last several years and we operate a development hub in Kyiv. As of December 31, 2022, we had approximately 383 employees and self-employed contractors serving our Ukrainian operations and 0.1% of our total Company assets in Ukraine. Since the invasion, we have strategically transitioned to Israel the responsibilities for the release of new features, and the monitoring of stability and health of the production environment and opened a new satellite office in Poland for those of our employees that have fled Ukraine subsequent to Russia's invasion. Operations in the Poland office are in their initial stages. As of April 18, 2023, approximately 26 of our 383 Ukraine-based employees are working remotely either in the Poland office or other locations outside of Ukraine. As a result of these disruptions, we have experienced some decline in our delivery rates during fiscal 2022. However, the ultimate extent, length and impact of the ongoing military conflict are highly unpredictable. If the effects of the invasion are exacerbated in the future, this could materially impact our ability to meet our long term development delivery commitments, our cost structure and future planned development of capabilities in Ukraine and the surrounding region. It is unclear what impact the hostilities in Ukraine will have on our assets.

We have developed contingency plans to relocate work and/or personnel to other geographies and add new locations, as appropriate. Our business continuity plans are designed to address known contingency scenarios to ensure that we have adequate processes and practices in place to protect the safety of our people and to handle potential impacts to our operations. However, our crisis management procedures, business continuity plans and disaster recovery capabilities may not be effective at preventing or mitigating the effects of exacerbated prolonged civil unrest or military conflict to our people, our facilities, our operations, and infrastructure, such as utilities and network services, and the disruption of any or all of them could materially adversely affect our business, financial conditions and results of operations, and cause volatility in the price of our shares. We are continuing to monitor the situation in Ukraine and assess options in relation to our ongoing operations and our ability to continue to do business in the region.

Our platform contains third-party open source software components, which may pose particular risks to our proprietary software, technologies, products and services in a manner that could negatively affect our business.

Our platform contains software modules licensed to us by third-party authors under "open source" licenses and we expect to use open source software in the future. Use and distribution of open source software may entail greater risks than use of third-party commercial software, as open source licensors generally do not provide support, warranties, indemnification or other contractual protections regarding infringement claims or the quality of the code. To the extent that our platform depends upon the successful operation of open source software, any undetected errors, malicious code or defects in this open source software could prevent the deployment or impair the functionality of our platform, delay new introduction of new solutions, result in a failure of our platform and injure our reputation. For example, undetected errors or defects in open source software could render it vulnerable to breaches or security attacks, and, subsequently, make our systems more vulnerable to data breaches. In addition, the public availability of such software may make it easier for others to compromise our platform.

Some open source licenses require that source code for modifications or derivative works we created based on such open source software be made publicly available as open source software. If we combine our proprietary software with open source software in a certain manner, we could, under certain open source licenses, be required to release the source code of our proprietary software to the public. This would allow our competitors to create similar offerings with less investment of development effort and time and ultimately could result in a loss of our competitive advantages. Alternatively, to avoid the public release of the affected portions of our source code, we could be required to expend substantial time and resources to re-engineer some or all of our software.

In addition, the terms of many open source licenses have not been interpreted by United States or foreign courts, and there is a risk that these licenses could be construed in a way that could impose unanticipated conditions or restrictions on our ability to provide or distribute our platform. From time to time, there have been claims challenging the ownership of open source software against companies that incorporate open source software into their solutions. As a result, we could be subject to lawsuits by parties claiming ownership of what we believe to be open source software. We cannot assure you that our processes for controlling our use of open source software in our platform will be effective, nor that the open-source software in our platform is updated and not at "end-of-life" or "end-of-support", when the open-source community no longer releases updates or fixes for the software. If we are held to have breached or failed to fully comply with all the terms and conditions of an open source software license, we could face infringement or other liability, or be required to seek costly licenses from third parties, to continue providing our offerings on terms that are not economically feasible, to re-engineer our platform, to discontinue or delay the provision of our offerings if re-engineering could not be accomplished on a timely basis or to make generally available, in source code form, our proprietary code, any of which could adversely affect our business, financial condition and results of operations.

We are highly dependent on our key personnel. If we are not successful in attracting, motivating and retaining highly qualified personnel, we may not be able to successfully implement our business strategy.

We rely on the expertise, industry experience, know-how, customer relationships and leadership of our senior management, and the departure, death or disability of any one of our executive officers or other extended or permanent loss of any of their services, or any negative market or industry perception with respect to any of them or their loss, could have a material adverse effect on our business.

We depend on our technical and operational employees for the design and development of our innovative products and services. The competition for these types of personnel is intense and we compete with other potential employers, including certain of our strategic partners, for the services of our employees. As a result, we may not succeed in retaining the key employees that we need in order to maintain and grow our business.

If we do not succeed in attracting, hiring, and integrating qualified personnel, or retaining and motivating existing personnel, we may be unable to grow effectively and our business could be adversely affected. We deploy our employees to certain of our customers' worksites to assist in the development of their IT systems and platforms. The loss of employees who have been involved in the development of intellectual property and know-how and the development and maintenance of key strategic relationships with customers may result in the subsequent loss of key customers. If key employees were to leave, we may be unable to deliver our existing services or develop new products until such employees have been replaced. As our employees have very specific skillsets and are highly qualified, we may face difficulties in replacing them with new employees, and even if we succeed in recruiting new employees, we may incur substantial costs in the recruiting, training and integration of such new employees. See *"Our operations in Kyiv, Ukraine have been negatively impacted as a result of Russia's invasion of Ukraine, and our business, financial condition and results of operations may be materially adversely affected if the impacts resulting from the conflict in Ukraine are exacerbated*" above regarding the situation in Ukraine.

Generally, the competition for skilled technical and other personnel in Israel, Ukraine, Malta, Bulgaria and North Macedonia is intense, and as a result we may fail to continue to attract, recruit, develop and retain qualified employees, which could materially and adversely impact our business, financial condition and results of operations.

We compete in a market marked by rapidly changing technologies and an evolving competitive landscape. In order for us to successfully compete and grow, we must attract, recruit, retain and develop personnel with requisite qualifications to provide expertise across the entire spectrum of our intellectual capital and business needs. In addition, even though we are not responsible for attracting and hiring talent for NPI, our revenues from NPI are impacted by such decisions.

Our principal research and development centers are located in Israel, the Ukraine, Bulgaria and North Macedonia, and significant elements of our general and administrative activities are conducted at our headquarters in Israel. Historically as well as recently, there has been intense competition for qualified human resources in the high-tech industry in such countries as well as in the United States. Despite recent workforce reduction initiatives by high-tech companies in Israel and the U.S. since the third quarter of 2022 due, among other things, to inflation and rising interest rates in Israel and the U.S., there remains considerable competition for such employees, especially in the core technical sphere, in the countries where we have our principal research and developments centers. This intense competition has resulted in increasing wages in all countries where we have our principal research and developments centers, which may make it more difficult for us to attract and retain qualified personnel, as many of the companies against which we compete for personnel have greater financial resources than we do. These competitors may also actively seek to hire our existing personnel away from us, even if such employees have entered into a non-compete agreement. We may be unable to enforce these agreements under the laws of the jurisdictions in which our employees work. For example, Israeli labor courts require employers seeking to enforce non-compete undertakings of a former employee to demonstrate that the competitive activities of the former employee will harm one of a limited number of material interests of the employer that have been recognized by the courts, such as the protection of a company's confidential information or other intellectual property, taking into account, among other things, the employee's tenure, position, and the degree to which the non-compete undertaking limits the employee's freedom of occupation. We may not be able to make such a demonstration. Also, to the extent we hire personnel from competitors, we may be subject to allegations that they have been improperly solicited or that they have divulged confidential information.

In addition, in making employment decisions, particularly in the internet and high-technology industries, job candidates often consider the value of the equity they are eligible to receive in connection with their employment. Employees may be more likely to leave us if the shares they own or the shares underlying their equity incentive awards have significantly appreciated or significantly reduced in value. Many of our employees may receive significant proceeds from sales of our equity in the public markets, which may reduce their motivation to continue to work for us and could lead to employee attrition. If we fail to attract new personnel, or fail to retain and motivate our current personnel, our business, financial condition, results of operations and growth prospects could be harmed.

We may not be able to service our debt under our financing agreements in connection with the Acquisition of Aspire, or we may otherwise be in breach of those arrangements.

In order to finance, among other things, part of the aggregate consideration payable by the Company pursuant to the acquisition of Aspire, the Company, NeoGames Connect S.à r.l. and NeoGames Connect Limited have entered into the Senior Facilities Agreement with the Lenders (each as defined below). Pursuant to the terms of the Senior Facilities Agreement, the Lenders (as defined below) has made available, in connection with the acquisition of Aspire, the Senior Facilities (as defined below). For more information regarding the financing for the acquisition of Aspire, see Item 5.B. "*Operating and Financial Review and Prospects - Liquidity and Capital Resources - Financing for the Acquisition of Aspire*" below.

Following the consummation of the acquisition of Aspire, we have outstanding indebtedness with debt service requirements. Our ability to meet our debt service obligations will depend on our future operating and financial performance, which in turn depends on our ability to successfully implement our business strategy as well as general economic, financial, competitive, regulatory and other factors that are beyond our control. In addition, our ability to meet our debt service obligations depends also on the interest rates and their volatility. For example, the interest rate payable by the Company under the Senior Facilities Agreement is linked to the EURIBOR, which increased in 2022 and may continue to increase in the future. If we do not generate sufficient cash to service our debt under the Senior Facilities Agreement or if we fail to meet other obligations under the Senior Facilities Agreement, we may be in default, which may entitle the Lenders to certain rights and remedies against us, and such rights and remedies may have a material adverse effect on our business and financial results.

The Senior Facilities Agreement contains customary affirmative and negative covenants which may restrict our ability to operate our business (including a financial maintenance covenant). Our failure to comply with these covenants, including as a result of events beyond our control, could result in an event of default that could materially and adversely affect our financial condition and results of operations.

In the event of a default under the Senior Facilities Agreement, that is not cured or waived, the Lenders could take certain actions, including terminating their commitments, declaring all amounts that we have borrowed under the Senior Facilities Agreement, to be due and payable, together with accrued and unpaid interest (and other fees) and/or enforce the security in favor of the Lenders that was granted in connection with the Senior Facilities Agreement. If the debt under the Senior Facilities Agreement or any other material financing arrangement that we have entered into or will subsequently enter into were to be accelerated, our assets may be insufficient to repay the indebtedness in full. Any such actions could force us into bankruptcy or liquidation, and we might not be able to repay our obligations in such an event.

For a summary of the costs we have incurred in connection with financing the acquisition of Aspire, see Item 5.B. "*Operating and Financial Review and Prospects - Liquidity and Capital Resources.*"

We may require additional capital to support our growth plans, and such capital may not be available on terms acceptable to us, if at all, and may result in shareholder dilution. This could impair our growth and materially and adversely affect our business.

Our business generally requires significant upfront capital expenditures for software customization and implementation and systems and equipment installation and configuration. In connection with a renewal of or bid for a lottery or gaming contract, a customer may seek to impose new service requirements, which may require additional capital expenditures in order to retain or win the contract, as applicable.

To the extent that we do not have sufficient liquidity levels to fund such capital expenditures, our ability to procure new contracts and renew existing contracts would depend on, among other things, our ability to obtain additional financing on commercially reasonable terms. Our ability to obtain additional capital, if and when required, will depend on, among other factors, our business plans, investor demand and the capital markets.

We have historically funded our operations with, among other things, borrowings under the WH Credit Facility. On October 20, 2020, we entered into a loan agreement with William Hill Finance Limited, an affiliate of William Hill, which set out amended terms and an amended repayment schedule with respect to our outstanding loans under the WH Credit Facility and prohibited us from making any additional draws under the WH Credit Facility. All borrowed amounts under such agreements (including interest thereon) have been repaid in full by us on or before June 30, 2022. See Item 7.B. "*Related Party Transactions - Relationship with William Hill and Caesars - WH Credit Facility*." In addition, we financed the acquisition of Aspire through a EUR 200.8 million financing arrangement with Blackstone.

Any debt financing would increase our level of indebtedness and could negatively affect our liquidity and restrict our operations. Moreover, we can provide no assurances that the funds we raise will be sufficient to finance any future capital requirements. In addition, the impact of inflation and rising interest rates could significantly impact the cost of capital. As a result, we may be unable to raise additional funds on terms favorable to us or at all. If we are unable to raise additional capital or generate sufficient cash flows, we may be unable to fund our future expenses. This may prevent us from increasing our market share, capitalizing on new business opportunities or remaining competitive in our industry, which could materially and adversely affect our business, prospects, financial condition and results of operations.

We completed our public listing on November 23, 2020 raising a total net amount of $43 million and our total cash balance as of December 31, 2022 was approximately $41.1 million.

Any financing through the sale of equity securities may dilute the value of our outstanding Ordinary Shares. Any debt financing may require us to comply with various financial covenants and may restrict our activities. We also can provide no assurance that the funds we raise will be sufficient to finance any future capital requirements. If we are unable to obtain additional capital when required on satisfactory terms, our ability to continue to grow our business could be adversely affected.

Furthermore, the Company maintains the majority of its cash and cash equivalents in accounts with major and highly rated multi-national or local financial institutions, and our deposits at certain of these institutions significantly exceed insured limits. Market conditions can impact the viability of these institutions. In the event of failure of any of the financial institutions where we maintain our cash and cash equivalents, there can be no assurance that we would be able to access uninsured funds in a timely manner or at all. Any inability to access or delay in accessing these funds could adversely affect our business and financial position.

Our management team has limited experience managing a public company.

Most members of our management team have limited experience managing a publicly traded company, interacting with public company investors and complying with the increasingly complex laws pertaining to public companies listed in the United States. Our management team may not successfully or efficiently manage the Company, which is subject to significant regulatory oversight and reporting obligations under the U.S. federal securities laws and the continuous scrutiny of securities analysts and investors. We also intend to continue to invest resources to comply with evolving laws, regulations, and standards, and these obligations and constituents require significant attention from our senior management and could divert their attention away from the day-to-day management of our business, which could adversely affect our business, prospects, financial condition and results of operations.

We may become subject to litigation, from which we could incur significant monetary and reputational harm, irrespective of the merit of such claim or outcome of such litigation.

There is a risk that we may become subject to litigation and other claims and disputes in the ordinary course of business, including contractual disputes and indemnity claims, misleading and deceptive conduct claims, employment-related claims, and intellectual property disputes and claims, including those based on allegations of infringement, misappropriations or other violations of intellectual property rights. We may incur significant expense defending or settling such litigation.

Any litigation to which we are a party may result in an onerous or unfavorable judgment that may not be reversed upon appeal, or in payments of substantial monetary damages or fines, the posting of bonds requiring significant collateral, letters of credit or similar instruments, or we may decide to settle lawsuits on similarly unfavorable terms. These proceedings could also result in reputational harm, criminal sanctions, consent decrees or orders preventing us from offering certain products or requiring a change in our business practices in costly ways or requiring development of non-infringing or otherwise altered products or technologies. Litigation and other claims and regulatory proceedings against us could result in unexpected disciplinary actions, expenses and liabilities, which could have a material adverse effect on our business, financial condition, results of operations and prospects.

Similar to many online casinos, Aspire has been the target of civil claims brought against it by Austrian players. These civil claims allege the provision of unlicensed gambling in Austria. Similar to the claims in Austria, we are also handling civil claims in Germany.

Our results of operations may be adversely affected by fluctuations in currency values.

The Company's consolidated financial results are affected by foreign currency exchange rate fluctuations. Foreign currency exchange rate exposures arise from current transactions and anticipated transactions denominated in currencies other than U.S. dollars and from the translation of foreign operations primarily derived through Aspire.

Approximately 27% of the Company's revenues in the year ended December 31, 2022 were denominated in U.S. dollars, 35% in euros and 38% in other currencies. Any devaluation of the U.S. dollar compared to the New Israeli Shekel may result in increases in employee liabilities and other expenses, which may adversely affect the Company's profit and financial performance. Exchange rate fluctuations have in the past adversely affected the Company's operating results and cash flows and may adversely affect the Company's results of operations and cash flows and the value of its assets outside the United States in the future. A devaluation of local currency in a jurisdiction in which the Company is paid in such currency may require the Company's customers located in such jurisdiction to adjust the amounts paid in local currency for the Company's products and services, which they may be unable or unwilling to make. Other than the FX Hedging Transaction entered into in connection with the acquisition of Aspire, NeoGames Systems Ltd. ("NGS") entered into certain forward contracts to hedge its NIS cash flow exposure associated with expenses nominated in NIS during 2022. For more information regarding the financing for the acquisition of Aspire, see Item 5.B. "*Operating and Financial Review and Prospects - Liquidity and Capital Resources - Financing for the Acquisition of Aspire.*"

For information regarding the acquisition of Aspire, see Item 7.B. "*Related Party Transactions - Relationship with Aspire*."

Expansion into new markets may be important to the growth of our business in the future, and if we do not manage the business and economic risks of this expansion effectively, it could materially and adversely affect our business and results of operations.

We expect to continue to expand our operations to additional U.S. states and to expand our international operations. For example, on June 28, 2022, we announced the entry into a multi-year turnkey project with Intralot do Brasil, the lottery operator in Brazil's second largest state of Minas Gerais. Any new markets or countries which we attempt to access may not be receptive. For example, we may not be able to expand further in some markets if we are not able to satisfy certain government requirements. In addition, our operations in new jurisdictions subject us to risks customarily associated with such operations, including the complexity of local laws, regulations and markets, the uncertainty of enforcement of remedies in foreign jurisdictions, the impact of local labor laws and disputes, the economic, tax and regulatory policies of local governments and the ability to attract and retain key personnel in new jurisdictions. Foreign jurisdictions could impose tariffs, quotas, trade barriers, and other similar restrictions on our international sales. In addition, our ability to expand successfully involves other risks, including difficulties in integrating operations, risks associated with entering jurisdictions in which we may have little experience and the day-to-day management of a growing and increasingly geographically diverse company.

Our investments in new jurisdictions often entail entering into joint ventures or other business relationships with locally-based entities, especially in jurisdictions in which governments prefer or are required to use locally-based entities. Our reliance on partnerships with locally-based entities can involve additional risks arising from our lack of sole decision-making authority, our reliance on a partner's financial condition, inconsistency between our business interests or goals and those of our partners and disputes between us and our partners.

We may not realize the operating efficiencies, competitive advantages or financial results that we anticipate from our investments in new jurisdictions and our failure to effectively manage the risks associated with our operations in new jurisdictions could have a material adverse effect on our financial position, performance and prospects.

As a significant amount of our net profits and cash flows are generated outside Luxembourg, the repatriation of funds currently held in foreign jurisdictions may result in higher effective tax rates for us. In addition, heightened attention has been given at national and supranational levels, including through the G20 / OECD Base Erosion and Profit Shifting project (BEPS), as well as in other public forums and the media, with regard to matters of cross-border taxation, and in particular, to taxation of the digital economy. On December 20, 2021, the OECD published the Pillar Two model rules for domestic implementation of a 15% global minimum tax. The European Commission published a draft directive on December 22, 2021 aiming at implementing these rules, which was adopted by the Council of the European Union on December 15, 2022. The OECD released the commentary relating to the model rules on March 14, 2022 and addressed co-existence with the US Global Intangible Low-Taxed Income (GILTI) rules. This was followed by the development of an implementation framework focused on administrative, compliance and co-ordination issues relating to Pillar Two. It is expected that the global minimum tax will be implemented at national level by December 31, 2023. The Pillar Two rules, once implemented, are expected to apply to us, along with detailed transfer pricing reporting and exchange of tax information rules known as "Country by Country Reporting", insofar as our annual revenues exceed EUR 750 million.

Malta transposed the EU Anti-Tax Avoidance Directive into domestic law, including changes with respect to exit tax, General Anti-Abuse Rules and Controlled Foreign Corporation rules. Due to pressure from the European Union, many offshore jurisdictions have introduced "substance" requirements including with regard to intangible property companies. The likelihood of scrutiny of tax practices by tax authorities in relevant jurisdictions and the aggressiveness of tax authorities remains high.

In this context, we expect to be subject to increased reporting requirements regarding our international tax structure.

Any changes in the rules regarding cross-border taxation or the revised interpretation of existing tax rules could increase our tax liability and have a material adverse effect on our business, results of operations, financial condition and prospects.

Our insurance may not provide adequate levels of coverage against claims.

We maintain insurance that we believe is customary for businesses of our size and type. However, there are types of losses we may incur that cannot be insured against or that we believe are not economically reasonable to insure. Moreover, any loss incurred could exceed policy limits and policy payments made to us may not be made on a timely basis. Such losses could adversely affect our business prospects, results of operations, cash flows and financial condition.

If we fail to detect fraud or theft, including by our employees and our customers and their players, our reputation may suffer which could harm our brand and negatively impact our business, financial condition and results of operations and subject us to investigations and litigation.

We may incur losses, whether directly or indirectly through our revenue share with our customers, from various types of financial fraud, including use of stolen or fraudulent credit card data, claims of unauthorized payments by our customers' players and attempted payments by such players with insufficient funds. Bad actors use increasingly sophisticated methods to engage in illegal activities involving personal data, such as unauthorized use of another person's identity, account information or payment information and unauthorized acquisition or use of credit or debit card details, bank account information and mobile phone numbers and accounts.

Acts of fraud may involve various tactics, including collusion. Successful exploitation of our systems could have negative effects on our product offerings, services and player experience and could harm our reputation. Failure to discover such acts or schemes in a timely manner could result in harm to our operations.

In addition, negative publicity related to such schemes could have an adverse effect on our reputation, potentially causing a material adverse effect on our business, financial condition, results of operations and prospects. In the event of the occurrence of any such issues with our existing platform or product offerings, substantial engineering and marketing resources and management attention, may be diverted from other projects to correct these issues, which may delay other projects and the achievement of our strategic objectives.

In addition, any misappropriation of, or access to, players' personal data or other proprietary information or other breach of our information security could result in legal claims or legal proceedings, including regulatory investigations and actions, or liability for failure to comply with privacy and information security laws, including for failure to protect personal data or for misusing personal data, which could disrupt our operations, force us to modify our business practices, damage our reputation and expose us to claims from our customers, their players, regulators, employees and other persons, any of which could have an adverse effect on our business, financial condition, results of operations and prospects.

We cannot guarantee that any measures we have taken or may take in the future to detect and reduce the occurrence of fraudulent or other malicious activity on our platform will be effective or will scale efficiently with our business. Our failure to adequately detect or prevent fraudulent transactions could harm our reputation or brand, result in litigation or regulatory action and lead to expenses that could adversely affect our business, financial condition and results of operations.

We are subject to risks related to corporate social responsibility, responsible lottery and gaming, reputation and ethical conduct.

Many factors affect our reputation and the value of our brand, including the perception held by our customers, business partners, investors, other key stakeholders and the communities in which we operate, such as our social responsibility, corporate governance and responsible lottery practices. As with other companies, we have faced, and will likely continue to face, increased scrutiny related to environmental, social, governance ("ESG"), responsible lottery and gaming activities, and our reputation, operations and the value of our brands can be materially adversely harmed if we fail to act responsibly in a number of areas, such as diversity and inclusion, workplace conduct, responsible gaming, sustainable environmental practices, human rights, philanthropy and support for local communities.

While we may at times engage in voluntary initiatives (such as voluntary disclosures, certifications, or goals, among others) to improve the ESG profile of our company and/or products, such efforts may be costly and may not have the desired effect. Expectations around companies' management of ESG matters continues to evolve rapidly, in many instances due to factors that are out of our control. Any actions we currently take may subsequently be determined to be insufficient by various stakeholders, and we may be subject to investor or regulatory engagement on our ESG initiatives, even if they are currently voluntary.

Certain market participants, including major institutional investors and capital providers, use third-party benchmarks and scores to assess companies' ESG profiles in making investment or voting decisions. Unfavorable ESG ratings could lead to increased negative investor sentiment towards us or our industry, which could negatively impact our share price as well as our access to and cost of capital. Any harm to our reputation could impact employee engagement and retention and the willingness of customers and partners to do business with us, which could have a materially adverse effect on our business, results of operations and cash flows. We believe that our reputation is critical to our role as a leader in the iLottery and gaming industries and as a publicly traded company. Our management is heavily focused on the integrity of our directors, officers, senior management, employees, other personnel and third-party suppliers and partners. Illegal, unethical or fraudulent activities perpetrated by any of such individuals, suppliers or partners for personal gain could expose us to potential reputational damage and financial loss.

In addition, we expect there will likely be increasing levels of regulation, disclosure-related and otherwise, with respect to ESG matters. For example, the SEC has published proposed rules that would require companies to provide expanded climate-related disclosures, which may require us to incur significant additional costs to comply, including the implementation of significant additional internal controls processes and procedures regarding matters that have not been subject to such controls in the past, and impose increased oversight obligations on our management and board of directors. Additional regulations have been adopted, or proposed, in Europe, including a number which may increase the oversight obligations of companies with respect to their suppliers and/or business partners. These and other changes in stakeholder expectations will likely lead to increased costs as well as scrutiny that could heighten all of the risks identified in this risk factor. Additionally, many of our customers and business partners may be subject to similar expectations, which may augment or create additional risks, including risks that may not be known to us.

The illegal gaming market could negatively affect our business.

A significant threat to the lottery and gaming industry arises from illegal activities. Such illegal activities may draw significant betting volumes away from the regulated industry. In particular, illegal gaming could take away a portion of the present players that are the focus of our business. The loss of such players could have a material adverse effect on our results of operations, business, financial condition or prospects. Further, public trust is critical to the long-term success of regulated gaming, including lottery. Illegal gaming activities could impact the reputation of our customers, which would have an adverse impact on their revenues and our revenues.

Termination of our relationship with Caesars, or failure to realize the anticipated benefits of such relationship could have an adverse effect on our business, prospects, financial condition and results of operations.

Pursuant to the CZR Term Sheet, we granted Caesars a sub-license to our NeoSphere platform to operate its U.S. iGaming business. In addition, we customize the NeoSphere platform to assist Caesars in meeting the regulatory requirements of the states in which it operates our systems.

Upon a change of control of the Company, Caesars will have the right to purchase a perpetual sub-license to the NeoSphere platform and any software updates and development that we provided to Caesars (the "IP Option") for a price of £15 million. We have also agreed to provide Caesars with the IP Option following the completion of a four year period from the date of the CZR Term Sheet. For additional information on our relationship with Caesars, see Item 7.B. "*Related Party Transactions - Relationship with William Hill and Caesars*." Revenues received from Caesars in exchange for the sub-license to use the NeoSphere platform and the related services accounted for 8.6%, 16% and 13.6% of the Company's revenues in the years ended December 31, 2022, 2021 and 2020, respectively. In the event that Caesars terminates the CZR Term Sheet, we will cease to generate revenues from Caesars. Additionally, the termination of our strategic relationship with Caesars could be negatively perceived by the market and could harm our brand and reputation.

Risks Relating to Regulation of Our Business

The gaming and lottery industries are heavily regulated, and changes to the regulatory framework in the jurisdictions in which we operate could harm our existing operations.

We and our customers are subject to extensive laws and regulations, which vary across the jurisdictions in which we and they operate. The regulatory environment, including lottery and gaming laws, in any particular jurisdiction may change in the future, which may limit some or all of our or our customers' existing operations in such jurisdiction. These risks may include, for example, changes in taxation, an obligation to have a national license and the ability to carry out marketing. There can be no assurance that our and our customers' existing operations, or the iLottery and iGaming industries as a whole, in such jurisdictions will continue to be permitted. Further, even if we are still permitted to operate in a given jurisdiction, regulations may be imposed that make continued operations cost-prohibitive.

While we do our best to follow all applicable laws and regulations, we may be seen by regulatory bodies as having breached local laws. Prosecutors as well as private individuals may bring about criminal and/or civil proceedings, against us or against our business affiliates. Such events can negatively affect our business as they are costly proceedings, and may adversely affect our licensing objectives and our reputation.

We may become subject to additional regulations in any new jurisdiction in which we decide to operate in the future. The complexity of the regulatory environment may create challenges for us with respect to our ability to comply with applicable regulations, renew contracts, pursue tender offers and otherwise develop our business.

We may not be able to capitalize on the expansion of internet use and other changes in the lottery and gaming industries as a consequence of lack of legislative approvals, changes in regulations or regulatory uncertainty. We aim to take advantage of the liberalization of internet and mobile gaming, both within the United States and internationally. These industries involve significant risks and uncertainty, including legal, business and financial risks. This dynamic environment can make it difficult to plan strategically and can provide opportunities for competitors to grow revenues at our expense. Our ability to successfully pursue interactive lottery and gaming strategies depends on the regulation of gambling through online channels. Regulations and laws relating to internet lottery and gaming are evolving and we cannot predict the timing, scope or terms of any such state, federal or foreign regulations, or the extent to which any such regulations will facilitate or hinder our interactive strategies. Any such changes to regulations or laws could have a material adverse effect on our business, results of operations, financial condition and prospects.

Failure by us or by our major shareholders to comply with regulations may result in the revocation or suspension of our or our customers' licenses to operate.

Our and our customers' respective licenses to operate are subject to suspension or revocation by applicable regulatory authorities as a result of noncompliance with applicable regulatory requirements. In the event of our noncompliance, such authorities may pursue enforcement proceedings against us or certain of our customers. We can provide no assurance as to whether such proceedings would be likely to result in a favorable outcome. Further, such proceedings, irrespective of their outcome, may cause us or our customers to incur substantial costs, require operational changes and result in reputational damage, among other negative impacts, which could have a material adverse effect on our business, results of operations, financial condition and prospects.

On occasion, we are subject to regulatory and/or administrative investigations with respect to our services in various jurisdictions. Such investigations can affect our business, as well as our licenses and our reputation. Any violations of regulations uncovered in such investigations can carry with it financial penalties and/or additional licensing conditions. Such consequences negatively affect our business operations, by causing us to incur heavy costs and resulting in notification of other regulators in jurisdictions wherein we are licensed. Such penalties can also affect the procurement of future licenses, and negatively affect our reputation.

On November 23, 2022, Aspire reached the conclusion of its license review by the United Kingdom Gambling Commission, which identified certain shortcomings in the system of controls it uses to monitor risks associated with its relationship with its partners. Aspire cooperated with the United Kingdom Gambling Commission throughout the investigation and took immediate corrective steps to address the identified failings. Aspire received a warning and agreed to pay a financial penalty in the amount of £237,600.

On January 23, 2019, the Belgian Gaming Commission ("BGC") decided to revoke AG Software's (as defined below) Class E software provider license, because AG Software had not implemented a technical requirement set by the BGC. As a result of this decision, AG Software can no longer offer its gambling software services in Belgium. No financial penalties were issued by the BGC. AG Software has filed an action for the annulment of the BGC's decision. In February 2023, an auditor of the Council of State filed a report in AG Software's favor, arguing that the BGC has no authority to impose a particular method of registration and identification, and age control of players. The BGC filed a brief contesting this view. AG Software is currently preparing a brief to submit in response, which will agree with the auditor's conclusion, and refute the BGC's last brief.

In addition, regulatory and gaming authorities may suspend, revoke or condition our existing licenses and permits, or refuse, delay or condition the grant of future licenses and permits, if our principal shareholders are subject to investigations or regulatory proceedings. For example, one of our major shareholders was recently required to divest his shares as a result of requirements by state gaming regulators. Should our shareholders not comply with regulatory standards, or not timely cooperate with us with to regain compliance, regulators may refuse to grant us or extend our licenses that are necessary for us to offer our services.

Were a license to be lost in any jurisdiction, this would trigger a reporting requirement in other jurisdictions, which can affect our license in those other jurisdictions, and it may also negatively affect applications for licenses in new jurisdictions, or even prevent us from being licensed in such existing or new jurisdictions.

We may fail to identify and support players who are suffering from gambling problems.

Responsible gaming has been a topic of debate in Europe in recent years. Although we responded with updated guidelines, offer a variety of responsible gaming features on our platforms and have appointed an officer of responsible gaming to ensure that guidelines and routines are followed, there can be no assurance that we will be able to identify and support all players who are suffering from gambling problems. The failure to do so could damage our reputation and lead to increased regulatory scrutiny of our operations and marketing strategies and potential regulatory and civil enforcement.

Our efforts to block or limit access to our gaming platforms in certain countries, whether entirely or within certain states thereof, may prove inadequate.

The legal and technological solutions and marketing limitations that we apply in certain jurisdictions to block or limit the access to and the use of services by end users may prove inadequate. In certain countries as well as in certain states of some countries it is prohibited to provide gaming services, and in some cases it is prohibited for customers to participate in any gambling activity, although the gaming operator is located in another country or another state of the same country where it has been legally licensed through regulation. Although we avoid marketing to customers in countries and states where online gaming is prohibited by law (unless the industry regards EU law as superseding national regulation) and apply technical blocking of IP from "blacklisted" countries, our efforts may prove unsuccessful, in which case we could be subject to monetary penalties or other sanctions in the country or state whose laws were violated.

We may incur substantial costs in order to meet the varied and complex regulatory requirements to which we are subject in the different jurisdictions in which we operate.

The form and scope of regulatory requirements within the iLottery, iGaming and online sports betting industries vary by jurisdiction. This lack of uniformity can increase the costs and burden of compliance, as well as increase the difficulty associated with expansion into new jurisdictions.

Regulatory frameworks associated with the iLottery, iGaming and online sports betting industries exist across a wide spectrum, including within particular countries. We currently have iLottery operations in approximately 20 jurisdictions, including several U.S. states where we hold supplier licenses as part of the CZR License (as defined below), and plan to expand our operations into new jurisdictions. In iGaming, we are licensed in 17 jurisdictions, and are currently in the process of obtaining licenses in 5 additional jurisdictions. Expansion into new jurisdictions will subject us to a wider range of different, and potentially conflicting, regulatory requirements, which may cause it to incur increased costs and expend a greater degree of time in ensuring compliance. Our business and operations may be adversely affected by inaccurate predictions of the financial cost and administrative burden of compliance in connection with expansion into new jurisdictions. Further, the likelihood of noncompliance may be heightened in the event of expansion, which could result in payment of liquidated damages or termination of contracts in the event of material noncompliance.

Negative publicity concerning our Company, our brands or the gambling industry in general could result in increased regulations and reputational harm.

The industries in which we operate are at times subject to negative publicity with regard to harmful gambling behavior, such as addiction, gambling by minors, risks related to digital gambling and alleged association with money laundering. Negative publicity regarding our Company or any of our brands, or publicity regarding problem gambling and other concerns with the lottery, gaming and other gambling industries in general, even if not directly connected to us, could adversely impact our business, results of operations, and financial condition. For example, if the perception develops that the lottery and/or gaming industries is failing to address such concerns adequately, the resulting political pressure may result in the industry becoming subject to increased regulation and restrictions on operations. Such an increase in regulation could adversely impact our results of operations, business, financial condition or prospects.

We are subject to laws and regulations related to data privacy, data protection and information security and consumer protection across different markets where we conduct our business, including in the United States and the European Union ("EU"), and we are also required to comply with certain industry standards including the Payment Card Industry Data Security Standard. Our actual or perceived failure to comply with such obligations could harm our business.

In the United States and other jurisdictions in which we operate, we are subject to various consumer protection laws and related regulations. If we are found to have breached any consumer protection laws or regulations in any such jurisdiction, we may be subject to enforcement actions that require us to change our business practices in a manner which may negatively impact our revenues, as well as expose us to litigation, fines, civil and/or criminal penalties and adverse publicity that could cause our customers to lose trust in us, negatively impacting our reputation and business in a manner that harms our financial position.

As part of our business and on behalf of our customers, we collect information about individuals, also referred to as personal data, and other potentially sensitive and/or regulated data. Laws and regulations in the United States and around the world restrict how personal data is collected, processed, stored, used and disclosed, as well as set standards for its security, implement notice requirements regarding privacy practices, and provide individuals with certain rights regarding the use, disclosure and sale of their protected personal data.

In the United States, both the federal and various state governments have adopted or are considering, laws, guidelines or rules for the collection, distribution, use and storage of information collected from or about consumers or their devices. For example, in the United States, there are a number of federal laws that impose limits on or requirements regarding the collection, distribution, use, security and storage of personal data of individuals. The Federal Trade Commission (FTC) Act grants the FTC authority to enforce against unfair or deceptive practices, which the FTC has interpreted to require companies' practices with respect to personal data comply with the commitments posted in their privacy policies. The U.S. Federal Trade Commission and numerous state attorneys general also are applying federal and state consumer protection laws to impose standards on the online collection, use and dissemination of personal data, and to the security measures applied to such data. With respect to the use of personal data for direct marketing purposes, the Controlling the Assault of Non-Solicited Pornography and Marketing Act of 2003, or the CAN-SPAM Act, establishes specific requirements for commercial email messages and specifies penalties for the transmission of commercial email messages that are intended to deceive the recipient as to source or content, and obligates, among other things, the sender of commercial emails to provide recipients with the ability to opt out of receiving future commercial emails from the sender.

In addition, in the United States a number of state-level privacy laws have and will soon go into effect that introduce new data privacy rights for consumers and new operational requirements for companies. We are subject to the Virginia Consumer Data Protection Act ("VCDPA"), which took effect on January 1, 2023, and the Colorado Privacy Act ("CPA"), which will go into effect on July 1, 2023, both of which may require us to modify our data collection or processing practices and policies and to incur substantial costs and expenses in an effort to comply and increase our potential exposure to regulatory enforcement and/or litigation. In addition, we may soon also be subject to other similar, and in some cases more stringent, data privacy laws, such as the California Consumer Privacy Act ("CCPA"), as modified by the California Privacy Rights Act ("CPRA"), which took effect on January 1, 2020 (with modifications taking effect on January 1, 2023), Connecticut Data Privacy Act ("CTDPA"), which goes into effect on July 1, 2023, and the Utah Consumer Privacy Act ("UCPA"), which goes into effect on December 31, 2023, similarly impose new privacy rights and obligations on businesses. More generally, some observers have noted the VCDPA, CPA, CCPA, CTDPA, and UCPA could mark the beginning of a trend toward more stringent United States federal privacy legislation, which could increase our potential liability and adversely affect our business. If we become subject to other state-level laws, guidelines or rules such as the CCPA, CTDPA, CPA, or UCPA, we may be required again to modify our data collection or processing practices and policies and to incur substantial costs and expenses in an effort to comply and increase our potential exposure to regulatory enforcement and/or litigation.

In Europe, we are subject to the European Union General Data Protection Regulation 2016/679 and applicable national supplementing laws (collectively, the "GDPR") and to the United Kingdom General Data Protection Regulation and Data Protection Act 2018 (collectively, the "UK GDPR") (the EU GDPR and UK GDPR together referred to as the "GDPR"). The GDPR imposes comprehensive data privacy compliance obligations in relation to our collection, processing, sharing, disclosure, transfer and other use of data relating to an identifiable living individual or "personal data." We act as both a controller (including a joint controller) and a processor of personal data and must comply with obligations specific to our role. Controller obligations are onerous and include adhering to a principle of accountability which requires us to demonstrate compliance through policies, procedures, training and audit; providing detailed disclosures about how personal data is collected and processed (in a concise, intelligible and easily accessible form); demonstrating that an appropriate legal basis is in place or otherwise exists to justify data processing activities; facilitating rights for data subjects in regard to their personal data (including data access rights, the right to be "forgotten" and the right to data portability); complying with international data transfer requirements; implementing security measures; contracting obligations; and notifying data protection regulators or supervisory authorities (and in certain cases, affected individuals) of significant data breaches. We also act as a data processor on behalf of our customers and have data protection obligations as a processor as well as to our customers, including obligations in relation to contracting, security, and assisting customers

We are also subject to EU and UK rules with respect to cross-border transfers of personal data out of the EEA and UK, respectively, and recent legal developments and guidance have created complexity and uncertainty regarding transfers of personal data from the EEA and the UK to other countries, including to the United States. Most recently, on July 16, 2020, the Court of Justice of the EU (the "CJEU") invalidated the EU-US Privacy Shield Framework (the "Privacy Shield") under which personal data could be transferred from the EEA to U.S. entities who had self-certified under the Privacy Shield scheme. While the CJEU upheld the adequacy of the standard contractual clauses (a standard form of contract approved by the European Commission as an adequate personal data transfer mechanism, and potential alternative to the Privacy Shield), it made clear that reliance on standard contractual clauses alone may not necessarily be sufficient in all circumstances. Use of the standard contractual clauses must now be assessed on a case-by-case basis, taking into account the legal regime applicable in the destination country, in particular applicable surveillance laws and rights of individuals and additional measures and/or contractual provisions may need to be put in place, however, the nature of these additional measures is currently uncertain. The CJEU went on to state that if a competent supervisory authority believes that the standard contractual clauses cannot be complied with in the destination country and the required level of protection cannot be secured by other means, such supervisory authority is under an obligation to suspend or prohibit that transfer. The European Commission has published revised standard contractual clauses for data transfers from the EEA: the revised clauses must be used for relevant new data transfers from September 27, 2021; existing standard contractual clauses arrangements must be migrated to the revised clauses by December 27, 2022. We will be required to implement the revised standard contractual clauses, in relation to relevant existing contracts and certain additional contracts and customer arrangements, within the relevant time frames. There is some uncertainty around whether the revised clauses can be used for all types of data transfers, particularly whether they can be relied on for data transfers to non-EEA entities subject to the GDPR.

These recent developments require us to review and amend the legal mechanisms by which we make and/or receive personal data transfers to/in the U.S. and other countries outside of the EEA and UK, and create uncertainty and increase the risk around our international data transfer and operations. As the enforcement supervisory authorities issue further guidance on personal data export mechanisms, including circumstances where the standard contractual clauses cannot be used, and/or start taking enforcement action, we could suffer additional costs, complaints and/or regulatory investigations or fines, and/or if we are otherwise unable to transfer personal data between and among countries and regions in which we operate, it could affect the manner in which we provide our services, the geographical location or segregation of our relevant systems and operations, and could adversely affect our financial results.

We depend on a number of third parties in relation to the operation of our business, a number of which process personal data or other information on our behalf. We cannot guarantee the technical and organizational security measures or privacy standards of these third parties. Any violation of data or security laws by these third parties could have a material adverse effect on our business and result in the fines and penalties outlined below.

We are subject to the supervision of local data protection authorities in those EU jurisdictions where we are established or otherwise subject to the GDPR. Fines for certain breaches of the GDPR are significant, such as an amount equal to the greater of €20 million or 4% of total global annual turnover. In the UK, we are subject to enforcement and fines for certain breaches can be up to £17.5 million, or 4% of global annual turnover. In addition to the foregoing, a breach of the GDPR could result in regulatory investigations, reputational damage, orders to cease/ change our processing or use of our data, enforcement notices, and/or assessment notices (for a compulsory audit). We may also face civil claims including representative actions and other class action type litigation (where individuals have suffered harm), potentially amounting to significant compensation or damages liabilities, as well as associated costs, diversion of internal resources, and reputational harm.

We are also subject to evolving EU privacy laws on cookies, tracking technologies and e-marketing. In the EU, informed consent is required for the placement of a cookie or similar technologies on a user's device and for direct electronic marketing. The GDPR also imposes conditions on obtaining valid consent, such as a prohibition on pre-checked consents and a requirement to ensure separate consents are sought for each type of cookie or similar technology. The current national laws that implement the ePrivacy Directive are highly likely to be replaced across the EU by an EU regulation known as the ePrivacy Regulation which will significantly increase fines for non-compliance. While the text of the ePrivacy Regulation is still under development, a recent European court decision, regulators' recent guidance and recent campaigns by a not-for-profit organization are driving increased attention to cookies and tracking technologies. If regulators start to enforce the strict approach in recent guidance, this could lead to substantial costs, require significant systems changes, limit the effectiveness of our marketing activities, divert the attention of our technology personnel, adversely affect our margins, increase costs and subject us to additional liabilities. Regulation of cookies and similar technologies, and any decline of cookies or similar online tracking technologies as a means to identify and potentially target users, may lead to broader restrictions and impairments on our marketing and personalization activities and may negatively impact our efforts to understand users.

Restrictions on the collection, use, sharing or disclosure of personal data or additional requirements and liability for security and data integrity could require us to modify our solutions and features, possibly in a material manner, could limit our ability to develop new products and features and could subject us to increased compliance obligations and regulatory scrutiny.

These laws and regulations constantly evolve and remain subject to significant change. In addition, the application and interpretation of these laws and regulations are often uncertain. New privacy laws add additional complexity, requirements, restrictions and potential legal risk, require additional investment in resources to compliance programs, and could impact trading strategies and availability of previously useful data. Such new laws may add additional complexity, variation in requirements, restrictions and potential legal risk, require additional investment in resources to compliance programs, and could impact strategies and availability of previously useful data and could result in increased compliance costs and/or changes in business practices and policies.

We are also subject to payment card association operating rules, certification requirements and rules governing electronic funds transfers, including the Payment Card Industry Data Security Standard (the "PCI DSS") implemented by major card schemes, including Visa, Mastercard, American Express, Discover and JCB. These security standards apply in addition to our regulatory obligations, and applies to companies that collect, store or transmit certain data regarding credit and debit cards, holders and transactions. Any failure to comply with the PCI DSS may violate payment card association operating rules, federal and state laws and regulations, and the terms of our contracts with payment processors and merchant banks. Such failure to comply may result in the loss of our ability to accept credit and debit card payments, subject us to fines, penalties and damages. In addition, there is no guarantee that PCI DSS compliance will prevent illegal or improper use of our payment systems or the theft, loss or misuse of data pertaining to credit and debit cards, credit and debit card holders, and credit and debit card transactions.

We are subject to anti-money laundering laws and regulations in the United States, the European Union and the United Kingdom as well as other jurisdictions in which we operate.

We are subject to reporting, recordkeeping and anti-money laundering provisions in the United States, the European Union and the United Kingdom, and are subject to similar requirements in other jurisdictions in which we operate. Recently, there has been increased regulatory scrutiny by the United States, the European Union, the United Kingdom and other regulators and law enforcement agencies on companies in the gaming industry and compliance with anti-money laundering laws and regulations. Anti-money laundering laws and regulations are evolving quickly and could change or could be interpreted differently in the future, or new laws and regulations could be enacted. Any determination that we have violated such laws or regulations, or any accusations of money laundering or regulatory investigations into possible money laundering activities, could have an adverse effect on our business, financial condition and results of operations and cash flows, and changes in these laws or regulations could result in increased operating costs.

We are subject to economic and trade sanctions laws and regulations.

We are subject to economic and trade sanctions laws and regulations in the various jurisdictions in which we operate, including those administered and enforced by the U.S. Department of Treasury's Office of Foreign Assets Control, the U.S. Department of State, the U.S. Department of Commerce, the United Nations Security Council and other relevant sanctions authorities in the United Kingdom and in European Member States, specifically Malta, Romania, Greece, Ireland, Germany, and Denmark. Our global operations expose us to the risk of violating, or being accused of violating, economic and trade sanctions laws and regulations. Our failure to comply with these laws and regulations may expose us to reputational harm as well as significant penalties, including criminal fines, imprisonment, civil fines, disgorgement of profits, injunctions and debarment from government contracts, as well as other remedial measures. Investigations of alleged violations can also be disruptive and cause us to incur significant legal and investigatory fees. Despite our compliance efforts and activities we cannot assure compliance by our employees or representatives for which we may be held responsible, and any such violation could materially adversely affect our reputation, business, financial condition and results of operations.

We are subject to global anti-corruption laws, including the U.S. Foreign Corrupt Practices Act.

We are subject to anti-corruption, anti-bribery and similar laws and regulations in the various jurisdictions in which we operate, including the U.S. Foreign Corrupt Practices Act (the "FCPA"). The FCPA prohibits us and our officers, directors, employees, agents and business partners acting on our behalf, from corruptly offering, promising, authorizing or providing anything of value to a "foreign official" for the purposes of influencing official decisions or otherwise securing an improper advantage to obtain or retain business. The FCPA further requires companies listed on U.S. stock exchanges to make and keep books and records that accurately reflect transactions and dispositions of assets and to maintain a system of adequate internal accounting controls. We conduct business directly and indirectly (through third-party vendors) with U.S. and non-U.S. governments. We are also subject to governmental oversight around the world, which may bring our officers, directors, employees and business partners acting on our behalf, including agents, into contact with government officials, all of which creates compliance risks.

We have implemented and maintain policies and procedures designed to comply with applicable anti-corruption laws and regulations. However, we cannot provide assurance that our internal controls and compliance systems will always protect us from liability for acts committed by employees, agents or business partners of ours that would violate U.S. and/or non-U.S. laws, including the laws governing payments to government officials, bribery, fraud, kickbacks and other related laws. Any such improper actions or allegations of such acts could subject us to civil or criminal fines and penalties, disgorgement of profits, injunctions and debarment from government contracts, as well as related stockholder lawsuits and other remedial measures, all of which could adversely affect our reputation, business, financial condition and results of operations. Investigations of alleged violations can also be disruptive and cause us to incur significant legal and investigatory fees.

Our revenue may be impacted, to a significant extent, by macroeconomic conditions, as well as by COVID-19 and similar health epidemics and contagious disease outbreaks.

Our business is sensitive to macroeconomic conditions. Economic factors, such as heightened inflationary pressures, risks of a general recession, rising interest rates in key markets in which we operate, currency exchange rate volatility, changes in monetary and related policies, market volatility, consumer confidence, supply chain issues and unemployment rates, are among the most significant factors that impact consumer spending behavior. Weak economic conditions or a significant deterioration in either global or certain regional economic conditions, including those resulting from general macroeconomic factors, such as the recent precipitous rise in inflation and interest rates, health epidemics, such as the ongoing COVID-19 pandemic, man-made events, such as the ongoing conflict in Ukraine, may limit supply chains or increase their cost, reduce the amount of disposable income consumers have, which, in turn, reduces consumer spending, and would have an adverse effect on our business, financial condition, and results of operations.

The extent to which the COVID-19 pandemic affects our financial results and operations will depend on future developments, which are highly uncertain and cannot be predicted, including, but not limited to associated responses including new or escalated government or regulatory measures in markets where we operate and the cancellation of sports events in connection with COVID-19. In addition, new pandemics, similar health epidemics and contagious disease outbreaks may emerge in the future that could have similar negative effects on macroeconomic conditions generally and as a result may materially and adversely affect our business, results of operations, cash flows or financial condition.

Conditions in the jurisdictions where we operate could materially and adversely affect our business, including, for example, in connection with the ongoing war in Ukraine.

Our offices are located in Tel Aviv, Israel, and a number of our officers and directors are living in Israel. Accordingly, political, economic and military conditions in Israel and the surrounding region may directly affect our business and operations, including, without limitation, the judicial reform efforts currently led by the Israeli government, the final form of which is yet unknown. Since the establishment of the State of Israel in 1948, a number of armed conflicts have taken place between Israel and its neighboring countries. Any hostilities involving Israel could adversely affect our operations and results of operations.

In addition, one of our offices is located in Kyiv, Ukraine, where we have approximately 400 employees and a significant part of the development team is located. Russia's invasion of Ukraine and the related measures taken by the U.S., EU, UK and other jurisdictions, and NATO, including economic sanctions and export controls imposed as a result thereof, have created global security concerns and could have an impact on regional and global economies.

We cannot predict the impact of Russian activities in Ukraine and any heightened military conflict or geopolitical instability that may follow, including additional sanctions or counter-sanctions. While we continue to monitor the situation in Ukraine closely, any prolonged or expanded unrest, military activities or sanctions could have a material adverse effect on our operations.

Risks Relating to the Ownership of Our Ordinary Shares

The trading price of our Ordinary Shares is likely to be volatile, and you may lose all or part of your investment.

The following factors, in addition to other risks described in this Annual Report, may have a significant effect on the market price of our Ordinary Shares:

- variations in our operating results;
- actual or anticipated changes in the estimates of our operating results;
- changes in stock market analyst recommendations regarding our Ordinary Shares, other comparable companies or our industry generally;
- macro-economic conditions in the countries in which we do business;
- currency exchange fluctuations and the denominations in which we conduct business and hold our cash reserves;
- market conditions in our industry;
- actual or expected changes in our growth rates or our competitors' growth rates;
- changes in regulation applicable to our industry;
- changes in the market valuation of similar companies;
- the trading volume of our shares on Nasdaq;
- sales of our Ordinary Shares by us or our shareholders, including our Founding Shareholders; and
- the adoption or modification of regulations, policies, procedures or programs applicable to our business.

In addition, if the market for technology stocks or the stock market in general experiences a loss of investor confidence, the trading price of our Ordinary Shares could decline for reasons unrelated to our business, financial condition or operating results. The trading price of our Ordinary Shares might also decline in reaction to events that affect other companies in our industry, even if these events do not directly affect us. Each of these factors, among others, could harm the value of your investment in our Ordinary Shares. In the past, following periods of volatility in the market, securities class-action litigation has often been instituted against companies. Such litigation, if instituted against us, could result in substantial costs and diversion of management's attention and resources, which could materially adversely affect our business, operating results and financial condition.

If a U.S. person is treated as owning at least 10% of our Ordinary Shares, such holder may be subject to adverse United States federal income tax consequences.

If a U.S. person is treated as owning (directly, indirectly or constructively) at least 10% of the value or voting power of our Ordinary Shares, such person may be treated as a "U.S. shareholder" with respect to each "controlled foreign corporation" in our group (if any). Because our group includes a U.S. subsidiary, certain of our non-U.S. subsidiaries will be treated as controlled foreign corporations (regardless of whether or not we are treated as a controlled foreign corporation). A U.S. shareholder of a controlled foreign corporation may be required to report annually and include in its United States taxable income its pro rata share of "Subpart F income," "global intangible low-taxed income," and investments in U.S. property by controlled foreign corporations, regardless of whether we make any distributions. An individual that is a U.S. shareholder with respect to a controlled foreign corporation generally would not be allowed certain tax deductions or foreign tax credits that would be allowed to a U.S. shareholder that is a U.S. corporation. Failure to comply with these reporting obligations may subject a U.S. shareholder to significant monetary penalties and may prevent the statute of limitations with respect to such shareholder's United States federal income tax return for the year for which reporting was due from starting. We cannot provide any assurance that we will assist investors in determining whether we are or any of our non-U.S. subsidiaries is treated as a controlled foreign corporation or whether any investor is treated as a U.S. shareholder with respect to any such controlled foreign corporation or furnish to any U.S. shareholders information that may be necessary to comply with the aforementioned reporting and tax paying obligations. A U.S. investor should consult its advisers regarding the potential application of these rules to an investment in our Ordinary Shares.

Ownership in our Ordinary Shares is restricted by gambling laws, and persons found "unsuitable" by a competent authority may be required to dispose of their shares.

Gambling authorities or lottery authorities, as applicable, have the right to investigate any individual or entity having a relationship to, or involvement with, us or any of our subsidiaries or joint ventures, to determine whether such individual or entity is suitable as a business associate of ours. Many jurisdictions also require any person who acquires beneficial ownership of more than a certain percentage of voting securities of a gambling company to report the acquisition to the local regulatory authorities, and those authorities may require such holders to apply for qualification or a finding of suitability, subject to limited exceptions for "institutional investors" that hold a company's voting securities for investment purposes only.

Gambling and/or lottery authorities have very broad discretion in determining whether an applicant should be deemed suitable. Subject to certain administrative proceeding requirements, these regulators have the authority to deny any application or limit, condition, restrict, revoke or suspend any license, registration, finding of suitability or approval, or fine any person licensed, registered or found suitable or approved, for any cause deemed reasonable by those authorities.

Any person found unsuitable by a competent authority may be precluded from holding direct, indirect, beneficial or record ownership of any voting security, nonvoting security or debt security of any public corporation which is registered with the relevant gambling or lottery authority beyond the time prescribed by such authority.

Our failure, or the failure of any of our major shareholders, directors, officers, key employees, products or technology, to obtain or retain a required license or approval in one jurisdiction could negatively impact our ability (or the ability of any of our major shareholders, directors, officers, key employees, products or technology) to obtain or retain required licenses and approvals in other jurisdictions.

In light of these regulations and the potential impact on our business, our articles of association allow for the restriction of stock ownership by persons or entities who fail to comply with informational or other regulatory requirements under applicable gambling laws, who are found unsuitable to hold our shares by competent authorities, whose stock ownership adversely affects our ability to obtain, maintain, renew or qualify for a license, contract, franchise or other regulatory approval from a gambling or lottery authority or a purported transferee of a stockholder who acquires shares made invalid pursuant to our articles of association. Due to related licensing requirements, one of our Founding Shareholders recently undertook to reduce his ownership stake in the Company. Should a shareholder fail to comply with regulatory requirements in this or a future case, and should the Company fail to pursue all lawful efforts to require such compliance, we may face disciplinary action in the applicable jurisdiction or our licenses in such jurisdiction may be in peril.

The licensing procedures and background investigations of the authorities that regulate our businesses and the restriction in our articles of association may inhibit potential investors from becoming significant stockholders or inhibit existing stockholders from retaining or increasing their ownership.

We do not anticipate paying dividends in the foreseeable future.

We do not anticipate paying any cash dividends on our Ordinary Shares in the foreseeable future. We intend to retain all available funds and any future earnings to fund the development and expansion of our business. Any future determination to pay dividends will be made at the discretion of our board of directors, subject to compliance with applicable laws and covenants under any future credit facility, which may restrict or limit our ability to pay dividends. The amount of any future dividend payments we may make will depend on, among other factors, our strategy, future earnings, financial condition, cash flow, working capital requirements, capital expenditures and applicable provisions of our articles of association. Unless and until we declare and pay dividends, any return on your investment will only occur if the value of our Ordinary Shares appreciates.

Additionally, under Luxembourg law, at least 5% of our net profits per year must be allocated to the creation of a legal reserve until such reserve has reached an amount equal to 10% of our issued share capital. The allocation to the legal reserve becomes compulsory again when the legal reserve no longer represents 10% of our issued share capital. Our legal reserve is not available for distribution.

Future sales or the perception of future sales of our Ordinary Shares could adversely affect the price of our Ordinary Shares.

Subject to compliance with the Securities Act or exceptions therefrom, we, all of our directors and executive officers, and certain of our shareholders including the Founding Shareholders, may make Ordinary Shares available for sale into the public markets, which could cause the market price of our Ordinary Shares to decline and impair our ability to raise capital. Sales of a substantial number of shares or the perception that such sales may occur may also cause the market price of our Ordinary Shares to fall or make it more difficult for you to sell your Ordinary Shares at a time and price that you deem appropriate.

The coverage of our business or our Ordinary Shares by securities or industry analysts or the absence thereof could adversely affect the trading price and trading volume of our Ordinary Shares.

Our Ordinary Shares are listed on Nasdaq. However, we cannot assure you that an active trading market for our Ordinary Shares will be sustained. The trading market for our securities is influenced in part by the research and other reports that industry or securities analysts publish about us or our business or industry from time to time. We do not control these analysts or the content and opinions included in their reports. We may be slow to attract equity research coverage, and the analysts who publish information about our securities will have had relatively little experience with our company, which could affect their ability to accurately forecast our results and make it more likely that we fail to meet their estimates. If no or few analysts commence equity research coverage of us, the trading price and volume of our securities would likely be negatively impacted. If analysts do cover us and one or more of them downgrade our securities, or if they issue other unfavorable commentary about us or our industry or inaccurate research, our stock price would likely decline. Furthermore, if one or more of these analysts cease coverage or fail to regularly publish reports on us, we could lose visibility in the financial markets. Any of the foregoing would likely cause our stock price and trading volume to decline. Accordingly, we cannot assure you of the likelihood that an active trading market will be sustained, the liquidity of any trading market, your ability to sell your Ordinary Shares when desired or the price that you may be able to obtain in any such sale.

We are an emerging growth company, as defined in the JOBS Act, and we cannot be certain if the reduced disclosure requirements applicable to emerging growth companies will make our Ordinary Shares less attractive to investors because we may rely on these reduced disclosure requirements.

We are an emerging growth company, as defined in the JOBS Act, and we could continue to be an emerging growth company for up to five years following the completion of our initial public offering.

For as long as we continue to be an emerging growth company, we may also take advantage of certain exemptions from various reporting requirements that are applicable to other public companies that are not emerging growth companies, including presenting only limited selected financial data and not being required to comply with the auditor attestation requirements of Section 404(b) of the Sarbanes-Oxley Act. As a result, our shareholders may not have access to certain information that they may deem important. We cannot predict if investors will find our Ordinary Shares less attractive because we may rely on these exemptions. If some investors find our Ordinary Shares less attractive as a result, there may be a less active trading market for our Ordinary Shares and our share price may be more volatile.

We are a foreign private issuer and, as a result, we are not subject to U.S. proxy rules and are subject to Exchange Act reporting obligations that, to some extent, are more lenient and less frequent than those of a U.S. domestic public company.

We report under the Exchange Act as a non-U.S. company with foreign private issuer status. Because we qualify as a foreign private issuer under the Exchange Act, we are exempt from certain provisions of the Exchange Act that are applicable to U.S. domestic public companies, including (1) the sections of the Exchange Act regulating the solicitation of proxies, consents or authorizations in respect of a security registered under the Exchange Act, (2) the sections of the Exchange Act requiring insiders to file public reports of their share ownership and trading activities and liability for insiders who profit from trades made in a short period of time and (3) the rules under the Exchange Act requiring the filing with the SEC of quarterly reports on Form 10-Q containing unaudited financial and other specified information. In addition, foreign private issuers are not required to file their annual report on Form 20-F as promptly as U.S. domestic issuers. In addition, we are permitted to disclose limited compensation information for our executive officers on an individual basis. Further, we are not required to comply with Regulation FD, which restricts the selective disclosure of material nonpublic information to, among others, broker-dealers and holders of a company's securities under circumstances in which it is reasonably foreseeable that the holder will trade in the company's securities on the basis of the information. These exemptions and leniencies reduce the frequency and scope of information and protections afforded to shareholders of a company that is not a foreign private issuer.

Additionally, as a foreign private issuer whose shares are listed on Nasdaq, we have the option to follow certain home country corporate governance practices rather than those of Nasdaq, including with respect to Nasdaq's rule with respect to a majority independent board. This will be the case even if we cease to be a "controlled company" within the meaning of the Nasdaq listing standards. Subject to the controlled company exemption, we may in the future elect to follow home country practices with regard to various corporate governance requirements for which exemptions are available to foreign private issuers, including certain requirements prescribed by Nasdaq with regard to, among other things, the composition of our board of directors and shareholder approval procedures for certain dilutive events and for the adoption of, and material changes to, equity incentive plans. As a result, our shareholders may not have the same protections afforded to shareholders of companies that are subject to all Nasdaq corporate governance requirements. See Item 16G. *"Corporate Governance."*

At this time, we do not follow any Luxembourg rules instead of Nasdaq corporate governance rules, except with respect to Nasdaq Marketplace Rule 5635 which sets forth the circumstances under which shareholder approval is required prior to an issuance of securities in connection with: (i) the acquisition of the stock or assets of another company; (ii) equity-based compensation of officers, directors, employees or consultants; (iii) a change of control; and (iv) transactions other than public offerings. With respect to the circumstances described in Nasdaq Marketplace Rule 5635, we follow Luxembourg law which does not require approval of our shareholders with respect to the issuance of new shares within the limit and subject to the terms of the delegation granted to the board of directors in the form (and within the limits and conditions) of the authorized capital of the Company.

Although we are a foreign private issuer and may elect to follow home country rules in lieu of certain Nasdaq listing rules, we are required, among other things, to have an audit committee that satisfies Nasdaq Listing Rule 5605(c)(2), including independence requirement of Nasdaq Listing Rule 5605(c)(2)(A)(ii). As previously disclosed, Ms. Lisbeth McNabb, who served as a member of the Board since May 2021, and also served as chair of the Audit Committee and as a member of the Compensation Committee and Nominating and Corporate Governance Committee, resigned from the Board effective April 21, 2023. As a result, Nasdaq notified us that we are not in compliance with Nasdaq Listing Rule 5605(c)(2)(A) requiring three members on our audit committee. As such, we are relying on the cure period allowed for under Nasdaq Listing Rules to fill such vacancy with a qualified individual, and if we fail do so, we could become subject to delisting by Nasdaq.

We may lose our foreign private issuer status in the future, which could result in significant additional costs and expenses.

As discussed above, we are a foreign private issuer, and therefore, we are not required to comply with all of the periodic disclosure and current reporting requirements of the Exchange Act. The determination of foreign private issuer status is made annually on the last business day of an issuer's most recently completed second fiscal quarter, and, accordingly, the next determination will be made with respect to us on June 30, 2023. In the future, we would lose our foreign private issuer status if (1) more than 50% of our outstanding voting securities are owned by U.S. residents and (2) a majority of our directors or executive officers are U.S. citizens or residents, or we fail to meet additional requirements necessary to avoid loss of foreign private issuer status. If we lose our foreign private issuer status, we will be required to file with the SEC periodic reports and registration statements on U.S. domestic issuer forms, which are more detailed and extensive than the forms available to a foreign private issuer. We will also have to mandatorily comply with U.S. federal proxy requirements, and our officers, directors and principal shareholders will become subject to the short-swing profit disclosure and recovery provisions of Section 16 of the Exchange Act. In addition, we will lose our ability to rely upon exemptions from certain corporate governance requirements under the Nasdaq rules. As a U.S.-listed public company that is not a foreign private issuer, we will incur significant additional legal, accounting and other expenses that we will not incur as a foreign private issuer.

We are a "controlled company" under Nasdaq rules, and we are able to rely on exemptions from certain corporate governance requirements that provide protection to shareholders of companies that are not controlled companies.

The Founding Shareholders held as of April 2023 approximately 59.1% of our issued Ordinary Shares. Accordingly, we are a "controlled company" under Nasdaq rules. As a controlled company, we are exempt from Nasdaq rules with respect to certain corporate governance requirements, such as the requirement that we have a majority of independent directors and we utilize this exemption. While we do not currently take advantage of other exemptions, if we elect to take advantage of any other exemptions in the future, our shareholders will not have the same protections afforded to shareholders of companies that are subject to all Nasdaq rules.

Our articles of association designate the federal district courts of the United States as the sole and exclusive forum for certain types of actions and proceedings that may be initiated by our shareholders.

Our articles of association provide that, unless we consent in writing to the selection of an alternative forum, the U.S. federal district courts shall be the sole and exclusive forum for any claim asserting a cause of action arising under the Securities Act. Section 22 of the Securities Act creates concurrent jurisdiction for federal and state courts over all such Securities Act actions. Accordingly, both state and federal courts have jurisdiction to entertain such claims. This choice of forum provision may limit a shareholder's ability to bring a claim in a judicial forum that it finds favorable for disputes with us or our directors, officers or other employees and may increase the costs associated with such lawsuits, which may discourage such lawsuits against us and our directors, officers and employees. Alternatively, if a court were to find these provisions of our articles of association inapplicable to, or unenforceable in respect of, one or more of the specified types of actions or proceedings, we may incur additional costs associated with resolving such matters in other jurisdictions, which could adversely affect our business and financial condition. Any person or entity purchasing or otherwise acquiring any interest in our share capital shall be deemed to have notice of and to have consented to the choice of forum provisions of our articles of association described above. This provision would not apply to suits brought to enforce a duty or liability created by the Exchange Act or any other claim for which the U.S. federal courts have exclusive jurisdiction.

We may be classified as a passive foreign investment company, which could result in adverse United States federal income tax consequences to United States Holders (as defined below) of our Ordinary Shares.

We would be classified as a passive foreign investment company ("PFIC") for any taxable year if, after the application of certain look-through rules, either: (i) 75% or more of our gross income for such year is "passive income" (as defined in the relevant provisions of the Internal Revenue Code (as defined below)), or (ii) 50% or more of the value of our gross assets (generally determined on the basis of a quarterly average) during such year is attributable to assets that produce or are held for the production of passive income. For these purposes, cash and other assets readily convertible into cash or that do or could generate passive income are categorized as passive assets, and the value of goodwill and other unbooked intangible assets is generally taken into account. Passive income generally includes, among other things, rents, dividends, interest, royalties, gains from the disposition of passive assets and gains from commodities and securities transactions. For purposes of this test, we will be treated as owning a proportionate share of the assets and earning a proportionate share of the income of any other corporation of which we own, directly or indirectly, at least 25% (by value) of the stock.

Based on our market capitalization and the composition of our income, assets and operations, we believe we were not a PFIC for the year ending December 31, 2022 and do not expect to be a PFIC for United States federal income tax purposes for the current taxable year or in the foreseeable future. However, this is a factual determination that must be made annually after the close of each taxable year. Moreover, the aggregate value of our assets for purposes of the PFIC determination may be determined by reference to the trading value of our Ordinary Shares, which could fluctuate significantly. In addition, it is possible that the Internal Revenue Service may take a contrary position with respect to our determination in any particular year, and, therefore, there can be no assurance that we were not a PFIC for the year ending December 31, 2022 or will not be classified as a PFIC for the current taxable year or in the future. United States Holders should consult their tax advisers regarding the application of these rules. Certain adverse United States federal income tax consequences could apply to a United States Holder if we are treated as a PFIC for any taxable year during which such United States Holder holds our Ordinary Shares. See Item 10.E. "*Taxation - Material United States Federal Income Tax Considerations for United States Holders - Passive Foreign Investment Company*."

We continue to incur increased costs as a result of operating as a public company, and our management is required to devote substantial time to compliance initiatives and corporate governance practices.

As a public company, and particularly after we are no longer an emerging growth company, we will continue to incur significant legal, accounting and other expenses that we did not incur as a private company. The Sarbanes-Oxley Act, the Dodd-Frank Wall Street Reform and Consumer Protection Act, Nasdaq rules and other applicable rules and regulations impose various requirements on public companies, including establishment and maintenance of effective disclosure and financial controls and corporate governance practices. Our management and other personnel continue to devote a substantial amount of time to these compliance initiatives. Moreover, these rules and regulations continue to increase our legal and financial compliance costs and continue to make some activities more time-consuming and costly. For example, these rules and regulations make it more difficult and more expensive for us to obtain director and officer liability insurance, and could also make it more difficult for us to attract and retain qualified members of our board of directors.

We continue to evaluate these rules and regulations and cannot predict or estimate the amount of additional costs we may incur or the timing of such costs. These rules and regulations are often subject to varying interpretations, in many cases due to their lack of specificity, and, as a result, their application in practice may evolve over time as new guidance is provided by regulatory and governing bodies. This could result in continuing uncertainty regarding compliance matters and higher costs necessitated by ongoing revisions to disclosure and governance practices.

We are required to comply with the SEC's rules implementing Sections 302 and 404 of the Sarbanes-Oxley Act, which require management to certify financial and other information in our annual reports and provide an annual management report on the effectiveness of control over financial reporting. We are required to disclose material changes in internal control over financial reporting on an annual basis and are required to make annual assessment of our internal control over financial reporting pursuant to Section 404(a). While we remain an emerging growth company, we will not be required to include an attestation report on internal control over financial reporting issued by our independent registered public accounting firm pursuant to Section 404(b). To maintain compliance with Section 404 we are engaged in a process to document and evaluate our internal control over financial reporting, which is both costly and challenging. In this regard, we will need to continue to dedicate internal resources, potentially engage outside consultants and adopt a detailed work plan to assess and document the adequacy of internal control over financial reporting, continue steps to improve control processes as appropriate, validate through testing that controls are functioning as documented and implement a continuous reporting and improvement process for internal control over financial reporting. Despite our efforts, there is a risk that we will not be able to conclude that our internal control over financial reporting is effective as required by Section 404. If we identify one or more significant deficiencies, it could result in an adverse reaction in the financial markets due to a loss of confidence in the reliability of our financial statements. As a result, the market price of our Ordinary Shares could be negatively affected, and we could become subject to investigations by the stock exchange on which our securities are listed, the SEC or other regulatory authorities, which could require additional financial and management resources.

If we were deemed to be an investment company under the Investment Company Act of 1940, as amended (the "1940 Act"), applicable restrictions could make it impractical for us to continue our business as contemplated and could have a material adverse effect on our business, financial condition and results of operations.

Under Sections 3(a)(1)(A) and (C) of the 1940 Act, a company generally will be deemed to be an "investment company" for purposes of the 1940 Act if (1) it is, or holds itself out as being, engaged primarily, or proposes to engage primarily, in the business of investing, reinvesting or trading in securities or (2) it engages, or proposes to engage, in the business of investing, reinvesting, owning, holding or trading in securities and it owns or proposes to acquire investment securities having a value exceeding 40% of the value of its total assets (exclusive of U.S. government securities and cash items) on an unconsolidated basis. We do not believe that we are an "investment company," as such term is defined in either of those sections of the 1940 Act.

Notwithstanding Sections 3(a)(1)(A) and (C) of the 1940 Act, we are a research and development company and comply with the safe harbor requirements of Rule 3a-8 of the 1940 Act. We intend to conduct our operations so that we will not be deemed an investment company. However, if we were to be deemed an investment company, restrictions imposed by the 1940 Act, including limitations on our capital structure and our ability to transact with affiliates, could make it impractical for us to continue our business as contemplated and could have a material adverse effect on our business, financial condition and results of operations.

Risks Relating to Our Incorporation in Luxembourg

The rights of our shareholders may differ from the rights they would have as shareholders of a United States corporation, which could adversely impact trading in our Ordinary Shares and our ability to conduct equity financings.

The Company's corporate affairs are governed by the Company's articles of association and the laws of Luxembourg, including the Luxembourg Company Law, as amended from time to time (*loi du 10 août 1915 concernant les sociétés commerciales, telle qu'elle a été modifiée*). The rights of our shareholders and the responsibilities of our directors and officers under Luxembourg law are different from those applicable to a corporation incorporated in the United States. For example, under Delaware law, the board of directors of a Delaware corporation bears the ultimate responsibility for managing the business and affairs of a corporation. In discharging this function, directors of a Delaware corporation owe fiduciary duties of care and loyalty to the corporation and its shareholders. Luxembourg law imposes a duty on directors of a Luxembourg company to: (i) act in good faith with a view to the best interests of a company; and (ii) exercise the care, diligence, and skill that a reasonably prudent person would exercise in a similar position and under comparable circumstances. Additionally, under Delaware law, a shareholder may bring a derivative action on behalf of a company to enforce a company's rights. Under Luxembourg law, the board of directors has sole authority to decide whether to initiate legal action to enforce a company's rights (other than, in certain circumstances, an action against members of our board of directors, which may be initiated by the general meeting of the shareholders, or, subject to certain conditions, by minority shareholders holding together at least 10% of the voting rights in the company). Further, under Luxembourg law, there may be less publicly available information about us than is regularly published by or about U.S. issuers. In addition, Luxembourg laws governing the securities of Luxembourg companies may not be as extensive as those in effect in the United States, and Luxembourg laws and regulations in respect of corporate governance matters might not be as protective of minority shareholders as are state corporation laws in the United States. Therefore, our shareholders may have more difficulty in protecting their interests in connection with actions taken by our directors, officers or principal shareholders than they would as shareholders of a corporation incorporated in the United States. As a result of these differences, our shareholders may have more difficulty protecting their interests than they would as shareholders of a U.S. issuer.

The Company is organized under the laws of Luxembourg and a substantial amount of its assets are not located in the United States. It may be difficult for you to obtain or enforce judgments or bring original actions against us or the members of our board of directors in the United States.

The Company is organized under the laws of the Grand Duchy of Luxembourg. Most of the members of our board of directors, our senior management and the experts named in this Annual Report reside outside the United States and a substantial portion of their assets are located outside the United States. As a result, it may not be possible for you to effect service of process within the United States upon these individuals or upon us or to enforce judgments obtained in U.S. courts based on the civil liability provisions of the U.S. securities laws against us in the United States. Awards of punitive damages in actions brought in the United States or elsewhere are generally not enforceable in Luxembourg and penalty clauses and similar clauses on damages or liquidated damages are allowed to the extent that they provide for a reasonable level of damages and the courts of Luxembourg have the right to reduce or increase the amount thereof if it is unreasonably high or low.

As there is no treaty in force on the reciprocal recognition and enforcement of judgments in civil and commercial matters between the United States and the Grand Duchy of Luxembourg, courts in Luxembourg will not automatically recognize and enforce a final judgment rendered by a U.S. court. A valid judgment obtained from a court of competent jurisdiction in the United States may be entered and enforced through a court of competent jurisdiction in Luxembourg, subject to compliance with the enforcement procedures (*exequatur*). The enforceability in Luxembourg courts of judgments rendered by U.S. courts will be subject, prior to any enforcement in Luxembourg, to the procedure and the conditions set forth in the Luxembourg procedural code, which conditions may include that:

- the judgment of the U.S. court is final and enforceable (*exécutoire*) in the United States;
- the U.S. court had jurisdiction over the subject matter leading to the judgment (that is, its jurisdiction was in compliance both with Luxembourg private international law rules and with the applicable domestic U.S. federal or state jurisdictional rules);
- the U.S. court has applied to the dispute the substantive law that would have been applied by Luxembourg courts. Based on recent case law and legal doctrine, it is not certain that this condition would still be required for an exequatur to be granted by a Luxembourg court;
- the judgment was granted following proceedings where the counterparty had the opportunity to appear and, if it appeared, to present a defense, and the decision of the foreign court must not have been obtained by fraud, but in compliance with the rights of the defendant;
- the U.S. court has acted in accordance with its own procedural laws; and
- the decisions and the considerations of the U.S. court must not be contrary to Luxembourg international public policy rules, must not have been given in proceedings of a tax or criminal nature and must not have been rendered subsequent to an evasion of Luxembourg law (*fraude à la loi*).

In addition, actions brought in a Luxembourg court against us, the members of our board of directors, our officers or the experts named herein to enforce liabilities based on U.S. federal securities laws may be subject to certain restrictions. In particular, Luxembourg courts do generally not award punitive damages. It is possible that awards of damages made under civil liabilities provisions of the U.S. federal securities laws or other laws (for example, fines or punitive damages) would be classified by Luxembourg courts as being of a penal or punitive nature and would not be recognized by Luxembourg courts. Ordinarily an award of monetary damages would not be considered as a penalty, but if the monetary damages include punitive damages, such punitive damages may be considered as a penalty.

Derivative actions are generally not available to shareholders under Luxembourg law. However, minority shareholders holding securities entitled to 10% of the voting rights at the general meeting that resolved on the granting of discharge to the directors may bring an action against the directors on behalf of the company. Minority shareholders holding at least 10% of the voting rights of a company may also ask the directors questions in writing concerning acts of management of the company or one of its subsidiaries, and if the company fails to answer these questions within one month, these shareholders may apply to the Luxembourg courts to appoint one or more experts instructed to submit a report on these acts of management. This provision of Luxembourg law does not apply to claims under the U.S. federal securities laws. Furthermore, consideration would be given by a Luxembourg court in summary proceedings to acts that are alleged to constitute an abuse of majority rights against the minority shareholders.

Litigation in Luxembourg also is subject to rules of procedure that differ from the U.S. rules, including with respect to the taking and admissibility of evidence, the conduct of the proceedings and the allocation of costs. Proceedings in Luxembourg would have to be conducted in the French or German language, and all documents submitted to the court would, in principle, have to be translated into French or German.

There exists no published case law in Luxembourg in relation to the recognition of limited recourse provisions by which a party agrees to limit its recourse against the other party to the assets available at any given point in time with such other party and there exists no published case law in Luxembourg in relation to the recognition of foreign law governed subordination provisions whereby a party agrees to subordinate its claims of another party. If a Luxembourg court had to analyze the enforceability of such provisions, it is likely that such a court would consider the position taken by Belgian and Luxembourg legal scholars according to which limited recourse provisions are enforceable against the parties thereto but not against third parties.

A contractual provision allowing the service of process against a party to a service agent could be overridden by Luxembourg statutory provisions allowing the valid serving of process against a party subject to and in accordance with the laws of the country where such party is domiciled.

For these reasons, it may be difficult for a U.S. investor to bring an original action in a Luxembourg court predicated upon the civil liability provisions of the U.S. federal securities laws against us, the members of our board of directors, our executive officers and the experts named in this Annual Report. In addition, even if a judgment against us, the non-U.S. members of our board of directors, senior management or the experts named in this Annual Report based on the civil liability provisions of the U.S. federal securities laws is obtained, a U.S. investor may not be able to enforce it in U.S. or Luxembourg courts.

Luxembourg and European insolvency and bankruptcy laws are substantially different than U.S. insolvency laws and may offer our shareholders less protection than they would have under U.S. insolvency and bankruptcy laws.

As a company organized under the laws of Luxembourg and with its registered office in Luxembourg, the Company is subject to Luxembourg insolvency and bankruptcy laws in the event any insolvency proceedings are initiated against us including, among other things, Council and European Parliament Regulation (EU) 2015/848 of 20 May 2015 on insolvency proceedings (recast). Should courts in another European country determine that the insolvency and bankruptcy laws of that country apply to us in accordance with and subject to such EU regulations, the courts in that country could have jurisdiction over the insolvency proceedings initiated against us. Insolvency and bankruptcy laws in Luxembourg or the relevant other European country, if any, may offer our shareholders less protection than they would have under U.S. insolvency and bankruptcy laws and make it more difficult for them to recover the amount they could expect to recover in a liquidation under U.S. insolvency and bankruptcy laws.

ITEM 4. INFORMATION ON THE COMPANY

4.A. History and Development of the Company

We are a technology-driven provider of end-to-end iLottery and iGaming solutions and were initially organized under the laws of the Grand Duchy of Luxembourg ("Luxembourg") as a private limited liability company (*société à responsabilité limitée*) on April 10, 2014 and converted into a public limited liability company (*société anonyme*) under the laws of Luxembourg on November 10, 2020 by completing the Initial Public Offering (the "IPO") of our Ordinary Shares and their listing on Nasdaq Global Market. As part of the conversion we executed a 1:8.234 reverse share split. Our registered office is located at 63-65 rue de Merl, L-2146 Luxembourg and our telephone number at this address is +352-2040119020.

Our principal executive offices are located at 10 Habarzel Street, Tel Aviv, 6971014, Israel. Our telephone number at this address is +972-73-372-3107. Our website address is *https:// neogames.com*. The information contained on, or that can be accessed through, our website is not a part of, and shall not be incorporated by reference into, this Annual Report. We have included our website address as an inactive textual reference only. The SEC maintains an Internet site that contains reports, proxy and information statements, and other information regarding issuers, such as we, that file electronically, with the SEC at *www.sec.gov*. Under the rules of the SEC, we are currently eligible for treatment as a "foreign private issuer." As a "foreign private issuer," we will not be required to file periodic reports and financial statements with the SEC as frequently or as promptly as domestic registrants whose securities are registered under the Exchange Act. Our agent for service of process in the United States is Puglisi & Associates and its address is 850 Library Avenue, Suite 204, Newark, DE 19711.

Selected Recent Developments

The Aspire Acquisition

On June 14, 2022, we completed a tender offer to acquire the shares of Aspire (the "Aspire Tender Offer"), and on August 11, 2022 we completed a squeeze out procedure for the remaining outstanding shares, after which we now own 100% of Aspire. The consideration paid by us for Aspire shares was SEK 111.00 per Aspire share with respect to 50% of Aspire shares, and 0.320 NeoGames ordinary shares (in the form of SDRs) for the remaining 50% of Aspire shares. The acquisition was funded through a combination of newly issued NeoGames ordinary shares and cash. We issued approximately 7.6 million ordinary shares (in the form of SDRs), and we also paid approximately $264 million (equivalent to SEK 2.64 billion) in cash. To partially fund the cash portion of the offer, we obtained fully committed debt financing from funds and accounts managed, advised or sub-advised by Blackstone Alternative Credit Advisors LP and/or its affiliates, consisting of a €187.7 million (approximately $198 million) term loan. The term loan, along with a €13.1 million (approximately $13.8 million) overfund facility, has a six-year maturity.

Since the completion of the acquisition we have been working to integrate Aspire into our business and to utilize efficiencies and realize synergies between the two companies. For example, following the acquisition we have been able to bring aggregation services, sports betting and managed services to our customers, and expanding lotteries to iGaming and sports betting. In addition, the acquisition allowed us to add complementary offerings to our product mix, consolidate functions and utilize economies of scale. Mr. Tsachi Maimon, the Chief Executive Officer of Aspire prior to its acquisition by the Company, has joined NeoGames as President and is heading a newly formed iGaming division.

Relationship with Pollard Banknote

In January 2023, the Company entered into an agreement with Pollard Banknote Limited formalizing its joint venture relationship with them regarding NPI and separately amended the existing Michigan Joint Venture Agreement with Pollard Banknote Limited. We believe that these agreements help reinforce the Company's long-term approach aimed at promoting the continued success of NPI and, accordingly, the continuation of the Company's support of NPI customers' iLottery programs. In addition, the agreements provide the Company and Pollard the option to pursue future iLottery opportunities in the North American market either in partnership, as part of their joint venture, or independently.

Pariplay launch in Alberta

In January 2022, Pariplay, one of our subsidiaries and a leading aggregator and game studio, went live in Alberta, capturing a significant share of the casino tab wallet market. This expansion has been possible due to our partnership in NPI.

Entry into the Brazilian Market

On June 28, 2022, we announced the entry into a multi-year turnkey project with Intralot do Brasil, the lottery operator for over a decade for Loteria Mineira, the official lottery in Brazil's second largest state, Minas Gerais. The agreement with Intralot do Brasil marks NeoGames' entry into the Brazilian market with an end-to-end solution of iLottery and online sports betting. The agreement is also our first cooperation with BtoBet, which is a sports betting solution acquired by us as part of the acquisition of Aspire.

Pariplay's agreement with Resorts

On January 11, 2023, we announced that Pariplay has entered into an agreement with Resorts Digital Gaming, the online arm of the first casino in Atlantic City - Resorts Casino and Hotel. Resorts Digital's customers will be able to access Pariplay's proprietary content as well as very popular third-party licensed games.

This partnership with Resorts Digital Gaming increases Pariplay's footprint across North America to being approved to operate in five of the six jurisdictions in the United States that have regulated online gaming, as well as additional Canadian provinces.

Agreement with Metropolitan Gaming

The Company announced on February 1, 2023 that Aspire has entered into a multi-year agreement with Metropolitan Gaming, a leading, land-based U.K. operator group, which operates one of London's biggest casinos as well as seven other premium locations in the United Kingdom. Pursuant to the agreement, Aspire will provide Metropolitan Gaming with its comprehensive online solution, incorporating its platform (PAM), managed services and casino aggregation solution.

Pariplay's content agreement with DraftKings

On March 10, 2023, the Company announced that Pariplay entered into a content agreement with DraftKings, a major US-facing operator, in New Jersey. The Company's in-house casino games studio content will be available to DraftKings customers in New Jersey. DraftKings will also have access to a large selection of top performing third-party games, including content exclusively available through Pariplay.

BtoBet's preparedness for the North American market

BtoBet has developed it's a North American facing self-service betting terminal ("SSBT") and OTC (over the counter) betting solutions, such that we are now able offer a full range of betting solutions to land-based operators who wish to provide the same offerings on-land as they provide online.

Principal Capital Expenditures

For a description of our principal capital expenditures and divestitures for the three years ended December 31, 2022 and for those currently in progress, see Item 5. "*Operating and Financial Review and Prospects*."

4.B. Business Overview

Our Company

We are a technology-driven innovator and a global leader of iLottery and iGaming solutions and services for regulated lotteries and gaming operators, offering our customers a full-service suite of solutions, including proprietary technology platforms, two dedicated game studios with an extensive portfolio of engaging games – one in lottery and one in casino games, and a range of value-added services.

As a global B2G and B2B technology and service provider to state lotteries and other lottery operators, we offer our customers a full-service solution that includes all of the elements required for the offering of lottery games, including Instants and DBGs (both as defined below), via personal computers, smartphones and handheld devices ("iLottery"). These elements include technology platforms, a range of value-added services and a game studio with a large portfolio of games. The value-added services that we offer facilitate various aspects of the iLottery offering including regulation and compliance, payment processing, risk management, player relationship management and player value optimization. Our complete solution allows our customers to enjoy the benefits of marketing their brands and generating traffic to their iLottery sales channels.

With the strategic acquisition of Aspire Global Plc ("Aspire" and, together with its subsidiaries, the "Aspire Group") in June 2022, NeoGames now offers an innovative sports betting platform from BtoBet, an advanced content aggregation solution from Pariplay, and a complete set of B2B gaming tech and managed services. The combined Company has a true global presence, servicing customers in more than a dozen U.S. states, over ten countries throughout Europe, as well as operations throughout high growth regions such as Latin America and Africa. Expanding our customer base has also reduced the concentration of our revenues.

NeoGames was established as an independent company in 2014, following a spin-off from Aspire (formerly known as NeoPoint Technologies Limited), formerly a B2C and B2B, and currently a B2B service provider in the iGaming industry. Prior to the spin-off from Aspire, our management team was responsible for the iLottery business of Aspire, which derived the majority of its revenues from the sale of iLottery games to various lotteries in Europe. In 2014, we began to focus on the U.S. iLottery market, which opened in 2012 with the introduction of online lottery ticket sales in Illinois. In order to access this significant market opportunity, we partnered with Pollard Banknote Limited ("Pollard"), one of the leading vendors to the global lottery industry. In 2014, we signed our first turnkey solution contract in the United States with the MSL, as a sub-contractor to Pollard.

In July 2014 we formed NPI, a joint venture with Pollard, for the purpose of identifying, pursuing, winning and executing iLottery contracts in the North American lottery market. NPI combines the Company's technology and iLottery business and operational experience with Pollard's infrastructure, administrative capabilities and relationships with lotteries in North America. NPI is managed by an executive board of two members, consisting of two members appointed by NeoGames and two members appointed by Pollard. NPI has its own general manager and dedicated workforce and operates as a separate entity. However, it relies on NeoGames and Pollard for certain services, such as technology development, business operations and support services from NeoGames and corporate services, including legal, banking and certain human resources services, from Pollard.

Since its inception, NPI has secured iLottery contracts with the VAL, the NHL (as a sub-contractor to Intralot), the NCEL, the AGLC, the ALC and the Georgia Lottery. All of our iLottery business in North America is currently conducted through NPI, except in Michigan, where we support the Michigan iLottery as a subcontractor of Pollard pursuant to a Joint Venture Agreement dated January 14, 2014 between the MSL and Pollard (the "Michigan JV Agreement"). We continue to conduct all of our iLottery business outside of North America through NeoGames.

On January 10, 2023, we entered into a Limited Liability Company Agreement with Pollard (the "Limited Liability Company Agreement") to formalize the terms and conditions governing the operation and management of NPI and provide that the purpose of NPI shall be to perform its obligations pursuant to existing contracts and consider additional iLottery opportunities as they may arise in the future. In addition, on January 10, 2023, we also amended the Michigan JV Agreement to provide that the joint venture is no longer limited to activities in the state of Michigan (the "Amended Michigan JV Agreement"). Pursuant to both the Limited Liability Company Agreement and the Amended Michigan JV Agreement, neither we nor Pollard are precluded from entering into a business relationship with any one or more of NPI's suppliers for its own business purposes or exploring additional iLottery opportunities as they may arise in the future, provided that any such business relationship and additional opportunities do not intentionally interfere with or otherwise divert services of the supplier from NPI.

On June 28, 2022, we announced that the entrance into a multi-year turnkey project with Intralot do Brasil, the lottery operator in Brazil's second largest state of Minas Gerais. The agreement marks the Company's entry into the Brazilian market with an end-to-end solution of iLottery and online sports betting. The agreement was the Company's first cooperation with BtoBet, the sports betting solution it gained as part of the Aspire acquisition.

We are a 100% digital business that is using technology to transform the traditional retail-based lottery market. Lotteries are a crucial revenue source for our governmental customers as they provide much-needed contributions to state budgets to fund public projects and initiatives. The iLottery industry, and we as a company, benefit from long-term, multi-year contracts with our customers that generally start with an initial term of four to seven years with additional embedded extension option. Moreover, our software-as-a-service business model allows our platform to be highly scalable in a growing industry while benefitting from a visible revenue stream tied to our customers' gaming revenues. There are also significant barriers to enter the iLottery industry due to complexities surrounding regulatory and government contracts and specialized technology requirements. Understanding these dynamics, we have developed a leading market position in the United States. We currently provide, through NPI, iLottery solutions to the largest number of U.S. iLottery customers, including the three highest per-capita grossing iLottery programs in the United States (the Michigan, Virginia and New Hampshire iLotteries), which are also the three highest in iLottery penetration.

Aspire Group is a leading B2B provider of iGaming solutions, offering companies everything they need to operate a successful iGaming brand, covering casino and sports. The B2B offering comprises a robust technical platform, proprietary casino games, a proprietary sportsbook, a game aggregator and managed services. The platform itself can be availed of exclusively or combined with a wide range of services. With more than 15 years of operational experience in managing casino networks and developing in-house proprietary technology, Aspire is able to provide an iGaming solution that ensures every aspect of our partners' casinos: starting with a robust platform including game aggregation to regulation, compliance, payment processing, risk management, CRM, support and player value optimization. The B2B offering also includes a game-aggregation service for external operators through the subsidiary Pariplay and a complete sport betting solution through its subsidiary BtoBet.

In January 2018, Aspire expanded its offering to include sports, becoming the first provider of a full turnkey solution to sport operators – with active operations in more than five regulated markets. During October 2019, the Pariplay Group, a leading aggregator and game studio, was acquired and in October 2020 the acquisition of the leading B2B sportsbook provider BtoBet was completed. Both acquisitions add significantly to the Aspire value chain. In October 2021, Aspire announced that it has entered into an agreement with the US-based Group Esports Technologies, Inc. for the sale of Aspire's B2C segment (including the Karamba brand), for an aggregate consideration of up to approximately EUR 65 million. In addition, Aspire entered into a four-year platform and managed services agreement with Esports Technologies, Inc. In December 2021, Aspire signed an agreement to acquire 25% of bingo supplier BNG Investment Group Ltd for USD 1.75 million in cash with an option to acquire all of the shares in three or five years' time. This provides Aspire with access to a real omni channel technology and a proprietary offering in one of the biggest verticals in the iGaming industry.

The revenue model for B2B partnerships is characterized by relatively low set-up fees, moderate mark-up on services from third-party suppliers and mainly a share of the adjusted net gaming revenues. BtoBet and Pariplay apply revenue sharing models. The main operational costs are for technical development, licenses, customer service and the marketing of B2C brands up until the B2C divestment. As the license holder, Aspire receives net gaming revenues (NGR) directly from the players and keeps a royalty share before splitting revenues with partners, as opposed to many other platform providers, which receive a royalty payment from the operator regardless of the operator's results. Aspire Group operates in more than 30 regulated markets spanning America, Europe and Africa, including countries such as the US, Colombia, Mexico, UK, Ireland, Spain, Portugal, Netherlands and Denmark. Offices are located in Malta, Israel, Bulgaria, Ukraine, North Macedonia, India and Gibraltar.

Our revenues (which, as discussed in Item 5. "*Financial Condition and Results of Operations - Components of Results of Operations - Revenues*)," excludes our NPI Revenues Interest (as defined therein)) were $165.7 million for the year ended December 31, 2022, an increase of 228% compared to our revenues of $50.5 million for the year ended December 31, 2021, and were $49.2 million for the year ended December 31, 2020 representing an increase of 2.6% from the prior year.

Our iLottery Solutions and Services

We offer iLottery solutions through two distinct business lines - turnkey solutions and games. Our turnkey solutions are tailored to each customer and can include a combination of any of our platforms, value-added services and game studio. Our games offering is related to our game studio, but consists solely of offering our portfolio of iLottery games to lotteries.

We also provide certain software development services to NPI and sub-license certain platforms to Caesars.

For more information on our contracts with Caesars, see Item 7.B. "*Related Party Transactions*."

Our Technology Platforms

NeoSphere

The central technology platform we offer, NeoSphere, delivers comprehensive iLottery and iGaming capabilities through its player account management ("PAM") module, and acts as the system of record for all transactions.

The NeoSphere platform provides and controls the functionality related to the management of players throughout their entire lifecycle. This includes registration (regardless of the digital channel used by the player), age and identification verification, geolocation sign-in, responsible gaming monitoring, product usage, issue resolution, player compliance, player retention, marketing and player services, as well as the functionality required for wallet transactions. The PAM module is where we collect, process and record every transaction associated with a player's identification across the entire turnkey solution. The data collected through these online interactions gives us an insight into player preferences, and consequently informs the execution of player segmentation strategies to drive insightful iLottery and iGaming campaigns. Utilizing our responsible gaming and compliance features embedded throughout our solution, we also monitor gaming activity and provide controls and alerts customized for each player's profile.

We believe the highly flexible and versatile PAM that we offer can power the management and operations of many forms of online gaming and is trusted by our customers for its performance and reliability. This PAM serves as the central platform for more than 35 iGaming customers in 30 regulated jurisdictions and powering more than 80 brands, including the AGLC where we serve a broad range of gaming verticals such as online lotto games, slots, instants and virtual and live dealer table games.

NeoDraw

NeoDraw is one of only four central gaming systems certified by the U.S. Multi-State Lottery Association for the issuance, sale and operation of Draw based games ("DBGs"). The proprietary technology of NeoDraw has been developed specifically for the iLottery market and online players and is fully-integrated with the NeoSphere platform to facilitate the rapid implementation of DBGs as part of the complete turnkey solution.

NeoDraw is an example of specialized technology that iLotteries require. Providers of online casino games or sports betting typically cannot apply their technology used for online casino and sports betting to DBG offerings given the multifaceted nuances of lottery game mechanics and math.

The main advantages of NeoDraw include:

- *Greater flexibility for the lottery* - NeoDraw can operate independently or in parallel with an existing retail central lottery system and is not constrained by limitations of traditional lottery systems.

- *Quicker time to market* - NeoDraw is fully-integrated with NeoSphere. This reduces the complexity, resources and time required to integrate with a third-party system to launch traditional games.

- *Additional functionality* - NeoDraw enables us and our lottery customers to introduce new innovations related to online purchase flows, shopping cart functionality and in-game features that are in some cases not available with legacy central lottery systems.

Currently, all of our U.S. customers to whom we supply our turnkey solution have opted to employ NeoDraw to launch their iLottery offerings.

NeoPlay

NeoPlay is the technology platform we offer that manages online Instants ("Instants") in which players can instantly reveal a pre-determined result through which they can learn whether their ticket entitles them to a prize. It facilitates configurations, including prize tables, payouts, ticket series setups, ticket price points and many other variables, and supports channels, including mobile, desktop and applications.

NeoCube

NeoCube is our data warehouse solution that is the central point of data collection from all verticals, which allows the creation and analysis of financial and business reports. The data collected with NeoCube provides the foundation for our data analytics team and allows them to perform in-depth analysis for our own operations as well as for our customers, across all gaming verticals.

Our iLottery Services

With more than 17 years of experience in the iLottery industry (including our management team's operation of the iLottery business of Aspire), we have gained substantial knowledge and direct experience in the full spectrum of marketing and business operations which is essential to enable the revenue growth of our customers. The insights that we continue to gain from our broad view of analytics, game performance, player support, payment solutions management and more allows us to act as a strategic partner to our customers in jointly developing their iLottery businesses.

We provide services to our customers across four key areas: marketing operations, player operations, technology operations and business operations.

- *Marketing operations* – we provide targeted marketing services and data analytics to our North American customers through the entire player lifecycle, from digital acquisition and onboarding to game participation. Such operations include, but are not limited to:
    - implementation of promotional campaigns tailored to player segments;
    - maximization of the return generated from a player;
    - results-based analytics of player behavior;
    - player-level segmentation-based evaluation of the player's activity status, game orientation, deposit characteristics, reaction to previous promotional campaigns and account balance status;
    - predictive analysis of the lifetime value of players acquired from different marketing and promotional campaigns; and
    - information regarding the decision on which player acquisition strategies and marketing campaigns to focus and which to abandon.
- *Player operations* – leveraging years of experience managing players on behalf of our customers, we provide to our North American, European and other customers various services designed to offer the best possible services to iLottery and iGaming players. Such operations may include, but are not limited to, one or more of the following:
    - a customer service center based in the United States and Europe, which services our global customers;
    - CRM services for North American (through NPI), European and South American customers;
    - responsible gaming services to proactively detect and react to player gaming behaviors;
    - compliance services including anti-money-laundering ("AML") and know-your-customer solutions to meet the customer's local requirements; and
    - facilitating the flow of funds throughout the entire player lifecycle, from funding to cash-outs.

- *Technology operations* – these operations, which we provide to many of our customers, are meant to provide the full spectrum of monitoring and maintenance of the platforms we deploy for our customers and protect the integrity of our back-end iLottery software. Such operations include, but are not limited to:

  - the deployment of our technology platforms in the form of a SaaS offering, with/out IaaS;

  - ongoing rollout of advanced versions of our software, third-party OS updates and security patches;

  - handling of all reported production incidents;

  - verification of technological defects, and potential escalation to the development team; and

  - monitoring system and the network's performance for degradation and potentially fraudulent activity.

- *Business operations* – we facilitate payment processing services by third-party vendors and manage customer-facing personnel. Such operations may include, but are not limited to:

  - integrating third-party payment solutions into our platforms to allow for Know Your Customer (KYC) services, geolocation services and various payment services such as credit and debit card transactions and bank transfers;

  - serving as merchant of record on behalf of our customers;

  - recruiting, training and managing customer service and CRM representatives;

  - acquisition marketing services; and

  - developing and managing the project plan required to deploy each solution.

Our iLottery Game Studio

We believe that we were the first to build a separate business unit exclusively for the development of iLottery games. We believe that we have one of the largest iLottery game portfolios in the global lottery industry, having produced more than 350 proprietary games.

We believe that our competitive advantage extends to our operation of a game studio focused exclusively on iLottery. Games offered by lotteries need to comply with strict regulations and guidelines. We believe that our focus solely on iLottery enables us to produce the best iLottery games that meet such regulations and guidelines, while providing an entertaining and diverse player experience. We believe this ability is derived from our vast experience and deep understanding of the boundaries established by such regulations and guidelines and our proven ability to "innovate inside the box."

Our games are developed by the highly dedicated members of our studio with experience across art design and advanced multimedia animations, software development, engineering and mathematics. Prior to and during the production of a game, we consider a number of fundamental factors, including:

- *Entertainment value* - the level of player interaction as part of the game, the complexity level of playing the game, the multimedia experience (design, animation and audio), and the duration of a game.

- *Mathematics* - controlling the risk level of the game and optimizing the game experience to the risk profile of iLottery players (given the target payout ratio).

iLottery Competitive Landscape

In order to protect the lottery's stability and dependability as a source of funding for government budgets, governments have instituted practices and protocols that prospective vendors to the lotteries must follow in order to compete for lottery contracts, including the:

- use of complex official public procurement processes, requiring substantial commitments from participating vendors, such as performance bonds;
- inclusion of termination at will provisions in contracts; and
- requirement for specialized technology specifically for lottery that complies with lottery rules.

Governments also have tended not to frequently change lottery vendors while lottery operations are ongoing, to avoid the risks inherent to such change. Currently, the number of companies that service the lottery industry is limited given the meaningful cost and required expertise.

The iLottery industry shares many characteristics with the traditional lottery industry, including an important role within government budgets, a high degree of regulation, limited competition and a long procurement process. These shared characteristics include:

- long sale cycles and substantial upfront investment;
- long-term relationships with limited turnover; and
- growth alongside other forms of gambling.

iLottery has been able to grow alongside the traditional lottery, suggesting that typical iLottery players may have a distinct profile from that of typical traditional retail lottery players.

Launching a full iLottery program requires a considerable upfront investment in time and capital to develop what we refer to as "specialized technology" (the technology that is developed specifically for the lottery industry and requires considerable expertise), create a portfolio of tailored games and establish facilities to host the operations and data processing within the jurisdiction in which iLottery is offered.

Unlike in traditional retail lottery, where a single state may have multiple service providers for Instants and a separate service provider for DBGs, for iLottery a customer typically expects a single service provider to support the full suite of Instants and DBGs. These upfront investments are further amplified by a procurement process for government customers that involves significant restrictions and formalities, and a general requirement for an iLottery provider to deposit performance bonds to guaranty the program's level of performance.

While competition in the lottery industry is limited as a result of various barriers explained above, the innovative nature of iLottery created an opportunity for a singularly-focused company to enter and compete with long-time incumbents of traditional lottery. Our experience suggests that brand awareness, compelling customer business results and credibility in solid delivery and services will remain vital for success within the iLottery industry. Just as it has with traditional lottery, we believe this will lead to stable contracts with limited turnover.

We believe that the iLottery industry is less exposed to new market entrants than other gambling markets, due to the considerable barriers to entry imposed by the government procurement process, regulations and the need for specialized technology, among other factors. There is, however, intense competition among the few existing iLottery providers with respect to new iLottery contracts. We compete both for contracts to supply our full turnkey solution and for contracts to supply our portfolio of games.

We compete primarily against International Game Technology PLC ("IGT"), Scientific Games Corp. ("SGMS") and Intralot for turnkey solutions contracts. With the exception of Intralot, we compete against the same companies for game contracts, in addition to several other companies, such as Instant Win Gaming Ltd. Although these other companies, which do not offer turnkey solutions, may capture some content market share, they will need to host their games on platforms like ours. Other companies may in the future choose to enter the iLottery industry, but we believe the expertise and experience required to build and operate a successful iLottery technology platform will limit this expansion.

We have deployed our turnkey solution to more U.S. lotteries that engaged a full-service iLottery provider than any of our competitors.

Our Competitive Strengths in iLottery

Technology design and flexibility

We believe that our focus on iLottery solutions, building upon years of expertise and deep exposure to U.S. customers, has given us a superior understanding of iLottery customers and players that allows us to continue to outperform our competitors in iLottery solutions and games.

The fully-integrated iLottery turnkey solution that we offer is designed to be flexible, responsive and readily adaptable to meet each customer's needs, as well as support future growth and innovation over time. The open architecture we utilize in the development of our technology provides several benefits to our customers. With a single code base, our platforms can be continuously adapted and improved without any hindrance or restrictions from third-party suppliers. This means that all of our customers can run the same core software version and receive the same advancements and updates in a relatively short period of time, allowing us to evolve our platforms and games at a fast pace and large scale.

In-house game studio

We have produced more than 350 proprietary iLottery games, and we operate our own in-house game studio. Historically, our games have performed strongly relative to our competitors' in terms of profitability and popularity. Our game studio allows us to offer our customers a complete solution, while certain of our competitors must use third party vendors in order to provide their customers with games. In addition, our extensive game portfolio allows us to extend our customer base to customers who do not need our full turnkey solution, but are looking to expand their online games offering for greater variety of entertaining content.

iLottery business operations experience

Our experience as a B2C and B2B gaming operator, initially within Aspire, followed by years of hands-on experience managing players on behalf of our U.S. customers as part of our player operations service, has helped inform how we manage and engage iLottery players. We have also gained substantial knowledge about the iLottery market and its participants in the past 17 years through our operations in Europe and the United States, and more recently South America. Our experience provides us a deep understanding of the characteristics of iLottery players, allowing us to customize our solutions to such players' needs and interests.

We analyze our customers' player game data daily to gain insights into game play mechanics and player preferences across multiple jurisdictions. Our focus is on the players and understanding their characteristics, perception of gambling, loyalty to the lottery brand and other attributes. We believe this understanding has contributed to the success of our game studio.

Time to market

We have deployed our turnkey solution to more U.S. lotteries that engaged a full-service iLottery provider than any of our competitors. The advanced nature of our technology, combined with our shared code practices, internal project management and deployment practices, allow us to launch faster than our competitors. For example, we launched our turnkey solution for each of the NHL and Intralot do Brasil within seven months of being awarded the contract, and within six months for the AGLC.

Brand awareness and credibility

Given the important role of lotteries in government budgets, winning the trust of customers is critical for lottery platform and service providers to be awarded new contracts, and reputation and brand are important to winning that trust. While only entering the U.S. market in 2014, we believe we have emerged as a well-known and respected name in the iLottery industry in the United States and globally because of our performance supporting our customers' growth. The Michigan iLottery has served as a model to other U.S. states seeking to offer iLottery, and we believe that state lotteries are aware of our operating acumen and the role our technology has played in driving that success.

Cooperation with various market players

Our openness to pursue opportunities that bring together strengths from different vendors has brought us to successfully cooperate with other vendors in the iLottery industry. We believe this approach allows us access to contracts that would otherwise have not been available for public procurement. For example, with respect to the NHL, we serve as a sub-contractor to Intralot and, with respect to the AGLC, we are cooperating with IGT to offer access to their suite of casino games, an area in which they specialize, to the benefit of the offering. We expect to continue to see similar opportunities, including opportunities to provide our successful game portfolio in cooperation with other vendors to the benefit of the state lotteries.

iLottery Revenues

Revenues by category of iLottery activity are as follows:

	For the year ended December 31,		
	2022	2021	2020
	U.S. dollars (in millions)		
Turnkey contracts:			
North America	21.8	22.9	26.8
Europe	7.9	7.0	5.4
Games:			
North America			
Europe	1.7	2.0	2.1
Total royalties	31.4	31.9	34.3
Development and other services from Aspire	0.8	1.6	2.4
Development and other services from NPI	5.7	7.6	4.4
Development and other services from Michigan Joint Operation	1.4	1.4	1.4
Total Development and other services	7.9	10.6	8.2
Access to IP rights	14.2	8.0	6.7
Total	**53.5**	**50.4**	**49.2**

Our iLottery Growth Strategy

Our iLottery growth strategy is built upon the following pillars:

- expanding the penetration of our existing customer contracts;
- winning new turnkey contracts in the United States and additional jurisdictions such as Brazil, and possibly, Europe;
- growing our game studio customer base;
- expanding the scope of our existing customer contracts;
- bringing our recently acquired portfolio of market proven solution in gaming aggregation and sport betting to our iLottery customers;
- expanding our range of offerings and geographical presence; and
- leveraging Aspire's expertise in managed services into the iLottery industry.

Increase iLottery Penetration within Existing Markets

Based on our performance in Michigan and Virginia, our prior experience in certain European markets and more recently the launch in Brazil, we believe there remains considerable room for growth above the current level of iLottery Penetration both globally as well as in the United States. Leveraging our operational expertise and technology, we plan to work closely with our customers to strengthen the reach of our offering in each market.

Increase Scope of Existing Customer Contracts

We have a modular product offering. Each of our agreements can include some or all of the products that we offer. We believe there is significant potential to offer additional products and feature enhancements, after a customer has engaged with us initially with respect to some of our products. For example, when we procured our contract with the VAL in 2015, we offered only online subscription for DBGs However, in March 2020, following a change in legislation, the VAL chose to expand our contract to include both Instants and DBG offerings. The offering under the expanded contract launched in July 2020 and has an initial term through 2026 plus the option to extend for five additional years. Additionally, our acquisition of Aspire has allowed, and we believe will continue to allow, us to bring to our existing and future iLottery customers our newly acquired portfolio of market proven solution in gaming aggregation and sport betting. For example, we were awarded, through NPI, the contract with the AGLC in October 2019, and in 2022 Pariplay, a leading content and aggregator provider, went live in Alberta, capturing a significant share of the casino tab wallet market. Furthermore, we are now in the process of integrating Pariplay into Sazka. A number of our contracts are in their early years and, as such, provide us ample time to expand the offerings we provide to our existing customers.

We have gained substantial knowledge about the iLottery and iGaming markets and their participants in the past decade through our operations in Europe and the United States, and our experience provides us with a deep understanding of the characteristics of iLottery and iGaming players, allowing us to customize our solutions to such players' needs and interests.

Win New Contracts in the United States

We are a market leader in iLottery in the United States. With 67% market share of U.S. iLottery gross wagers in 2022 according to Eilers & Krejcik Gaming's U.S. iLottery Tracker, our customers drive, with our technology solutions, games and services, a majority of U.S. iLottery GGR.

We continuously seek to expand our operations in the U.S. by securing new contracts. While lottery is offered in 45 states and the District of Columbia, iLottery Instants or DBGs are currently offered in only ten states and the District of Columbia (excluding states that offer only subscription-based iLottery). As a result, 70% of the U.S. population in states that offer lotteries do not currently have access to iLotteries.

Grow our Game Studio Customer Base

We intend to further expand our revenue base by offering our popular iLottery games to new customers who use the platforms of other iLottery providers. We currently operate eight contracts in Europe pursuant to which we only provide games, and following our most recent NPI agreement, we plan to expand this offering and pursue opportunities in the Instants space independently in the United States and Canada.

Expanding our Range of Offerings and Geographical Presence

We are currently focused on expanding our North American business to become the dominant iLottery provider in the market. In doing so, we invest our resources and expertise into building top-tier iLottery technology and content. With a history of successful iLottery offerings developed for the North American market, we have expanded our offerings to Sazka, the lottery operator in the Czech Republic, Europe and Intralot do Brasil, the lottery operator in Brazil's second largest state of Minas Gerais where we have "first mover advantage", and we believe we have the ability to expand our offerings around the world. While we are currently focused on the North American market, we may decide to pursue additional opportunities around the world in the future. Additionally, following the acquisition of Aspire, we intend to use the distribution of Aspire customers to reach and expand the Instants presence in markets in jurisdictions in which Aspire operates.

Our iGaming Solutions and Services

Background on Aspire

Aspire is a leading B2B-provider of iGaming solutions, offering companies everything they need to operate a successful iGaming brand, covering casino and sports. Aspire's iGaming business comprises a technical platform, proprietary casino games, a proprietary sportsbook, a game aggregator and managed services. Aspire also distributes third-party and proprietary games and sportsbook to external partners, through the acquisitions of game-aggregator and game studio Pariplay in 2019 and of BtoBet, a sportsbook provider, in 2020. Aspire operates in over 30 regulated markets spanning Europe, America and Africa, including countries such as the United States, United Kingdom, Denmark, Portugal, Spain, Poland, Ireland, Columbia and Mexico. Offices are located in Malta, Israel, Bulgaria, Ukraine, North Macedonia, India and Gibraltar. Aspire was founded in 2005 and was listed on Stockholm's Nasdaq First North Premier Growth Market from 2017 until it was acquired by NeoGames.

On December 1, 2021, Aspire announced it had finalized the divestment of its B2C segment to the US-based group Esports Technologies, Inc. The divestment followed Aspire's review of the B2C segment that was announced in March 2021. The B2C segment represents Aspire's proprietary brands led by Karamba. The proprietary brands operated on the Aspire platform, side by side with B2B brands. Following the completion of the transaction, the B2C brands became platform partners to Aspire. The divestment of the B2C segment meant that Aspire became a purely B2B company with a continued strong focus on profitable growth.

iGaming Division Overview

Aspire provides the full range of B2B-services with a proprietary technical platform, proprietary casino games, a proprietary sportsbook, a game aggregator and managed services. Aspire can offer its various products independently from each other and also as a 'one stop shop' solution for iGaming operators – with more than 80% of revenues coming from taxed, locally regulated or soon to become regulated markets. The B2B-offering is targeted at casino and sports operators as well as land-based operators and experts in marketing such as affiliates and media companies, with strong brand awareness and the ability to generate large volumes of online traffic. Aspire can manage every aspect from regulation and compliance to payment processing, risk management, CRM, support and player value optimization, allowing operators to focus on marketing their brand and generating traffic.

The iGaming business

Our iGaming business comprises three segments: Core, Games (Pariplay), and Sports (BtoBet).

- **Core:** Aspire Core allows operators to operate under their own local licenses or under Aspire's licenses in numerous markets, with the license in Malta covering all .com markets. Joining Aspire provides operators with access to a large number of markets without having to apply, in most cases, for licenses of their own. Aspire's platform partners have access to on-demand data analysis services in addition to a wide array of analytical tools that provide complete control of statistics and activity, such as data collection, daily report management, business intelligence, API gateway reports, back-office systems and real time data capabilities. The platform is continuously updated with new features relating to regulation and ongoing compliance. The in-house regulation and compliance team monitors all operations, conducts ongoing training and provides partners with regulatory updates and marketing guidelines for their jurisdictions. The platform itself can be used exclusively or combined with a wide range of managed services such as customer support, CRM tools and financial services.

- **Games (Pariplay):** Founded in 2010, Aspire subsidiary Pariplay is a leading aggregator and content provider. Within the games segment, Aspire offers both a wide variety of proprietary games produced from in-house studio as well as a wide array of third-party games from suppliers, all integrated into one API and single integration, accompanied by engagement and retention tools on the aggregation platform. See below "- *Our Wizard Games Studio*" and "- *Our content Aggregator - Pariplay*" for further details.

- **Sports (BtoBet):** The acquisition of BtoBet, a leading sportsbook provider, in October 2020 was a major step in the creation of an offering that covers all the main elements of the B2B iGaming value chain. With the proprietary sportsbook, Aspire controls the IP in major elements of the value chain and can steer the complete roadmap. In addition, it also provides Aspire with great flexibility when it comes to adding new features and securing fast time to market.

Our iGaming businesses serve European, American and African markets.

On December 10, 2021, it was announced that Aspire had signed an agreement to acquire 25% of bingo supplier BNG Investment Group Ltd with an option to acquire all of the shares in three- or five-years' time, providing Aspire with an access to a real omni channel technology and a proprietary offering in one of the biggest verticals in the iGaming industry.

Our Wizard Games Studio

With the acquisition of Aspire, we now have an additional games studio, Pariplay's "Wizard Games", which focuses on developing content for traditional Slots. Wizard Games focuses on regulated markets and we believe it is currently one of the leading games studios in regulated Canadian markets. Wizard Games has dedicated management with years of experience serving other leading games studios. The fact that Wizard Games is part of the NeoGames group, which provides managed services including direct communication with players, allows the studio to better understand player behavior, including their likes and dislikes. This shared knowledge allows Wizard Games to produce better games. Wizard Games currently produces approximately 25 games per year and is able to learn from the Company's extensive database in order to improve the quality of the games it produces.

Our Wizard Games studio offers more than 100 games in more than 30 regulated markets.

Our Content Aggregator - Pariplay

Operators seek to have unique offerings so as to differentiate themselves from other operators, which they do by constantly expanding their offerings with new and attractive content. Operators who wish to expand their offerings can either do so by directly integrating with each and every content provider, which entails large expenditures and technical challenges and may divert the operator's attention from its players. Additionally, content providers are required in regulated markets to comply with dynamic regulation, which can often be challenging. Alternatively, operators can choose to integrate with a content aggregator.

Our content aggregation solution, Pariplay's "Fusion", allows operators to have access not only to our proprietary studio Wizard Games, but also to many other games studios, without the need to integrate them one by one. In addition to connecting operators to content providers, we have developed additional marketing layers on the aggregation level, making our free spins, tournaments and prize tools accessible to operators through our backend and enabling them to offer any promotional tool they want to any content provider.

Pariplay's solution and the experience gained by operating in many regulated markets allows it to enter a new market and learn the market and the players preferences, and share such knowledge with the Company's subsidiaries. We believe that Pariplay has large potential in unregulated markets that move to being regulated and, in already regulated markets, where such regulation is complex or onerous.

Our Sports Betting Solution

Sports betting is one of the largest verticals in online gaming and is typically the first regulated vertical once an unregulated market moves to being regulated. This means that sports betting is essential, especially for operators who wish to be active in regulated markets, since acquiring sports betting players may lead to such players participating in other games offered by the same operator, which increases player value for such operators.

In some markets, land-based operators seeking to be active in the online space also want to offer retail terminals (SSBTs), so as to provide their players an omni-channel experience.

Although BtoBet has a relatively short operating history, it is already active in many regulated markets and has positioned itself as a top supplier in Africa. In addition, BtoBet can already offer its SSBTs to operators who wish to make their offering available to retail customers. We believe that BtoBet is positioned to meet the growing demand for a good sport product in North America, both online and retail.

Portals and Mobile Apps

We provide portal development services to more than 20 of our iGaming customers as well as mobile apps to 5 of our iGaming partners.

iGaming Competitive Landscape

Many countries beginning to regulate iGaming and sport betting directly. Due to such move, operators and suppliers are required to move from a global license to a local license in each and every jurisdiction within which they wish to operate. This move filters out gaming companies that do not elect the regulated path. In addition, the requirements imposed on gaming companies that elect to pursue local licenses are higher than the requirements of a global license. We elected, in each of our four business segments, to pursue and obtain as many local licenses as possible in the jurisdictions in which we operate, and our competition has been characterized by such election.

Competition in iGaming in regulated markets is localized. For example, BtoBet's competitors are Kambi, BetRadar, OpenBet and SportNco, while Pariplay's Games studio competitors in are Netent, Red Tiger, Light & Wonder, IGT and Playtech and in the aggregation business Pariplay faces competition from Light & Wonder, Relax Gaming, Games Global and EveryMatrix. Aspire, as a provider of solutions that combine a platform games and sport, faces competition from platform providers that also offer similar services, including Playtech, EveryMatrix, GIG and GAN. We also see companies that offer only a platform competing against us in some jurisdiction, but we question the long-term viability of that business model.

Our Competitive Strengths in iGaming

We believe we have the following competitive strengths:

- Our operational experience – our experience running a successful B2C business and our track record of providing managed services to more than 30 operators have put us in a position where we have both the experience and confidence required to provide our services on a larger scale.

- Scale of our PAM – our PAM serves some of the largest operators in the world, both in the iLottery as well as the iGaming businesses. Our strong track record allows us to attract large operators, which tend to engage with companies that already have experience handling big data in real time, as well as attract smaller operators.

- Our geographical presence – our presence in many regulated markets provides us the ability to formulate appropriate work procedures that allow us to meet the different demands imposed by local regulators. Following the launch of our first product in any regulated market, we are able to prepare the infrastructure for the entry and launch of our other products services.

- Owning the majority of the value chain – operators, whether land-based or operating online, prefer nowadays more than before to engage with a single supplier that can offer and provide them everything that they need for them to operate successfully. This provides them advantages both from integration and product perspectives as well as financially. Our iGaming services provide fast access to markets and allow operators to focus on marketing and operations instead of administrative or technical aspects.

iGaming Revenues

Revenues by category of iGaming activity are as follows:

	For the year ended December 31, 2022				
	Core	Games (Pariplay)	Sports (BtoBet)	Eliminations	Total
	U.S. dollars (in thousands)				
Revenues	80,475	18,265	13,360	-	112,100
Revenues (inter-segment)	-	5,876	369	(6,245)	-
Total Revenues	80,475	24,141	13,729	(6,245)	112,100

Our iGaming Growth Strategy

Our turnkey solutions growth strategy is comprised of:

- Increasing volume of our existing operators - our iGaming division has more than 100 operators/customers. We aim to improve our offering to them by opening new markets, increasing content and improving their players' data value. We have dedicated partner success managers that work closely with these operators, and these dedicated partner success managers seek to assist the operators grow their business with us.

- Expanding to new markets – our iGaming division is present in more than 30 regulated markets, and we continuously seek to enter additional regulated markets, which offers our local and international operators the opportunity to start their business or expand it. Given that regulated markets usually limit the number of active operators, our operators may face less competition than in a non-regulated market.

- Adding marketing tools to our existing products – we believe that having a product live in a brand is not enough. In a saturated environment such as the iGaming industry, operators look for added value for their players. By providing additional, unique and, in some jurisdictions, proprietary marketing tools, we believe that our operators don't have to wait long before they start seeing returns on their investment, which allows them to continually grow their business.

- Expanding our proprietary product offering - operating in a regulated market requires operators to be fast and creative as well as seek to differentiate its offering from others, while maintaining a pricing model that makes their business more sustainable. Therefore, we continuously seek to increase our offerings to operators.

Our content aggregation growth strategy is comprised of:

- integrating to as many operators as possible in the majority of regulated gaming markets, and specifically to the top three operators in each such market;

- increasing the mix of our proprietary content; and

- providing engagement features and functionality.

Our sports betting growth strategy is comprised of:

- entering the North American market with our sports betting offering; and

- expanding to additional markets in Latin America.

Benefits of Combining iLottery and iGaming

The combination of NeoGames and Aspire has resulted in a well-diversified iLottery, digital sports betting and casino B2B leader in the global gaming marketplace and provides customers full turnkey technology solutions with respect to their iLottery, digital sports betting and casino offerings. The combined Company has a true global presence, servicing customers in more than twenty U.S. states, over fifteen countries throughout Europe, as well as operations throughout high growth regions such as Latin America and Africa.

The fact that both companies share a common origin and a common technology foundation will, we believe, allow us to benefit from revenue synergies efficiently. These shared roots also mean that both companies share important cultural and management values which again will smooth the transitional period.

NeoGames believes the proposed combination of NeoGames and Aspire could result in the following benefits to the combined business:

Technology and Product Offering Enhancements Elevating the Go-To-Market Strategy

As lotteries around the world are seeking comprehensive turn-key solutions that include iLottery, online sports betting and iGaming products and services, we believe that the ability to provide a complete end-to-end solution is becoming an increasingly important consideration for lotteries around the world when selecting platform and content providers. The combination of iLottery, online sports betting and iGaming creates a comprehensive product offering that will enable us to compete and win contracts in markets where lotteries operate sports betting and iGaming, providing additional revenue opportunities. Furthermore, the combination enhances our ability to address all aspects of our customers' needs in-house, reducing the requirement for third party solutions.

Provides Strategic Opportunities to Accelerate and Diversify Growth

NeoGames' positioning in the U.S. as a leading iLottery platform provider, with technology platforms that are deployed and operational in over a dozen U.S. states across lotteries and gaming, could further facilitate and accelerate Aspire's entry into the growing U.S. market. Further, Aspire's online sports betting and iGaming operating capabilities with experience operating outside of the U.S. could assist NeoGames to establish a presence in the sports betting and iGaming verticals in emerging high growth regions, such as Latin America and Africa.

For example, we marked our entry into the Brazilian market with the announcement in June 2022 of a multi-year turnkey project with Intralot do Brasil, the lottery operator in Brazil's second largest state of Minas Gerais, offering an end-to-end solution of iLottery and online sports betting. The agreement is the Company's first lottery integration with BtoBet, the sports betting solution gained as part of the Aspire acquisition.

Diversified Revenue Streams and Improved Growth Profile

Aspire's complementary online sports betting and iGaming offering diversifies NeoGames' revenue streams, both geographically and by product. NeoGames will be able to pursue sports and gaming initiatives globally for lottery customers and enter into the adjacent TAMs of online sports betting and online gaming. Together, NeoGames and Aspire operate across three continents globally. Combing the power of the global reach with a comprehensive product offering, which brings efficient product development and faster new market launches, NeoGames believes meaningful revenue synergies could be realized over the long term. NeoGames believes that the combined product offering will better position the Company to win contracts in markets that were previously inaccessible.

Additionally, reducing third party costs and fees, eliminating duplicative public company costs, aligning of research and development activities and a reduction in general and administrative costs could potentially create cost synergies over time.

Committed to Continued Profitable Growth

Both NeoGames and Aspire have operated separately as high growth and highly profitable entities for a number of years. The combination of the companies, which we believe will result in reduced reliance on third party vendors and improved margins, increased TAM and growth profile, is expected to lead to additional opportunities to accelerate growth and to further expand already strong margins.

Enhanced Management Expertise

The combined company will be led and supported by the market-leading capabilities of an experienced, joint management team. Having worked together successfully in the past, NeoGames' and Aspire's management teams represent a strong cultural fit as each focus on innovation and a customer-centric approach to their respective markets and products.

Seasonality

Our quarterly results of operations may vary as a result of seasonal fluctuations during periods such as holidays and weather conditions, during which users spend increased time on entertainment, including games and mobile applications, which increases our customers' usage of our advertising network and other solutions and may impact our revenue. We may also experience fluctuations due to factors that may be outside of our control that drive usage up or down. While we believe that this seasonality has affected and will continue to affect our quarterly results, our rapid growth has largely masked seasonal trends to date. Further, as our revenue from quarter-to-quarter is dependent on various factors including external factors outside our control, it is difficult to isolate the impact of these seasonal trends on our business and there can be no assurance that these patterns will continue.

Sports betting is however subject to seasonal fluctuations that may impact our revenues and cash flows. Most major sports leagues and events do not operate year-round and our operations will be impacted by variations in the sports calendar over the course of a given year. In particular, certain sports leagues operate formats (playoffs, championships, cup finals, etc.) that naturally result in increased customer interest as the end of the season approaches for those sports. Similarly, certain sporting events only operate at specific times of the year (e.g. major tennis tournaments) and certain other events only operate on a multi-year cycle (Olympics, FIFA World Cup, UEFA Nations League, etc.). The majority of our sports betting revenues are generated during the major leagues seasons in the respective countries we serve, and we will continue to experience this effect on revenues from sports betting also in new markets that we enter.

Intellectual property

We currently own most of the intellectual property required for our operations and use the remainder of the intellectual property required for our operations through a perpetual, assignable license.

We have obtained rights to use intellectual property of third parties through licenses and service agreements with those third parties. Although we believe these licenses are sufficient for the current operation of the Company, such licenses typically limit our use of the third parties' intellectual property to specific uses and for specific time periods. We believe that we have the personnel needed to manage and adapt our intellectual property as necessary to support our business operations.

Most of our intellectual property is in the form of rights in software code and trade secrets that we use in the operation of our iLottery and iGaming offerings and related services, as well as registered and unregistered trademarks. We rely on a combination of copyright, trademark and trade secret laws in the United States, Europe and other jurisdictions, as well as license agreements and other contractual protections, to protect our proprietary technology. We also protect our intellectual property rights by implementing a policy that requires our employees and independent contractors involved in development of intellectual property to enter into agreements acknowledging that all intellectual property generated or conceived by them on our behalf are our property, and assigning to us any rights that they may claim or otherwise have in those works or property, to the extent allowable under applicable law. Our confidential information is protected by a combination of information security systems and non-disclosure agreements with third parties, including our employees and independent contractors.

Our agreements with business partners and lotteries to which we provide our iLottery and iGaming offerings and services contain provisions safeguarding our rights to our intellectual property.

Regulation

After having acquired Aspire in 2022, we have added casino games and sports betting services to our group's operations. These areas come with additional challenges. iGaming in the United States and certain markets in Europe, the provision of PAM module, and operation of lotteries in the United States and internationally is subject to extensive regulation.

Although certain features of a lottery (such as the limited number of lotteries, the percentage of gross sales that must be paid back to players in prize money and the allocation of revenues generated from gross sales) are usually set by legislation, lottery regulatory authorities (and, occasionally, the lottery corporation itself) generally exercise significant discretion, including with respect to the determination of the types of games played, the price of each wager, the manner in which the lottery is marketed and the selection of suppliers of equipment, technology and services, and retailers of lottery products.

To ensure the integrity of contract awards and lottery operations, most U.S. jurisdictions require detailed background disclosure on a continuous basis from, and conduct background investigations of, vendors and their officers, directors, subsidiaries, affiliates and principal stockholders. Background investigations of the vendors' employees who will be directly responsible for the operation of lottery systems are also occasionally conducted and most states reserve the right to require the removal of employees who they deem to be unsuitable or whose presence they believe may adversely affect the operational security or integrity of the lottery. Certain jurisdictions also require extensive personal and financial disclosure and background checks from persons and entities that hold (either legally, beneficially or through voting rights) a specified percentage (typically five percent or more) of a vendor's securities. Although most jurisdictions provide that "institutional investors" (as defined by a particular jurisdiction) can seek a waiver of these requirements, the granting of such a waiver may be conditioned on a regulatory investigation designed to ascertain that the applicant meets the definition of "institutional investor."

The failure of our officers, directors and holders of our Ordinary Shares to submit to background checks and provide such disclosure could result in the imposition of penalties and could jeopardize the award of a contract to us or provide grounds for termination of an existing contract. Generally, any person or entity who fails or refuses to apply for a finding of suitability or a license within the prescribed period after being advised by a competent authority that such person or entity is required to do so may be found unsuitable or denied a license, as applicable. If any director, officer, employee or significant shareholder is found unsuitable (including due to the failure to submit required documentation) by a competent regulator or authority, we may deem it necessary, or be required, to sever our relationship with such person or entity.

Furthermore, we may be subject to disciplinary action or our licenses may be in peril if, after we receive notice that a person or entity is unsuitable, we (i) pay that person or entity any dividend or interest upon our Ordinary Shares, (ii) allow that person or entity to exercise, directly or indirectly, any voting right conferred through Ordinary Shares held by that person or entity, (iii) pay remuneration in any form to that person or entity for services rendered or otherwise, or (iv) fail to pursue all lawful efforts to require such unsuitable person or entity to relinquish its Ordinary Shares.

Subject to all applicable law and regulation, our articles of association provide for the suspension of certain rights attached to our Ordinary Shares that are held by unsuitable shareholders and the disposal of any of our Ordinary Shares owned or controlled by an unsuitable person or its affiliates by transfer to one or more third-party transferees. If such unsuitable person fails to dispose of our Ordinary Shares within the required period of time, we may in good faith dispose (or procure the disposal) of such Ordinary Shares to a designated third party at the highest price reasonably attainable or, subject to applicable law and regulation and our articles of association, acquire such Ordinary Shares by way of a redemption. Due to related licensing requirements, one of our Founding Shareholders recently undertook to reduce his ownership stake in the Company. Should the shareholder fail to comply with regulatory requirements, and should the Company fail to pursue all lawful efforts to require such compliance, we may face disciplinary action in the applicable jurisdiction or our licenses in such jurisdiction may be in peril.

The awarding of lottery contracts and ongoing operations of lotteries in international jurisdictions is also extensively regulated, although international regulations typically vary from those prevailing in the United States and tend to focus more on the vendor and its senior management, rather than on individual shareholders.

There are risks involved with the offering of our iGaming services under the umbrella of Aspire's Maltese license, which allows for the offering of services on an offshore basis in various countries in which Aspire operates. This interpretation of the reach of the Maltese license in certain jurisdictions is occasionally at odds with the interpretation given to local laws by local regulators.

In addition, there has been recently an increase in civil litigation claims in Austria (and, to a lesser extent, Germany) against operators who service the area using their offshore licenses, and the continued provision of services in these jurisdictions is currently under review. Austrian players are bringing about civil claims against operators who offer online casino games under the auspice of their offshore licenses, claiming such companies are operating without a proper license. Despite the contradiction with EU law in this area, Austrian courts are often ruling in favor of such players. As such, we are utilizing measures to reduce the risk in this area.

The addition of casino games and sports betting to our repertoire is also subject to the ongoing regulatory framework changes in Germany. Federal sports betting licenses and casino licenses are subject to a new regime change. As such, Aspire has applied for a local license in Germany in order to comply with this new regime.

In the United Kingdom, licensees (such as Aspire) are required to hold white label partners responsible for complying with local laws and regulations. Such requirements extend to areas of AML, advertising regulations and responsible gambling regulations. In the UK, extensive regulation is set in place in order to protect players in these areas. Aspire is working to constantly improve its due diligence process on business partners and take various steps to assure their compliance with local regulations.

On November 23, 2022, Aspire reached the conclusion of its license review by the United Kingdom Gambling Commission, which identified certain shortcomings in the system of controls it uses to monitor risks associated with its relationship with its partners. Aspire cooperated with the United Kingdom Gambling Commission throughout the investigation and took immediate corrective steps to address the identified failings. Aspire has received a warning and has agreed to pay a financial penalty of £237,600.

Social Responsibility and Responsible Gaming

We are committed to the integration of corporate social responsibility within our businesses, supporting the continued generation of sustainable value and enhancing our ability to deliver on its strategic objectives. We believe that our true value is reflected not simply by our balance sheet but through our intangible assets such as goodwill, our people and our reputation. As a leader in the iLottery and iGaming industries, we take our responsibilities to our customers and regulators seriously and are focused on cooperating with both on issues of responsible gambling. We provide our customers with robust solutions that facilitate responsible gaming for players, including embedded systems that assist in promoting a safe playing environment for all. By embracing policies and behaviors governing social responsibility, we create more valuable relationships with our stakeholders by demonstrating our focus on managing environmental and social risks in the business.

Our responsible gaming platform features include:

- *Advanced self-management module*, which enables players to define their responsible gaming limits within a wide range of parameters;
- *Operator-controlled module*, which enables lottery customers to define and enforce policies and limitations on their players; and
- *Application programming interface*, which connects to government and other gaming databases to provide in-game alerts to remind players to play responsibly.

Litigation

From time to time, we may be involved in various claims and legal proceedings related to claims arising out of our operations. Other than as described above in "*—Regulation*," we are not currently a party to any material legal proceedings, including any such proceedings that are pending or threatened, of which we are aware.

Employees

As of December 31, 2022, the Company had 216 employees located in Israel, 8 employees located in the United States, 172 employees located in Malta, 99 employees located in Bulgaria, 158 employees located in North Macedonia, and additional 42 team members spread across other EU Member States. Additionally, as of December 31, 2022, the Company had 39 dedicated contractors located in India, and 383 dedicated contractors and employees hired by our Ukrainian subsidiaries, of which, prior to Russia's invasion of Ukraine in February 2022, approximately 107 left Ukraine to neighboring countries.

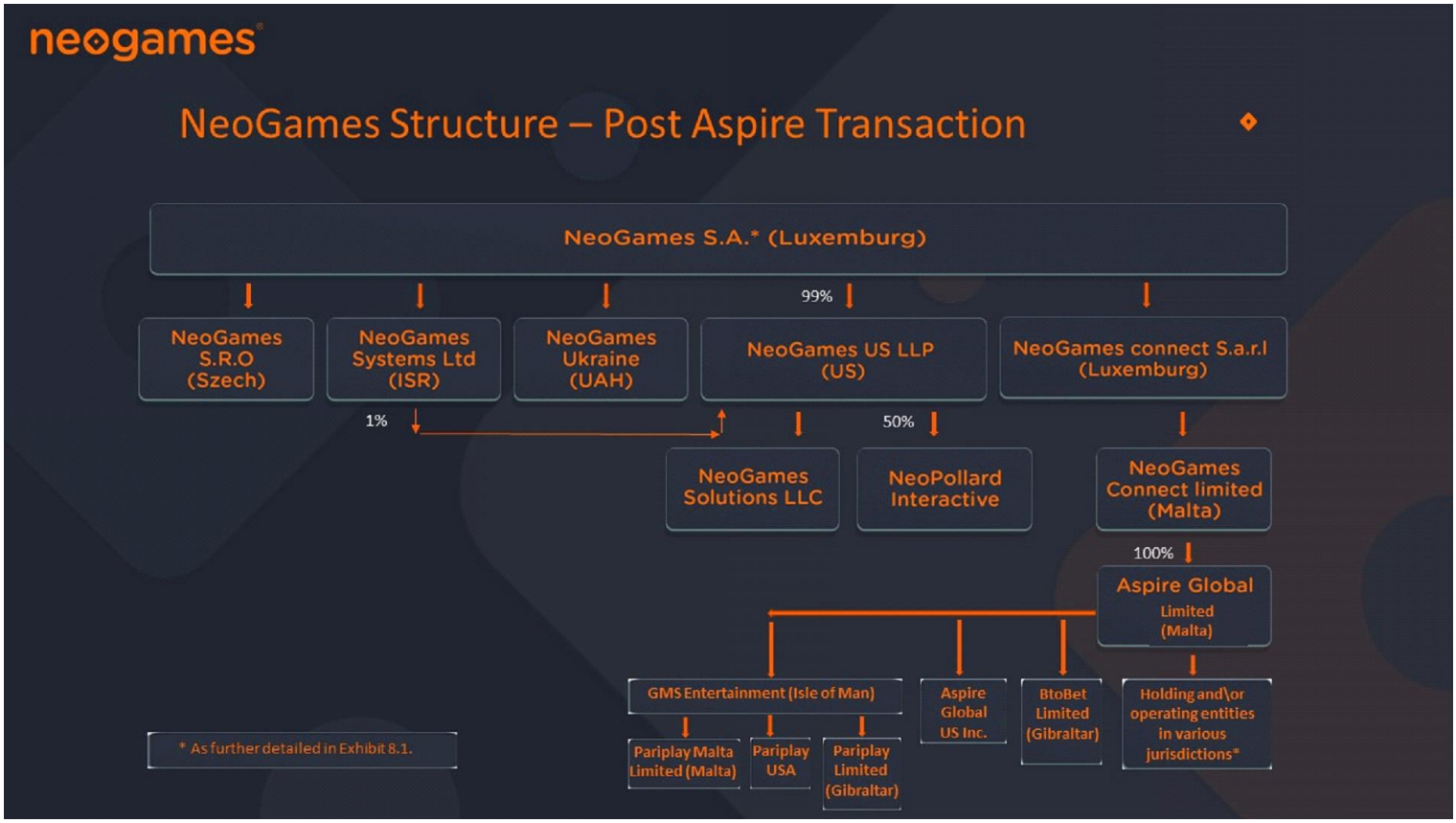
Our goal is to attract and retain highly qualified and motivated personnel. We also engage contractors to support our efforts. None of our employees and service providers are subject to a collective bargaining agreement. We consider our employee relations to be good and we have never experienced a work stoppage.

We are committed to maintaining a working environment in which diversity and equality of opportunity are actively promoted and all unlawful discrimination is not tolerated. We are committed to ensuring employees are treated fairly and are not subjected to unfair or unlawful discrimination. We value diversity and to that end recognize the educational and business benefits of diversity amongst our employees, applicants and other people with whom we have dealings.

4.C. Organizational Structure

The legal name of our company is NeoGames S.A., and we are organized under the laws of the Grand Duchy of Luxembourg. For a broader perspective of our global reach, see below for an overview of our corporate structure.

NeoGames Corporate Structure



4.D. Property, Plants and Equipment

The Company has an office in Tel Aviv, Israel, where it leases approximately 27,200 square feet of office space. The lease for this facility was extended for five years commencing on April 15, 2022 and will automatically extend for an additional five years unless we terminate it upon prior notice. A large part of our development team is located in Kyiv, Ukraine. To serve our team in Ukraine, we lease office space in the area of approximately 1,966 square feet. The lease for this facility will expire on June 2, 2029. The Company also leases office space, mostly for short terms, in Ukraine, Malta, Bulgaria, India, Gibraltar and Macedonia. NPI serves our iLottery customers in North America through an office space of approximately 18,100 square feet in Lansing, Michigan, USA. This facility is leased by Pollard iLottery Inc., and because it is used solely for the benefit of the operations of NPI and the MSL, the Company participates in 50% of its monthly costs. The lease for this facility will expire on March 31, 2027.

Shortly prior to Russia's invasion of Ukraine, the Company's wholly-owned Ukrainian subsidiary, NeoGames Ukraine, entered into an agreement for the renovation and long-term leasing of facilities in Kyiv to serve as a development hub for the Company. Pursuant to such agreement, the Company has prepaid approximately $490,000, to facilitate the construction and renovation project. This project has been put on hold until the situation in the region has stabilized and it becomes possible to continue the renovation plans.

We believe that our current facilities are adequate to meet our needs for the near future and that suitable additional or alternative space will be available on commercially reasonable terms to accommodate our foreseeable future operations.

ITEM 4A. UNRESOLVED STAFF COMMENTS

None.

ITEM 5. OPERATING AND FINANCIAL REVIEW AND PROSPECTS

You should read the following discussion and analysis of our consolidated financial condition and results of operations in conjunction with our consolidated financial statements and the related notes included elsewhere in this Annual Report. This discussion contains forward-looking statements and involves numerous risks and uncertainties, including, but not limited to, those described in the "Risk Factors" section of this Annual Report. Actual results could differ materially from those contained in any forward-looking statements. Our financial statements have been prepared in accordance with IFRS. See Item 3.D. "Risk Factors" and "Cautionary Statement Regarding Forward-Looking Statements." The discussion of our operating and financial review and prospects for the year ended December 31, 2020 compared to the year ended December 31, 2021, can be found in Part I, Item 5. of our Annual Report on Form 20-F for the fiscal year ended December 31, 2021 filed with the SEC on April 14, 2022.

Our Company

We are a technology-driven innovator and a global leader of iLottery and iGaming solutions and services for regulated lotteries and gaming operators, offering our customers a full-service suite of solutions, including proprietary technology platforms, a sportsbook platform, two dedicated game studios with an extensive portfolio of engaging games – one in lottery and one in casino games, and a range of value-added services.

As a global B2G and B2B technology and service provider to state lotteries and other lottery operators, we offer our customers a full-service solution that includes all of the elements required for the offering of lottery games, including Instants and DBGs, via personal computers, smartphones and handheld devices. These elements include technology platforms, a range of value-added services and a game studio with a large portfolio of games. The value-added services that we offer facilitate various aspects of the iLottery offering including regulation and compliance, payment processing, risk management, player relationship management and player value optimization. Our complete solution allows our customers to enjoy the benefits of marketing their brands and generating traffic to their iLottery sales channels.

With the strategic acquisition of Aspire in June 2022, NeoGames now offers an innovative sports betting platform from BtoBet, an advanced content aggregation solution from Pariplay, and a complete set of B2B gaming tech and managed services.

NeoGames was established as an independent company in 2014, following a spin-off from Aspire, a B2C and B2B service provider in the iGaming industry. Prior to the spin-off from Aspire, our management team was responsible for the iLottery business of Aspire, which derived the majority of its revenues from the sale of iLottery games to various lotteries in Europe. In 2014, we began to focus on the U.S. iLottery market, which opened in 2012 with the introduction of online lottery ticket sales in Illinois. In order to access this significant market opportunity, we partnered with Pollard, one of the leading vendors to the global lottery industry. In 2014, we signed our first turnkey solution contract in the United States with the MSL, as a sub-contractor to Pollard.

In July 2014 we formed NPI, a joint venture with Pollard, for the purpose of identifying, pursuing, winning and executing iLottery contracts in the North American lottery market. NPI combines the Company's technology and iLottery business and operational experience with Pollard's infrastructure, administrative capabilities and relationships with lotteries in North America. NPI is managed by an executive board of four members, consisting of two members appointed by NeoGames and two members appointed by Pollard. NPI has its own general manager and dedicated workforce and operates as a separate entity. However, it relies on NeoGames and Pollard for certain services, such as technology development, business operations and support services from NeoGames and corporate services, including legal, banking and certain human resources services, from Pollard.

Since its inception, NPI has secured iLottery contracts with the VAL, the NHL (as a sub-contractor to Intralot), the NCEL, the AGLC, the ALC and the Georgia Lottery. All of our iLottery business in North America is conducted through NPI, except in Michigan, where the contract is between the MSL and Pollard and we support the Michigan iLottery as a subcontractor of Pollard. We continue to conduct all of our business outside of North America through NeoGames.

Aspire Acquisition

On June 14, 2022 we completed our previously announced acquisition of Aspire for a total consideration amount of approximately $267.2 million in cash and 7,604,015 Swedish Depository Receipts of the Company ("SDRs"), each of which is convertible into one ordinary share of the Company. As of April 18, 2023, 48,672 SDRs have not yet been converted into Ordinary Shares and are expected to become fully converted by May 24, 2023, upon termination of the SDR program.

At the closing of the Aspire Tender Offer, we issued 7,604,015 SDRs, and paid approximately $267.2 million in cash to shareholders of Aspire.

At the closing of the Aspire Tender Offer, we entered into a senior facilities agreement with the Lenders (as defined below), consisting of a €187.7 million term loan, to partially fund the cash portion of the Aspire acquisition. The term loan, along with a €13.1 million overfund facility, has a six-year maturity and bears interest at a rate of EURIBOR plus 6.25 percent per annum. See Note 15 to our consolidated financial statements included elsewhere in this Annual Report and Item 5.B. "*Liquidity and Capital Resources – Financing for the Acquisition of Aspire*".

Our Customer Contracts

The core of our iLottery business model is our turnkey solution, which is our main iLottery revenue generator. Turnkey contracts generate long-term revenue streams that we believe we can increase over time, as in Michigan, to provide a strong return on investment.

We currently have, directly and through Pollard, Intralot and NPI, contracts to provide a turnkey solution to the MSL, the VAL, the NHL, the NCEL, the AGLC and Sazka and generate revenues from all these contracts. Our turnkey solution for the Michigan iLottery launched in August 2014, followed by our turnkey solution for Sazka, which launched in 2017. Our turnkey solutions for the NHL and NCEL were launched in September 2018 and October 2019, respectively, the VAL after a 2015 launch of an e-subscription program for DBG began operating a full iLottery program in July 2020 and our turnkey solution for the AGLC launched on September 30, 2020. The MSL Agreement was extended from December 2020 through July 2026. In 2022, we announced the entry into an agreement with the ALC for the provision of access to our game studio library of content through NPI, and a game content agreement with the Georgia Lottery. On June 28, 2022, we announced the entrance into a multi-year turnkey project with Intralot do Brasil, the lottery operator in Brazil's second largest state of Minas Gerais. The agreement marks the Company's entry into the Brazilian market with an end-to-end solution of iLottery and online sports betting. The agreement was the Company's first cooperation with BtoBet, the sports betting solution it acquired as part of the Aspire acquisition.

In addition to our long-term turnkey contracts, NeoGames currently has eight games contracts with European customers, and we believe that we will secure additional games contracts in the future and that our revenues from games contracts will become a more significant part of our overall revenues, positively impacting our profitability.

For the years ended December 31, 2022, 2021 and 2020, we generated 8.6%, 15.8% and 13.6% of our revenues, respectively, from our contracts with William Hill, which were assumed by and assigned to Caesars on June 30, 2022.

Our revenues from North America represented 26% and 79% of our revenues in the years ended December 31, 2022 and 2021, respectively.

For our iGaming business model, we are a leading B2B provider of iGaming solutions to a wide variety of partners, ranging from tier 1 operators to start-ups. A significant portion of our customers are marketing companies specializing in "smart" on-line marketing, mostly in European markets and aiming to expand to Latin America. We offer everything a company needs to operate a successful iGaming brand, including casino and sports betting. The revenues we generate from our iGaming partners are from four separate streams: a fixed set-up fee, a mark-up on supplier services, a share of adjusted net gaming revenues and royalty payments.

NeoPollard Interactive

We generated 3.4% and 15% of our revenues in the years ended December 31, 2022 and 2021, respectively, from services provided to NPI, such as development services. We account for the financial results of NPI in our financial statements in accordance with the equity method. Although NPI's results of operations can materially impact our profit (loss), the results of operations of NPI are only reflected in one line item in our consolidated statements of comprehensive income (loss) (Company's share in gains of NPI) and our revenue and operating expenses do not reflect the results of operations of NPI.

However, due to its materiality to our operational results, we have included the audited financial statements of NPI for the years ended December 31, 2022 and 2021 in this Annual Report. In order to provide more visibility into the results of operations of NPI, we have also included under Item 5.A. "Results of operations - *Results of Operations of NPI*"a discussion of the period to period comparison of NPI's results of operations.

Factors Affecting our Financial Condition and Results of Operations

Our financial condition and results of operations have been, and will continue to be, affected by a number of important factors, including those discussed below and in Part 3.D. "Risk Factors" of the Annual Report.:

iLottery Penetration

The iLottery Penetration in each of the markets where we provide our turnkey solution varies and is dependent on a number of factors, including the range of iLottery products provided, the acceptable forms of payments and iLottery marketing budgets. The level of iLottery Penetration in any market where we operate has a direct impact on our or NPI's revenues and any increase in iLottery Penetration is expected to increase such revenues.

Deregulation of lotteries in the United States

Lottery is a highly regulated industry. While lottery is offered in 45 states and the District of Columbia, iLottery Instants or DBGs are currently offered in only nine states and the District of Columbia (excluding states that offer only subscription-based iLottery). Expanding our business into additional U.S. states is an important part of our growth strategy and it is our belief that the growing credibility and brand awareness of certain iLottery platform and service providers, the demonstrated success of states with iLottery offerings and the increasing budgetary shortfalls in many U.S. states will accelerate the pace of deregulation and increase our growth potential.

The level of competition in the iLottery industry and the number of competitors

The iLottery industry is less exposed to new market entrants than other gambling markets due to the considerable barriers to entry imposed by government regulations and the need for unique and iLottery-tailored technology solutions. There is, however, intense competition among the few existing iLottery providers with respect to new iLottery contracts. We compete both for contracts to supply our turnkey solution and for contracts to supply our games.

The level of competition and number of competitors in our market is an important factor affecting our ability to win new contracts and to expand our business.

Operating jurisdictions for iGaming business

Our iGaming business is concentrated on winning market share in regulated markets, which are currently limited in number. If more jurisdictions, mainly in the EU and across the U.S. decide to permit regulated gaming activities and operations through a licensing model, we believe that our experience and scale, as demonstrated by our social responsibility practices and existing relationships with gaming regulators, will allow us to present a compelling product suite coupled with experience and knowledge in operating in regulated gaming markets. That being said, regulated markets would normally be expected to generate lower operating margins due to taxation and product and other certification requirements, as well as greater platform customization required to meet regulatory requirements.

Intense competition in the B2B landscape in the U.S. iGaming market

We face significant competition in the evolving iGaming industry, especially in the U.S. market. Moreover, given that industry leaders control their own tech stack, the competition for the remaining contracts is very substantial. We compete on the basis of the content, features, quality, functionality, accuracy, reliability, innovation and price of our iGaming technology solutions, games and related operational services. We believe that we provide a unique solution for iGaming, offering a wide variety of B2B services, unique proprietary tools and a proprietary Sportsbook platform, which enables our partners to focus on marketing and player acquisitions. However, our competitors may be able to provide similar or superior solutions, and some of our competitors and potential competitors have substantially greater financial and other resources (including human resources) or experience than we do, which could limit our ability to contract with additional operators.

Reportable Segments

Since the Aspire acquisition was completed on June 14, 2022, we have managed our operations through four reportable segments: NeoGames, which represents all of our iLottery and related operations, and the following three reportable segments constituting our iGaming division with Aspire: Core, Games (Pariplay), and Sports (BtoBet).

	For the year ended December 31, 2022					
	Lottery	**Core**	**Games**	**Sports**	**Eliminations**	**Total**
	U.S. dollars (in thousands)					
Revenues	53,598	80,475	18,265	13,360	-	165,698
Revenues (inter-segment)	988	-	5,876	369	(7,233)	-
Total Revenues	54,586	80,475	24,141	13,729	(7,233)	165,698
The Company' share in profit of Joint Venture and associate	21,585	525	-	-	-	22,110
Segment results	**18,660**	**6,695**	**5,785**	**2,157**	**-**	**33,297**

iLottery Segment

iLottery segment revenues increased 6.2% for the year ended December 31, 2022 compared to the year before, mainly due to higher revenues generated from our contract with William Hill, which was assigned to and assumed by Caesars on June 30, 2022, partially offset by lower revenues from services rendered to NPI. The segment profit increased to $18.7 million due to strong performance of the iLottery programs operated by NPI in the U.S., mainly during the second half of 2022.

Core Segment

Aspire Core segment revenues contributed $80.4 million for the period from the merger closing to December 31, 2022.

Aspire Core allows operators to operate either under their own local licenses or under Aspire's licenses in numerous markets. Aspire's platform partners have access to on-demand data analysis services in addition to a variety of analytical tools. The platform is frequently updated with new features relating to regulation and ongoing compliance. The in-house regulation and compliance team monitors operations, conducts ongoing training and provides partners with regulatory updates and marketing guidelines for their jurisdictions. The platform itself can be used exclusively or combined with a wide range of managed services, such as customer support, CRM tools and financial services.

Aspire has been working with its partners using a revenue sharing arrangements. In arrangements wherein Aspire is the principal in the transaction, revenue is recognized on a gross basis and the third-party revenue portion related to the sale is recognized within distribution expenses as royalties. Conversely, in arrangements wherein the Company acts as an agent between the customer and the vendor, revenue is recognized net of costs.

In most arrangements through December 31, 2022, the Company was the principal. To determine whether Aspire is an agent or principal, management considers whether Aspire obtains control of the services or products before they are transferred to the customer. In making this evaluation, several factors are considered, most notably whether we have primary responsibility for fulfillment to the customer, as well as pricing discretion.

After the sale of its B2C segment in 2021 and related value proposition, Aspire has been working with the majority of its partners to transition to them the respective B2C capabilities. Commencing on January 1, 2023, Aspire has changed the related legal terms of partner contracts, allowing a substantial degree of control of the services or products to its partners. Thus, commencing on January 1, 2023, Aspire has reported revenues from the majority of its arrangements on a net basis.

Games (Pariplay)

Games segment has two growing product lines, proprietary content ("Wizard") and aggregation service ("Fusion"), primarily driven by expansion of Pariplay into the North American regulated gaming market and expansion of content and aggregation services with our primary existing partners. Total segment revenues for the period from June 15, 2022 to December 31, 2022 were $24.1 million, of which $5.8 million constitute sales to internal group segments.

Sports (BtoBet)

BtoBet is a sportsbook provider with a proprietary sportsbook. In addition, BtoBet provides Aspire with flexibility when it comes to adding new features and securing fast time to market. BtoBet segment revenues contributed $13.7 million for the period from the merger closing to December 31, 2022.

Non-IFRS Information

This Annual Report includes EBIT, EBITDA and Adjusted EBITDA, which are financial measures not presented in accordance with IFRS that we use to supplement our results presented in accordance with IFRS. We define "EBIT" as net profit (loss), plus income taxes, and interest and finance-related expenses. We define "EBITDA" as EBIT, plus depreciation and amortization. We define Adjusted EBITDA as EBITDA, plus initial public offering expenses, share-based compensation, business combination related expenses and the Company's share of NPI's depreciation and amortization.

We believe EBIT, EBITDA and Adjusted EBITDA are useful in evaluating our operating performance, as they are similar to measures reported by other public companies in our industry and are regularly used by security analysts, institutional investors and others in analyzing operating performance and prospects. Adjusted EBITDA is not intended to be a substitute for any IFRS financial measure and, as calculated, may not be comparable to other similarly titled measures of performance of other companies in other industries or within the same industry.

We include these non-IFRS financial measures because they are used by our management to evaluate our operating performance and trends and to make strategic decisions regarding the allocation of capital and new investments. EBIT, EBITDA and Adjusted EBITDA exclude certain expenses that are required in accordance with IFRS because they are non-cash or are not associated with the operational activity of the business.

The following table reconciles our EBIT, EBITDA and Adjusted EBITDA to our net income (loss), the closest IFRS measure, for the periods indicated:

	Year Ended December 31,		
	2022	2021	2020
		(in thousands)	
Net (loss) income	$ (18,965)	$ 4,652	$ 6,514
Income tax expenses	1,546	325	1,443
Interest and finance-related expenses	15,105	6,312	5,069
EBIT	(2,314)	11,289	13,026
Depreciation and amortization	35,611	14,613	11,657
EBITDA	33,297	**25,902**	**24,683**
Initial public offering expenses	-	-	2,796
Business combination related expenses	17,984	3,841	-
Share-based compensation	2,994	3,448	969
Company share of NPI depreciation and amortization(1)	$ 222	193	203
Adjusted EBITDA	$ 54,497	**$ 33,384**	**$ 28,651**

(1) Represents 50% of NPI's depreciation and amortization for the years ended December 31, 2022, 2021 and 2020 of $445,000, $385,000 and $405,000, respectively. In accordance with IFRS, NeoGames' share of NPI's expense is not recorded in our consolidated statements of comprehensive income (loss), but is rather reflected in our consolidated financial statements in accordance with the equity method, as we share in 50% of the profit (loss) of NPI. See Note 1 to our consolidated financial statements included elsewhere in this Annual Report.

Components of Results of Operations

Revenues

We generate revenues from our B2B iGaming solutions offered through Aspire, iLottery turnkey solutions and games, contract with Caesars, joint operation of the Michigan iLottery for the MSL (the "Michigan Joint Operation") and development services we provide to NPI.

The iGaming revenues we generate are from four separate streams: a fixed set-up fee, a mark-up on supplier services, a share of adjusted net gaming revenues and royalty payments

- Fixed set-up fee – A fixed set-up fee is charged immediately following an agreement.
- Mark-up on supplier services – A "cost plus" mark-up is charged for third-party services, such as fees to payment solution providers and game providers. We keep the mark-up at a moderate level while focusing on the royalty element.
- Share of adjusted net gaming revenue – When a brand is launched on the platform, we and the partner split the net gaming revenues (NGR). We keep a royalty and pay the remaining share of NGR to the partner. To limit downside risk, in some cases a minimum platform fee is charged.
- Royalties – Royalties from games and sport betting are calculated and invoiced as a percentage of the adjusted game win (player bets less player wins less adjustments), a fee for proprietary titles and another for aggregation of third-party games.

Our iLottery turnkey solution contracts and certain of our games contracts provide for a revenue share model that entitles us, either directly, or indirectly through Pollard, Intralot or NPI, to a predetermined share of either the NGR or the GGR generated by iLotteries using our platforms and/or games. Our share of NGR or GGR varies between customers and generally depends on the type and scope of value-added services provided to the customer. Our contract with Intralot Interactive S.A for providing games to the Croatian lottery is the only contract we have that is based on gross sales. The initial term of this contract expired and the contract has been renewed up to January 2022. This contract provides for a fee that is determined based on the GGR through our content on the Croatian lottery platform.

We post as revenues at least 50% of the revenues earned by the Michigan Joint Operation from the MSL, with an incremental 3 to 5% above our 50% share of royalties earned by the Michigan Joint Operation from certain games subsequently developed and provided by NeoGames as compensation for our development of such games. We record as revenues 100% of the revenues earned from our European customers.

As with the revenues earned by the Michigan Joint Operation, we are entitled to at least 50% of the revenues earned by NPI from our customers, with an incremental 3 to 5% above our 50% share of royalties earned by NPI from certain games subsequently developed and provided by NeoGames as compensation for our development of such games (which we refer to collectively as our "NPI Revenues Interest"). However, while our revenues earned from the Michigan Joint Operation are reflected as revenues in our consolidated statement of operations, our NPI Revenues Interest is not recorded as revenues, but is rather reflected in our financial statements in accordance with the equity method. We share in 50% of the profit of NPI, subject to certain adjustments (including the incremental royalties mentioned above).

We generate revenues from Caesars in the form of a monthly fee charged to Caesars for its access to the sub-licensed NeoSphere platform.

We also record as revenue a monthly fee we receive from each of the Michigan Joint Operation and NPI for certain software development and support services, which is calculated on a margin over cost basis.

The table below presents the revenues (including through the Michigan Joint Operation), as well as NeoGames' NPI Revenues Interest, for the years ended December 31, 2022, 2021 and 2020.

	Year Ended December 31,		
	2022	2021	2020
		(in thousands)	
Royalties from turnkey contracts[1]	$ 29,729	$ 29,882	$ 32,252
Royalties from games contracts	1,709	1,994	2,006
Access to IP rights	14,293	7,959	6,697
Development and other services - Aspire	767	1,617	2,430
Development and other services - NPI[2]	5,651	7,578	4,404
Development and other services - Michigan Joint Operation	1,449	1,433	1,413
Revenues	$ 53,598	$ 50,463	$ 49,202
Aspire Global revenues	112,100	-	-
Total Revenues	$ 165, 698	50, 463	49,202
NeoGames' NPI Revenues Interest[3]	$ 44,473	$ 34,052	$ 9,535

(1) Includes NeoGames' revenues mainly from the Michigan Joint Operation and Sazka.

(2) Represents revenues recognized by NeoGames for services provided to NPI. Such amounts were also recognized as expenses by NPI. We share in 50% of the profit of NPI.

(3) Represents 50% of NPI's revenues in the years ended December 31, 2022, 2021 and 2020 of $84.5 million, $64 million and $18.0 million, respectively, plus an incremental $2,400 thousand, $1,820 thousand and $519 thousand, respectively, of royalties from certain games as compensation for our subsequent development of such games. We refer to this, collectively, as our "NPI Revenues Interest" — however, in accordance with IFRS, our NPI Revenues Interest is not recorded as revenues in our consolidated statements of comprehensive income (loss), but is rather reflected in our consolidated financial statements in accordance with the equity method, as we share in 50% of the profit of NPI subject to certain adjustments (including the incremental royalties mentioned above). See Note 1 to our consolidated financial statements included elsewhere in this Annual Report.

Operating expenses

Distribution expenses. Distribution expenses are primarily comprised of royalties payable to Aspire operator partners, traffic-related costs, including processing fees (including geo-location costs and ID verification costs), third-party content costs, gaming taxes, call center expenses (including hardware and software maintenance costs, and telecommunication expenses), charges associated with contracts delivery contractual commitments, licensing tools and cloud solutions, personnel-related costs associated with these functions and occupancy costs associated with the facilities where these functions are performed.

Development expenses. Our research and development expenses are primarily comprised of costs of our research and development personnel, contractor services in Ukraine and other development-related expenses. Research and development costs are expensed when incurred, except to the extent that such costs qualify for capitalization. We believe continued investments in research and development are important to maintain our competitive strengths and expect research and development costs to increase in absolute dollars, but to decrease as a percentage of total revenues.

Selling and marketing expenses. Our selling and marketing expenses are primarily comprised of costs of our marketing personnel, travel expenses and other sales and marketing-related expenses. Selling and marketing expenses are expensed as incurred. We intend to continue to invest in our sales and marketing capabilities in the future to continue to increase our brand awareness. While our selling and marketing expenses have decreased during the years ended December 31, 2021 and 2020 due to the effect of the COVID-19 pandemic on international traveling, conventions and marketing events, during the year ended December 31, 2022 and in tandem with the removal of pandemic related restrictions, we have resumed our participation in industry conventions and expending on international traveling.

General and administrative expenses. General and administrative expenses primarily include costs of our executive, finance, legal, business development and other administrative personnel and service providers. General and administrative expenses are expensed as incurred. We expect that our general and administrative expenses will increase in absolute dollars for the foreseeable future as we expand our business, as well as to cover the additional cost and expenses associated with being a publicly listed company.

IPO related expenses. IPO related expenses primarily include legal and accounting fees and expenses. We have incurred expenses and costs in the aggregate amount of $2,796 thousand in 2020.

Aspire business combination related expenses. Acquisition related expenses include primarily legal, investment banking, consultancy and accounting fees and expenses.

Depreciation and amortization

Our depreciation and amortization expenses are comprised of amortization of capitalized research and development costs we incur in connection with our technical group personnel. We amortize these capitalized costs on a straight-line basis beginning when development is complete and the asset is available for use and continuing over their useful life, as well as amortization of Aspire's newly acquired intangible assets. We began to follow the directives of IFRS 16 in 2019, recognizing the annual costs of our leased premises within the amount of depreciation and amortization expenses.

Finance expense including interest expense with respect to funding from related parties

Our interest expenses are primarily comprised of interest we incur on the Senior Facilities Agreement. For the year ended December 31, 2022, we incurred $8.3 million of interest expense in connection with the Senior Facilities Agreement, paid by the Company for the funding of the cash portion of Aspire transaction.

The Aspire Promissory Notes were repaid in full upon maturity, on March 31, 2022. All borrowed amounts under the WH Credit Facility (including interest thereon) have been repaid in full by us in June 2022. For more information on the WH Credit Facility, see Item 7.B. "*Related Party Transactions*."

Income taxes expense

We are subject to Luxembourg corporation taxes on profits derived from activities carried out in Luxembourg. NGS, our Israeli subsidiary, is subject to Israeli corporate taxes. NPI, NeoGames US, LLP and NeoGames Solutions LLC are subject to U.S. federal income tax as well as certain state income taxes. Due to the resources invested in growing and developing our business, we have, until recently, generated losses. As of December 31, 2021, our estimated cumulative carry forward tax losses were approximately $22 million. On May 18, 2021, we obtained a pre-ruling from the Israeli Tax Authority regarding the transfer of certain intellectual property rights relating to the online lottery business of NeoGames S.A. to NGS, the transfer price for which was determined by a third-party study to be $57.0 million, which had the effect of reducing our cumulative carry forward tax losses by the same amount. The book value of $57 million representing the value of the transferred intellectual property rights, will be amortized for tax purposes over a period of 8 years starting the year ended December 31, 2021. For more information regarding the pre-ruling, see Item 10.E. "*Taxation – Tax Ruling of the Israeli Tax Authority.*"

Income taxes are calculated in accordance with the tax legislation and applicable tax rates in force at the end of the reporting year in the countries in which the Company or its consolidated subsidiaries have been incorporated. The iGaming companies are subject to corporation taxes on profits derived from activities carried out in various jurisdiction: Malta, Israel, Ukraine, Bulgaria, the United States, India, Gibraltar, North Macedonia, Spain and Italy.

Company's share in profits of NPI

We own 50% of the equity of NPI and we record 50% of NPI's profit or loss as our profit or loss, as adjusted to compensate the Company for our games development and DBG sales.

5.A. Results of Operations

The following tables set forth our results of operations in U.S. dollars and as a percentage of total revenues for the periods presented.

	Year Ended December 31,		
	2022	**2021**	**2020**
		(in thousands)	
Consolidated Statements of Operations Data:			
Revenues	$ 165,698	$ 50,463	$ 49,202
Distribution expenses	97,579	9,889	6,685
Development expenses	10,278	9,428	7,452
Selling and marketing expenses	5,364	1,549	1,483
General and administrative expenses	23,306	12,300	7,496
Initial public offering expenses	-	-	2,796
Business combination related expenses	17,984	3,841	-
Depreciation and amortization	35,611	14,613	11,657
	190,122	51,620	37,569
Profit (loss) from operations	(24,424)	(1,157)	11,633
Interest expense with respect to funding from related parties	2,867	4,811	4,343
Finance income	-	-	(21)
Finance expenses	12,238	1,501	747
Company share in profits of Joint Venture and associated companies, net	22,110	12,446	1,393
Profit (loss) before income tax expenses	(17,419)	4,977	7,957
Income taxes (expense) benefit	(1,546)	(325)	(1,443)
Net income (loss)	$ (18,965)	$ 4,652	$ 6,514

	Year Ended December 31,		
	2022	2021	2020
	(as a % of revenues in absolute numbers)		
Consolidated Statements of Operations Data:			
Revenues	100.0%	100.0%	100.0%
Distribution expenses	58.9	19.6	13.6
Development expenses	6.2	18.7	15.1
Selling and marketing expenses	3.2	3.0	3.0
General and administrative expenses	14.1	24.4	15.2
Initial public offering expenses	-	-	5.7
Business combination related expenses	10.8	7.6	-
Depreciation and amortization	21.5	29.0	23.7
Profit (loss) from operations	(14.7)	(2.3)	23.6
Interest expense with respect to funding from related parties	1.7	9.5	8.8
Finance income	0.0	0.0	0.0
Finance expenses	7.4	3.0	1.5
Company share in profits of Joint Venture and associated companies	13.3	24.7	2.8
Profit (loss) before income tax expenses	(10.5)	9.9	16.1
Income taxes (expenses) benefit	0.9	0.7	2.9
Net income (loss)	(11.4)%	9.2%	13.2%

Year ended December 31, 2022 compared to year ended December 31, 2021

Revenues

Revenues for the year ended December 31, 2022 were $165.7 million, an increase of $115.2 million, or 228.4%, compared to $50.5 million for the year ended December 31, 2021.

Revenues from our turnkey solution contracts decreased in 2022 by 0.51% to $29.7 million, compared to $29.9 million in 2021. The decrease was primarily driven by a 4.5% decrease in revenues from MSL partially offset by a 12.6% increase in revenues from Sazka.

Revenues from our games decreased by 14% in 2022 to $1.7 million, compared to $2 million in 2021. The decrease was primarily driven by the FX exchange impact on the EUR/USD rates of fixed priced contracts denominated in EUR combined with a reduction in volumes driven by our content in a few of our other main European accounts.

Revenues from our contracts with William Hill, which were assumed by and assigned to Caesars on June 30, 2022, and certain software services we provide to NPI and the Michigan Joint Operation, increased by 25% in 2022 to $23.1 million, compared to $18.6 million in 2021. This increase was primarily attributed to our support in the roll out of the NeoSphere solution in more than 13 additional U.S. states in 2022 and an increase in the scope of functionalities our solution was required to meet to support the contract with Caesars.

Revenues from Aspire contributed $112.1 to the overall 2022 revenues mix, which represents approximately 97% of the total year over year growth. See also Item 4.B. "*Business Overview - iGaming Revenues*" by category for further details.

Distribution expenses

Distribution expenses for the year ended December 31, 2022 were $97.6 million, an increase of $87.7 million, or 887%, compared to $9.9 million for the year ended December 31, 2021. The increase was primarily driven by inclusion of royalties in an aggregate amount of $86.4 million associated with charges due to Aspire operator partners. The remainder of the distribution expenses was comprised of the costs associated with operational fees linked to the delivery of the MSL Agreement, mainly attributed to processing and clearing fees as well as charges linked to the operation of our customer support unit.

Development expenses

Development expenses for the year ended December 31, 2022 were $10.3 million, an increase of $0.9 million, or 9.0%, compared to $9.4 million for the year ended December 31, 2021. The increase was primarily driven by additional resources added to our technology group following the acquisition of Aspire.

Selling and marketing expenses

Selling and marketing expenses for the year ended December 31, 2022 were $5.4 million, an increase of $3.8 million, or 246%, compared to $1.5 million for the year ended December 31, 2021. The increase was primarily driven by a return to incurring expenses for conventions, trade shows and traveling, which we resumed after the lessening of the COVID-19 pandemic related restrictions.

General and administrative expenses

General and administrative expenses for the year ended December 31, 2022 were $23.3 million, an increase of $11 million, or 89%, compared to $12.3 million for the year ended December 31, 2021. The increase was primarily driven by additional $8.1 million corresponding to Aspire's portion of such expenses.

Business combination related expenses

Business combination expenses were $18 million for the year ended December 31, 2022, an increase of $14.2 million compared to $3.8 million for the year ended December 31, 2021. This increase was due to the execution and completion of the acquisition and integration of Aspire, including, but not limited to, investment banking fees, legal, accounting and consultancy expenses.

Depreciation and amortization

Depreciation and amortization for the year ended December 31, 2022 was $35.6 million, an increase of $21 million, or 144%, compared to $14.6 million for the year ended December 31, 2021. The increase was primarily driven by periodic amortization of the newly acquired intangible assets of Aspire at an aggregate amount of $17.3 million from close of the merger until December 31, 2022.

Interest expense with respect to funding from related parties

Interest expense with respect to funding from related parties for the year ended December 31, 2022 was $2.9 million, a decrease of $1.9 million, or 40%, compared to $4.8 million for the year ended December 31, 2021. The decrease was primarily driven by the repayments of loans generating the interest expenses, in March and June 2022.

Finance expenses

Finance expense for the year ended December 31, 2022 was $12.2 million, an increase of $10.7 million, or 715%, compared to $1.5 million for the year ended December 31, 2021. The increase was primarily driven by the charges associated with the Senior Facilities Agreement to fund the Aspire acquisition. For more information, see also Item 5.B "Liquidity and Capital Resources."

Income taxes expense

Income taxes expense for the year ended December 31, 2022 was $1.5 million, an increase of $1.2 million, or 376%, compared to $0.3 million for the year ended December 31, 2021. The increase was primarily due to the inclusion of Aspire tax expenses after the closing of the acquisition.

Company's share in profits of NPI

The Company share in the profits of NPI for the year ended December 31, 2022 was $22.1 million, an increase of $9.7 million compared to $12.4 million for the year ended December 31, 2021. This increase was primarily driven by increases in all accounts served by NPI, but principally the VAL, NCEL and AGLC, which experienced increases of 48%, 38% and 14%, respectively. For additional details, see "- *Results of Operations of NPI*."

Results of Operations of NPI

	Year Ended December 31,		
	2022	**2021**	**2020**
		(in thousands)	
Revenues	$ 84,533	$ 64,032	$ 18,032
Distribution expenses	49,093	44,970	16,116
Selling, general and marketing expenses	1,044	993	776
Depreciation	340	385	405
Net and total comprehensive income	$ 34,056	$ 17,684	$ 735
Net and total comprehensive income 50%	17,028	8,842	367
Adjustments(*)	4,557	3,604	1,026
Share in profits of NPI	21,585	12,446	1,393

(*) The adjustments mostly represent royalty commissions earned from NPI on certain games developed and delivered by the Company, whereby the Company's share of the underlying results is higher than 50%.

Year ended December 31, 2022 compared to year ended December 31, 2021

Revenue

Revenues for the year ended December 31, 2022 were $84.5 million, an increase of $20.5 million, or 32%, compared to $64 million for the year ended December 31, 2021. This increase was primarily driven by increases in revenues across all portfolio accounts, as follows: the VAL increased by $10.2 million, or 48.5%; the NHL increased by $1.9 million, or 25.3%; the NCEL increased by $4.9 million, or 38.2%; and the AGLC increased by $3.9 million, or 14.4%. We have seen a higher frequency of mega jackpot runs during the year ended December 31, 2022, which helped drive up the volume of online sales for the entire U.S. iLottery, triggering an increase of our revenues generated through those programs.

Distribution expenses

Distribution expenses for the year ended December 31, 2022 were $49.1 million, an increase of $4.1 million, or 9.2% compared to $45 million for the year ended December 31, 2021. This increase was primarily driven by an increase in costs linked to revenues growth, such as clearing and processing fees, content third-parties fees, KYC and identity verification.

Selling, general and marketing expenses

Selling and marketing expenses for the year ended December 31, 2022 were $1.04 million, an increase of $0.04 million, or 5.1% compared to $1.0 million for the year ended December 31, 2021. This increase was primarily driven by fees related to the participation in conventions following the lessening of COVID-19 related restrictions on travel.

Recent Accounting Pronouncements

Our recent accounting pronouncements are shown in Note 2 to our consolidated financial statements.

JOBS Act

We are an emerging growth company, as defined in the JOBS Act. The JOBS Act provides that an emerging growth company can take advantage of an extended transition period for complying with new or revised accounting standards. This provision allows an emerging growth company to delay the adoption of certain accounting standards until those standards would otherwise apply to private companies. We have elected to take advantage of this extended transition period until the earlier of the date we (x) are no longer an emerging growth company, or (y) affirmatively and irrevocably opt out of the extended transition period. As a result, our operating results and financial statements may not be comparable to those of companies that comply with new or revised accounting pronouncements as of public company effective dates.

5.B. Liquidity and Capital Resources.

Overview

We measure liquidity in terms of our ability to fund the cash requirements of our business operations, including working capital and capital expenditure needs, contractual obligations and other commitments, with cash flows from operations and other sources of funding. Since our inception, we have financed our operations primarily through cash generated from our operations, the proceeds from the initial public offering of our Ordinary Shares and the Senior Facilities Agreement obtained from Blackstone and which was primarily used to fund the cash portion of the consideration paid for the acquisition of Aspire. As of December 31, 2022, we had $145.3 million equity, $13.3 million working capital and $41.2 million cash and cash equivalents, compared to $59.8 million equity, $43.3 million working capital and $66.1 million cash and cash equivalents as of December 31, 2021.

Our primary requirements for liquidity and capital resources are to finance working capital, capital expenditures (including the deposit of performance bonds required under our iLottery contracts), to satisfy contingent consideration on business combination assumed from Aspire upon completion of the acquisition, quarterly interest, principal payments under the Senior Facilities Agreement, and general corporate purposes. We believe that our sources of liquidity and capital resources will be sufficient to meet our business needs for at least the next 12 months from the date of this Annual Report. As we remain in a growing stage of our business, we expect to continue to invest in research and development. We maintain the majority of our cash and cash equivalents in accounts with major, highly rated, multi-national and local financial institutions, and our deposits at these institutions exceed insured limits. Market conditions can impact the viability of these institutions, and any inability to access or delay in accessing these funds could adversely affect our business and financial position. Our future cash and capital requirements will depend on many factors, including our growth rate; the timing and extent of our spending to support our research and development efforts; capital expenditures to purchase hardware and software; the expansion of sales and marketing activities; our continued need to invest in our IT infrastructure to support our growth; and the extent to which the contingent consideration assumed from Aspire will be acceptable by the former shareholders of BtoBet. In addition, we may enter into additional strategic partnerships as well as agreements to acquire or invest in complementary products, teams and technologies, including intellectual property rights, which could increase our cash requirements. As a result of these and other factors, we may choose or be required to seek additional equity or debt financing sooner than we currently anticipate. If additional financing is required from outside sources, we may not be able to raise it on terms acceptable to us, or at all. If we are unable to raise additional capital when required or generate cash flows necessary to expand our operations and invest in continued innovation, we may not be able to compete successfully, which would adversely affect our business, financial condition and results of operations. The discussion of our liquidity and capital resources for the year ended December 31, 2020 compared to the year ended December 31, 2021, can be found in Part I, Item 5B. of our Annual Report on Form 20-F for the fiscal year ended December 31, 2021 filed with the SEC on April 14, 2022.

On October 9, 2020, Aspire (prior to its acquisition by the Company) completed a business combination with BtoBet Limited, in consideration for €20.8 million in cash, of which €15.8 million were paid on October 9, 2022 and €5 million 12 months after the closing of the transaction. In addition, the consideration included performance based contingent consideration of 7-times BtoBet's adjusted EBIT on the second anniversary of the closing minus €20 million. The Company assesses such contingent consideration based on the 2022 adjusted EBIT to be Euro 8.2 million, and an additional provision of approximately Euro 2 million was recorded in the preliminary purchase price allocation. The payment thereof is expected to be in the second or third quarter of 2023.

During November 2022, the board of directors of the Company resolved to acquire the remaining shares of GMS Entertainment Ltd., which were held by the managing director of Pariplay. The consideration amount is based on a third-party valuation for a total of $6 million. Such consideration is expected to be paid by the end of H1/2023.

During 2018, we borrowed $4.0 million with a stated annual interest rate of 5.0% and $2.0 million with a stated annual interest rate of 1.0% under the WH Credit Facility. The proceeds were used to fund the costs of new implementation projects during 2018 with the NHL and NCEL. During 2019, we borrowed a total of $6.5 million with a stated annual interest rate of 1.0% under the WH Credit Facility to secure the guarantees and bonding facilities for new contracts with the NCEL and additional prospective customers. During 2020, we borrowed $2.5 million with a stated annual interest of 1.0% and approximately $2.0 million with a stated annual interest of 5.0% under the WH Credit Facility. The proceeds were used to refinance a portion of our debt under the WH Credit Facility and to pay off all interest accrued under the WH Credit Facility. During the year ended December 31, 2022, we pre-paid all of the outstanding amount on account of the WH Credit Facility in accordance with the Senior Facilities Agreement with Blackstone in the aggregate amount of $11.3 million. As of December 31, 2022, the WH Credit Facility is no longer in effect. For further information regarding the WH Credit Facility, see Item 7.B. "*Related Party Transactions - WH Credit Facility*."

The difference in the interest rates between the calculated fair value interest rate and interest due on these loans was recorded as loan discounts which were amortized over the funding repayment period as additional finance expenses. Accordingly, we recorded interest expenses of $1.3 million in 2021 and $0.43 million in 2022 based on the fair value market interest rate.

Financing for the Acquisition of Aspire

On May 30, 2022, NeoGames S.A., NeoGames Connect S.à r.l. (the "Borrower") and NeoGames Connect Limited ("Bidco") entered into a senior facilities agreement (the "Senior Facilities Agreement") with Blackstone Private Credit Fund, GSO ESDF II (Luxembourg) Holdco S.à r.l., GSO ESDF II (Luxembourg), Levered Holdco II S.à r.l., GSO ESDF II (Luxembourg) Levered Holdco I S.à r.l. and G QCM (Luxembourg) Holdco S.à r.l. (together, the "Lenders"). On 12 September 2022, NeoGames Systems Ltd, NeoGames US, LLP and NeoGames Solutions LLC acceded to the Senior Facilities Agreement as additional guarantors. Pursuant to the Senior Facilities Agreement, the following term loan facilities were made available by the Lenders:

- a euro denominated term loan facility in an aggregate amount of €187.7 million ("Facility B1"); and
- a euro denominated term loan facility in an aggregate amount of €13.1 million ("Facility B2" and, together with Facility B1, the "Senior Facilities").

The Senior Facilities were fully drawn on June 13, 2022 in connection with the acquisition of Aspire. The proceeds of loans drawn under the Senior Facilities were applied towards, among other things, financing part of the aggregate consideration payable by the Company pursuant to the Acquisition of Aspire and/or refinancing existing indebtedness. Such loans have a maturity of 6 years and bear interest linked to EURIBOR plus 6.25 percent per annum.

The Senior Facilities Agreement contains customary representations and warranties, affirmative and negative covenants (including covenants in respect of financial indebtedness, disposals, security, permitted holding company activity, dividends and share redemption, acquisitions and mergers and conduct of the Aspire Tender Offer), indemnities and events of default, each with appropriate carve-outs and materiality thresholds. In addition, the Company, the Borrower, Bidco, NeoGames Systems Ltd, NeoGames US, LLP and NeoGames Solutions LLC have each given a customary guarantee in favor of the Lenders under the terms of the Senior Facilities Agreement.

In connection with the debt financing documented by the Senior Facilities Agreement, the Company and certain of its subsidiaries have granted certain guarantees in favor of the Lenders. Additionally, the Company and certain of its subsidiaries have granted, or will grant, security in favor of the Lenders over shares (and other ownership interests) owned in certain subsidiaries, certain bank accounts, certain material intercompany receivables, certain material intellectual property and, in the case of subsidiaries located in England and Wales and the United States, substantially all of their assets (subject to customary exceptions). Accordingly, we recorded interest expenses of $7.9 million in 2022 related to the loan from Blackstone.

The loans drawn under the Senior Facilities Agreement in connection with the acquisition of Aspire were in EUR but the consideration payable by the Company in respect of the acquisition was in SEK. Therefore, the Company entered into a deal contingent FX forward with Deutsche Bank AG (the "DC Bank") on January 17, 2022 (the "FX Hedging Transaction") under which the Company received the full SEK consideration from the DC Bank in exchange for an equivalent EUR amount calculated by reference to a pre-agreed exchange rate. The Company posted the charges associated with the FX forward and other financing initiation costs such as ticking and set up charges as deferred financing costs amortized over the term of the loan. During the year ended December 31, 2022, a total of $0.5 million were booked as fees amortization as part of the Blackstone related interest expenses.

Cash Flows

The Company generates its inbound cash flow through the collection of revenues being charged to its customers monthly. The Company's share of cash generated through North American turnkey contracts is being delivered through regular monthly settlements of net collections of customers' revenues less NPI's or Pollard's share of costs contributed by us to support delivery commitments.

The following table summarizes our cash flows for the periods presented:

	Year Ended December 31,		
	2022	2021	2020
		(in thousands)	
Net cash generated from operating activities	$ 38,349	$ 27,997	$ 28,223
Net cash used in investing activities	(225,944)	(18,534)	(15,717)
Net cash generated from (used in) financing activities	162,157	(3,148)	41,245
Net increase (decrease) in cash and cash equivalents	$ (25,438)	$ 6,315	$ 53,751

Year ended December 31, 2022 compared to year ended December 31, 2021

Net cash generated from operating activities

Net cash generated from operating activities for the year ended December 31, 2022 was $38.3 million, an increase of $10.3 million, compared to $28 million for the year ended December 31, 2021. The increase primarily resulted from growth in NPI.

Net cash used in investing activities

Net cash used in investing activities for the year ended December 31, 2022 was $225.9 million, an increase of $207.4 million, compared to $18.5 million for the year ended December 31, 2021. The increase was primarily driven by cash investment being required to fund the cash component required for the acquisition of Aspire.

Net cash generated from (used in) financing activities

Net cash generated from financing activities for the year ended December 31, 2022 was $162.2 million, an increase of $165.3 million, compared to cash used in financing activities of $3.1 million for the year ended December 31, 2021. The increase was primarily the result of the amounts drawn under the Senior Facilities Agreement needed to fund the cash portion of the acquisition of Aspire netted through repayment of WH Credit Facility.

Net increase/decrease in cash and cash equivalents

Net decrease in cash and cash equivalents for the year ended December 31, 2022 was $25.4 million, a decrease of $31.7 million, compared to an increase of $6.3 million for the year ended December 31, 2021. The decrease was primarily the result of expenses related to the acquisition of Aspire as well as interest payments in the third and fourth quarters due under the Senior Facilities Agreement.

Material Cash Requirements for Known Contractual and Other Obligations

We are a party to many contractual obligations involving commitments to make payments to third parties. These obligations impact our short-term and long-term liquidity and capital resource needs. Certain contractual obligations are reflected on the consolidated balance sheet as of December 31, 2022, while others are considered future commitments. Our contractual obligations primarily consist of $17.3 million as contingent consideration for business combinations and the buyout of the remaining minority rights with GMS Entertainment Ltd. For additional information, refer to Item 5.B "Liquidity and Capital Resources" and to Note 14 "Contingent Consideration On Business Combination and Other" of our annual financial statement.

We also indemnify our officers and directors for certain events or occurrences, subject to certain limits, while the officer is or was serving at our request in such capacity. The maximum amount of potential future indemnification is unlimited. However, our director and officer insurance policy limits our exposure and enables us to recover a portion of any future amounts paid. Historically, we have not been obligated to make any payments for these obligations and no liabilities have been recorded for these obligations on our consolidated balance sheet as of December 31, 2021 or 2022.

5.C. Research and Development, Patents and Licenses, Etc.

Our research and development expenses are primarily comprised of costs of our research and development personnel, contractor services in Ukraine and other development-related expenses. Research and development costs are expensed when incurred, except to the extent that such costs qualify for capitalization. We believe continued investments in research and development are important to maintain our competitive strengths and expect research and development costs to increase in absolute dollars, but to decrease as a percentage of total revenues. Research and development expenses were $10.2 million, $9.4 million and $7.5 million in 2022, 2021 and 2020, respectively.

5.D. Trend Information.

Other than as described in Item 3.D. “Risk Factors” and in Item 5. “Operating and Financial Review and Prospects — Factors Affecting our Financial Condition and Results of Operations” of this Annual Report, we are not aware of any trends, uncertainties, demands, commitments or events that are reasonably likely to have a material effect on our total revenues, income, profitability, liquidity or capital resources, or that caused the disclosed financial information to be not necessarily indicative of future operating results or financial condition.

5.E. Critical Accounting Estimates

Our consolidated financial statements are prepared in conformity with IFRS, as issued by the IASB. In preparing our consolidated financial statements, we make judgements, estimates and assumptions about the application of our accounting policies which affect the reported amounts of assets, liabilities, revenue, and expenses. Our critical accounting judgements and sources of estimation uncertainty are described in Note 3 to our consolidated financial statements included elsewhere in this Annual Report.

ITEM 6. DIRECTORS, SENIOR MANAGEMENT AND EMPLOYEES

6.A. Directors and Senior Management

Executive Officers and Directors

The following table presents information about our executive officers and directors, including their ages as of the date of this Annual Report:

Name	Age	Position
Executive Officers		
Moti Malul	51	Chief Executive Officer and Director
Tsachi Maimon	44	President, Head of iGaming
Raviv Adler	49	Chief Financial Officer
Oded Gottfried	53	Chief Technology Officer
Rinat Belfer	43	Chief Operations Officer
Non-Executive Directors		
Barak Matalon	52	Non-Executive Director
Aharon Aran	73	Non-Executive Director
Laurent Teitgen[1] [2]	44	Non-Executive Director
John E. Taylor, Jr.[1] [2]	56	Non-Executive Director, Chairman

(1) Independent director in accordance with Nasdaq rules.
(2) Member of the audit, compensation and nominating and corporate governance committees.

Unless otherwise indicated, the current business addresses for each of our executive officers and each of the members of our board of directors is c/o NeoGames S.A., 63-65, rue de Merl, L-2146 Luxembourg, Grand Duchy of Luxembourg.

Executive Officers

The following is a brief summary of the business experience of our executive officers.

Moti Malul has served as our and as NGS', our Israeli subsidiary, Chief Executive Officer and as a member of our board of directors, since October 2018. Prior to that, Mr. Malul served as our Executive Vice President of Sales and Business Development for three years. Prior to our spin-off from Aspire in 2014, Mr. Malul served in various roles at Aspire for five years. Prior to joining Aspire, Mr. Malul served for over 12 years in key marketing and management positions in the telecommunications and internet industries, for companies such as Ericsson and Smile Media. Mr. Malul holds a B.A. in Business Administration from Bar-Ilan University in Israel, and an M.B.A from Tel Aviv University in Israel.

Tsachi Maimon has served as our President, Head of iGaming since June 30, 2022. Prior to that, Mr. Maimon was CEO of Aspire, a position he held from 2013 until the closing of the Aspire Tender Offer. Mr. Maimon also serves on the board of directors of several private companies, including Neolotto Ltd., Minotauro Media Ltd. and MarketPlay Ltd. Mr. Maimon holds an M.A. in business from the College of Management Academic Studies in Rishon LeZion, Israel and a B.A. from Hebrew University of Jerusalem – Interdisciplinary Studies for Outstanding Officers.

Raviv Adler has served as our Chief Financial Officer since 2013. Mr. Adler joined Aspire in 2010 and served as its Director of Finance until 2013. Prior to joining Aspire, Mr. Adler served, and accumulated more than a decade of experience, in key finance roles in a range of multinational companies, such as "Hewlett Packard" and "Ernst & Young", as well as start-up companies. Mr. Adler holds a B.A. in Business Administration and Accounting from the College of Management Academic Studies in Israel and he is a Certified Public Accountant in Israel.

Oded Gottfried has served as our Chief Technology Officer since our spin-off from Aspire in 2014 and the Chief Technology Officer of NGS, our Israeli subsidiary, since January 2015. Prior to our spin-off from Aspire, Mr. Gottfried served as the Chief Technology Officer of Aspire since 2008. Prior to joining Aspire in 2008 Mr. Gottfried founded two companies and served as their Chief Executive Officer. He also served as an engineer for the Israel Defense Forces. Mr. Gottfried holds a B.Sc in Mathematics & Computer Science from Tel Aviv University in Israel.

Rinat Belfer has served as our Chief Operations Officer since January 2019 after serving as Vice President of Projects of NGS from January 2015 and until December 2018. Prior to our spin-off from Aspire in 2014, Ms. Belfer served in a number of roles with Aspire since 2009. Ms. Belfer holds a B.Tech degree in Industrial Engineering and Management from Shenkar College in Israel and an MBA from Ben Gurion University in Israel.

Non-Executive Directors

The following is a brief summary of the business experience of the non-executive members of our board of directors.

Barak Matalon, the co-founder of Aspire, has served as a member of our board of directors since our spin-off from Aspire in 2014. Mr. Matalon currently serves on the board of directors of Lotym Holdings Ltd. Prior to the closing of the Aspire Tender Offer, Mr. Matalon served on Aspire's board of directors and as a member of its remuneration committee. Mr. Matalon holds a B.A. in Economics from the Academic College of Tel Aviv Jaffa in Israel.

Aharon Aran has served as member of our board of directors since September 2019. Mr. Aran currently serves as the Chief Executive Officer of the Israeli Audience Research Board, a position he has held since August 2019, and previously served as the Chief Executive Officer of TMF Media, Omnicom Media Group-Israel office, a leading global media agency network, from 2007 until 2019. Prior to the closing of the Aspire Tender Offer, Mr. Aran served on the board of directors of Aspire and as a member of its audit committee. Mr. Aran holds a B.A. in Economics and an M.B.A. from Tel Aviv University in Israel.

Laurent Teitgen has served as a member of our board of directors since April 2017. Mr. Teitgen currently serves on the board of directors of Codere Online Luxembourg S.A since November 2021, Ellomay Luxembourg Holdings S.à r.l. since September 2016, Chelsey Investissement S.C.A. since July 2016, Menora Central Europe Investments S.A. since November 2017, MiddleCap Group S.A. since April 2018, and Kaman Lux Holding S.à r.l since September 2015, and he is Head of Accounting Department at Fiduciaire Jean-Marc Faber S.à r.l, a private accounting firm, since May 2009. Mr. Laurent also serves as a member of the audit committee of Codere Online Luxembourg S.A since November 2021. Mr. Teitgen is a resident of Luxembourg and previously held positions with BDO, Intertrust, and TASL (now Orangefield/Vistra). Mr. Teitgen holds a B.A. in Accounting and Financial Management with a specialization in Accounting Review from Université de Lorraine, IUT Henri Poincaré, France.

John E. Taylor, Jr. has served as a member of our board of directors since November 2020. Mr. Taylor has served as the managing director of Faulkner & Howe, LLC, a business consulting firm primarily focused on the internet gaming industry, since 2002. Mr. Taylor served as Chairman of the board of directors of Twin River Worldwide Holdings (NYSE: TRWH) from 2010 to 2016, as Executive Chairman from 2017 to 2019, and as a member of the audit, compensation and compliance committees from 2010 to 2019. Mr. Taylor was formerly the Chief Executive Officer and President of GameLogic, Inc., a provider of internet based games for the regulated gaming industry. Mr. Taylor also served as the President and Chief Executive Officer of Dreamport, the gaming and entertainment subsidiary of GTECH Corporation, a then-NYSE listed company while also serving as a member of the Executive Management Committee of GTECH. Earlier in his career he served as a senior advisor to the Governor of Rhode Island. Mr. Taylor currently serves as a Trustee of Johnson & Wales University and holds a Bachelor of Science degree from Rhode Island College. In 2018, Mr. Taylor received an honorary Doctor of Business Administration from Johnson & Wales University.

Arrangements Concerning Election of Directors

Our Founding Shareholders have the exclusive right under our articles of association to elect up to 50% of our directors so long as they own in the aggregate at least 40.0% of our issued and outstanding share capital. In furtherance of the foregoing, the Founding Shareholders have entered into a voting agreement pursuant to which the Founding Shareholders vote as one group with regard to any matter relating to the nomination, election, appointment or removal of directors. See Item 7.B. “Related Party Transactions - Voting Agreement.”

Board Diversity (as of the date of this Annual Report)

The table below provides certain information regarding the diversity of our board of directors as of the date of this Annual Report.

Board Diversity Matrix				
Country of Principal Executive Offices:	Grand Duchy of Luxembourg			
Foreign Private Issuer	Yes			
Disclosure Prohibited under Home Country Law	No			
Total Number of Directors	5			
	Female*	**Male**	**Non-Binary**	**Did Not Disclose Gender**
Part I: Gender Identity				
Directors	0	5	0	0
Part II: Demographic Background				
Underrepresented Individual in Home Country Jurisdiction	0			
LGBTQ+	0			
Did Not Disclose Demographic Background	0			

* As previously disclosed, Ms. Lisbeth McNabb, who previously served as a member of the board of directors since May 2021, resigned from the board of directors effective April 21, 2023. The Nominating and Corporate Governance Committee is conducting a search for a qualified replacement from a diverse pool of candidates to fill the vacancy resulting from Ms. McNabb’s resignation.

6.B. Compensation

Executive Officer Compensation

The compensation for each of our executive officers is comprised of the following elements: base salary, bonus, contractual benefits, pension contributions and relocation expenses reimbursement by the Company, as applicable. The total amount of compensation paid and benefits in kind provided to our executive officers and members of our board of directors, other than our independent directors, for the 2022 financial year was approximately $2.1 million. We do not currently maintain any bonus or profit-sharing plan for the benefit of our executive officers; however, upon approval of the compensation committee of the board of directors we intend to offer to certain of our executive officers annual bonuses pursuant to terms to be approved by the board of directors. We make monthly contributions to pension, retirement or similar benefits to our executive officers as required under Israeli law or any other relevant jurisdiction.

Board Member Compensation

Our independent directors receive both cash and equity compensation for service on our board of directors. Our compensation program for independent directors is designed to meet the following objectives:

- to provide fair compensation to directors commensurate with the time commitments, responsibilities and strict gaming licensing requirements that must be maintained for service on our Board;
- to attract and retain experienced, highly-qualified individuals to serve on our Board; and
- to provide a compensation program that aligns the interest of directors with shareholders by providing a significant portion of annual compensation in the form of equity.

The amount of compensation paid to our independent directors for the 2022 financial year was as follows: Mr. John E. Taylor Jr. received cash compensation of approximately $126 thousand and the board of directors has approved equity compensation in the form of a grant of 14,168 restricted share units, subject to approval by shareholders at the next shareholders meeting, with a cliff vesting of all such restricted share units on June 30, 2024; Mr. Laurent Teitgen received cash compensation of approximately $25 thousand and the board of directors has approved equity compensation in the form of a grant of 3,542 restricted share units, subject to approval by shareholders at the next shareholders meeting, with a cliff vesting of all such RSUs on June 30, 2024 and; Ms. Lisbeth McNabb, who resigned from our board of directors effective on April 21, 2023, received cash compensation of $67,000.

Executive Officer and Board Member Employment Agreements

Each of the Company's executive officers is employed under an employment agreement for an indefinite period of time. These agreements contain customary provisions regarding noncompetition, nonsolicitation, confidentiality of information and assignment of inventions. However, the enforceability of the non-competition provisions may be limited under applicable law. With respect to certain executive officers, either we or the executive officer may terminate his or her employment by giving advance written notice to the other party, with notice periods ranging from 90 days to a year. We may also terminate an executive officer's employment agreement for good reason (as defined the applicable employment agreement).

Each of our independent board members has been appointed through June 30, 2024. The appointments may be extended by mutual agreement. The terms of engagement contain customary provisions regarding directors' liability insurance, conflicts of interest, confidentiality of information and assignment of intellectual property rights. We may immediately terminate the appointment of independent directors for the causes set forth in the terms of engagement, or in accordance with our articles of association or any applicable laws. In addition, our shareholders and our board may terminate an independent director's appointment. Either party may terminate the appointment with a 30 days prior written notice. The Terms of engagement with independent board members provide that upon a change of control over the Company or termination of appointment without cause, RSUs are accelerated, and become unrestricted.

Long-Term Incentive Plans

2015 Plan (as amended in 2019)

The 2015 Share Option Plan was adopted on January 29, 2015 and amended thereafter (the "2015 Plan"). The 2015 Plan provides for the grant of options to acquire Ordinary Shares of the Company. As of April 2023, there were 766,091 outstanding options granted under the 2015 Plan covering 766,091 Ordinary Shares of the Company at a weighted average exercise price of $1.47, out of which 624,563 were vested and 141,528 were unvested.

All our employees and consultants are eligible to participate in the 2015 Plan. All outstanding options to purchase Ordinary Shares of the Company granted under the 2015 Plan that are held by employees of NGS, are subject to the beneficial tax arrangement known as the trustee capital gains route of Section 102 of the Israeli Income Tax Ordinance [New Version] 1961.

Our board of directors determines the terms and conditions of the options granted including the vesting terms and the exercise price. The terms and conditions are set forth in the applicable options agreement. The terms and conditions of individual options may vary.

Following the completion of our initial public offering, the Company ceased granting options under the 2015 Plan. Any Ordinary Shares underlying options granted under the 2015 Plan that expire were added to the pool of the 2020 Plan (as defined below). The 2015 Plan will continue to apply to all options granted under the 2015 Plan prior to our initial public offering.

2020 Plan

In connection with our initial public offering, we adopted an omnibus equity plan by the name of 2020 Incentive Award Plan (the "2020 Plan"), which allows for the grant of various equity awards such as options, share appreciation rights, restricted shares, restricted share units and other equity based awards. The 2020 Plan initially included a pool of 132,750 Ordinary Shares which shall be increased automatically upon expiration of any option granted under the 2015 Plan and by an annual increase on the first day of each calendar year beginning January 1, 2021 and ending on and including January 1, 2030, equal to the lesser of (A) 3% of the aggregate number of shares outstanding on the final day of the immediately preceding calendar year and (B) such smaller number of shares as is determined by our board of directors. As of April 2023, there were (i) 212,157 unvested RSUs outstanding under the 2020 Plan, (ii) outstanding options granted under the 2020 Plan covering 75,726 Ordinary Shares at a weighted average exercise price of $25.03, of which 70,413 were vested and 5,313 were unvested, and (iii) 567,006 Ordinary Shares remaining available for issuance pursuant to future awards that may be granted under the 2020 Plan.

The 2020 Plan is managed by our board of directors or by a committee thereof nominated for the purpose of administrating the 2020 Plan.

The administrator has the authority to determine the terms and conditions of the awards granted under the 2020 Plan. However, the exercise price of options and share appreciation rights must be no less than the fair market value of the shares at the time of grant.

The 2020 Plan includes an Israeli sub-plan for the purpose of enabling the Company to grant Israeli employees awards under the tax beneficial route known as the trustee capital gains route of Section 102 of the Israeli Income Tax Ordinance [New Version] 1961.

Insurance and Indemnification

We provide liability insurance for our directors and officers against certain liabilities, which they may incur in connection with their activities on our behalf.

Our articles of association provide that directors and officers, past and present, are entitled to indemnification from us to the fullest extent permitted by Luxembourg law, against liabilities and all expenses reasonably incurred or paid by him or her in connection with any claim, action, suit, or proceeding in which he or she is involved by virtue of him or her being or having been a director or officer of the Company and against amounts paid or incurred by him or her in the settlement thereof.

Insofar as indemnification for liabilities arising under the Securities Act may be permitted to our directors, officers and controlling persons pursuant to the provisions of our articles of association or otherwise, we have been advised that in the opinion of the SEC, such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by us of expenses incurred or paid by a director, officer, or controlling person in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered hereunder, we will, unless in the opinion of our counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question of whether such indemnification by us is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

6.C. Board Practices

Board Composition

Our board of directors is currently comprised of five members, each of whom was elected for a term ending as of the date of the annual general meeting of the Company to be held in 2023 and related to the financial year ended on December 31, 2022. Our directors are elected at our general meeting of shareholders in accordance with our articles of association and each may be re-appointed to additional terms. Pursuant to our articles of association, for so long as the Founding Shareholders (i) own in the aggregate at least 40.0% of the issued and outstanding share capital of the Company, a number of directors equal to 50.0% of the total number of directors will be elected from nominees selected by the Founding Shareholders, (ii) own in the aggregate less than 40% of the issued and outstanding share capital of the Company, but still own in the aggregate at least 25.0% of the issued and outstanding share capital of the Company, a number of directors equal to 33.0% of the total number of directors will be elected from nominees selected by the Founding Shareholders, and (iii) own in the aggregate less than 25% of the issued and outstanding share capital of the Company, but still own in the aggregate at least 15.0% of the issued and outstanding share capital, one director will be elected from nominees selected by the Founding Shareholders.

As previously disclosed, Ms. Lisbeth McNabb, who served as a member of the Board since May 2021, and also served as chair of the Audit Committee and as a member of the Compensation Committee and Nominating and Corporate Governance Committee, resigned from the Board effective April 21, 2023. Rule 5605(c)(2)(A) of the Nasdaq rules requires the audit committee to be comprised of at least three independent directors. As a result, Nasdaq notified us that we are not in compliance with Nasdaq Listing Rule 5605(c)(2)(A). The Nominating and Corporate Governance Committee is conducting a search for a qualified replacement to fill the vacancy resulting from Ms. McNabb's resignation and expects to have a replacement elected to the Board and appointed to the audit committee in accordance with Nasdaq rules within the cure period allowed for under Nasdaq rules.

Foreign Private Issuer Status

As a foreign private issuer, we are exempt under the Exchange Act from, among other things, the rules prescribing the furnishing and content of proxy statements, and our officers, directors and principal shareholders are exempt from the reporting and short-swing profit recovery provisions contained in Section 16 of the Exchange Act. In addition, we are not required under the Exchange Act to file periodic reports and financial statements with the SEC as frequently or as promptly as U.S. companies whose securities are registered under the Exchange Act.

Controlled Company Exemption

In addition to exemptions on which we may rely as a foreign private issuer, our Founding Shareholders beneficially own more than 50% of the voting power of our shares eligible to vote in the election of directors, and we may therefore be able to rely on certain exemptions as a "controlled company" as set forth in the Nasdaq rules. Under these corporate governance standards, a company of which more than 50% of the voting power is held by an individual, group or another company is a "controlled company" and may elect to utilize exemptions from certain corporate governance standards, including the requirement (1) that a majority of the board of directors consist of independent directors, (2) to have a compensation committee that is composed entirely of independent directors with a written charter addressing the committee's purpose and responsibilities, and (3) that our director nominations be made, or recommended to the full board of directors, by our independent directors or by a nominations committee that is composed entirely of independent directors and that we adopt a written charter or board resolution addressing the nominations process. We utilize the exemption from the requirement to have a majority of the board of directors consist of independent directors. In the event that we cease to be a "controlled company," and to the extent we may not rely on similar exemptions as a foreign private issuer, we will be required to comply with these provisions within the applicable transition periods so long as our Ordinary Shares continue to be listed on Nasdaq.

Board Committee Composition

Our board of directors has established an audit committee, a compensation committee and a nominating and corporate governance committee.

Audit Committee

The audit committee, which consists of John E. Taylor, Jr. and Laurent Teitgen, assists the board in overseeing our accounting and financial reporting processes and the audits of our financial statements. John E. Taylor, Jr. serves as chair of the committee. The audit committee consists exclusively of members of our board of directors who are financially literate, and John E. Taylor, Jr. is considered an "audit committee financial expert" as defined by the SEC. Our board has determined that John E. Taylor, Jr. and Laurent Teitgen meet the "independence" requirements set forth in Rule 10A-3 under the Exchange Act and the Nasdaq rules, including the heightened independence standards applicable to audit committee members. The audit committee is governed by a charter that complies with Nasdaq rules.

Under Nasdaq rules, the audit committee is required to be comprised of at least three independent directors. The Nominating and Corporate Governance Committee is conducting a search for a qualified replacement to fill the vacancy resulting from Ms. McNabb's resignation and expects to have a replacement elected to the Board and appointed to the audit committee in accordance with Nasdaq rules within the cure period allowed for under Nasdaq rules.

The audit committee is responsible, among others, for:

- recommending the appointment of the independent auditor to the general meeting of shareholders;
- the appointment, compensation, retention and oversight of any accounting firm engaged for the purpose of preparing or issuing an audit report or performing other audit services;
- pre-approving the audit services and non-audit services to be provided by our independent auditor before the auditor is engaged to render such services;
- evaluating the independent auditor's qualifications, performance and independence, and presenting its conclusions to our board of directors on at least an annual basis;
- reviewing and discussing with our board of directors and the independent auditor our annual audited financial statements and quarterly financial statements prior to the filing of the respective annual and quarterly reports;
- reviewing our compliance with laws and regulations, including major legal and regulatory initiatives and also reviewing any major litigation or investigations against us that may have a material impact on our financial statements; and
- reviewing and discussing the Company's policies with respect to risk assessment and risk management, including the management of financial risks, cybersecurity and information security risks;
- establishing procedures for receipt, retention and treatment of complaints received regarding accounting, internal accounting controls or auditing matters, and for the confidential and anonymous submission by employees of concerns regarding questionable accounting or auditing matters; and
- reviewing and approving transactions (other than transaction related to the compensation or terms of services) that require the committee's approval under the rules of Nasdaq and in accordance with our related person transaction policy and procedures.

The audit committee meets as often as one or more members of our audit committee deem necessary, but in any event meets at least four times per year. The audit committee meets at least once per year with our independent accountant, without our executive officers being present.

Compensation Committee

The compensation committee, which consists of John E. Taylor, Jr. and Laurent Teitgen, assists our board of directors in determining executive officer compensation. John E. Taylor, Jr. serves as chair of the committee. The committee recommends to our board of directors the compensation of each of our executive officers. Under SEC and Nasdaq rules, there are heightened independence standards for members of our compensation committee, including a prohibition against the receipt of any compensation from us other than standard board member fees. All of our compensation committee members meet this heightened standard.

The compensation committee is responsible for:

- identifying, reviewing and approving corporate goals and objectives relevant to executive officer compensation;

- analyzing the possible outcomes of the variable remuneration components and how they may affect the remuneration of our executive officers;
- evaluating each executive officer's performance in light of such goals and objectives and determining each executive officer's compensation based on such evaluation;
- determining any long-term incentive component of each executive officer's compensation in line with the remuneration policy and reviewing our executive officer compensation and benefits policies generally;
- periodically reviewing, in consultation with our Chief Executive Officer, our management succession planning; and
- reviewing and assessing risks arising from our compensation policies and practices for our employees and whether any such risks are reasonably likely to have a material adverse effect on us.

Nominating and Corporate Governance Committee

The nominating and corporate governance committee, which consists of John E. Taylor, Jr. and Laurent Teitgen, assists our board of directors in identifying individuals qualified to become members of our board of directors consistent with criteria established by our board of directors and in developing our corporate governance principles. John E. Taylor, Jr. serves as chair of the committee.

The nominating and corporate governance committee is responsible for:

- drawing up selection criteria and appointment procedures for board members;
- reviewing and evaluating the composition, function and duties of our board of directors;
- recommending nominees for selection to our board of directors and its corresponding committees;
- making recommendations to our board of directors as to determinations of board member independence;
- leading our board of directors in a self-evaluation, at least annually, to determine whether it and its committees are functioning effectively;
- overseeing and recommending for adoption by the general meeting of shareholders the compensation for our board members;
- overseeing our ESG policies, programs and strategies; and
- developing and recommending to our board of directors our rules governing the board of directors and code of business conduct, reviewing and reassessing the adequacy of such rules and recommending any proposed changes to our board of directors.

Duties of Board Members and Conflicts of Interest

Under Luxembourg law, members of our board of directors have a duty of loyalty to act honestly, in good faith and with a view to our best interests. The members of our board of directors also have a duty to exercise the care, diligence and skills that a reasonably prudent person would exercise in comparable circumstances. In fulfilling their duty of care to us, the members of our board of directors must ensure compliance with our articles of association. In certain limited circumstances, a shareholder has the right to seek damages if a duty owed by a member of our board is breached.

Pursuant to Luxembourg law, any director having a direct or indirect financial interest in a transaction submitted for approval to our board of directors may not participate in the deliberations and vote thereon, unless the transaction is not in the ordinary course of our business and conflicts with our interest, in which case the director shall be obliged to advise our board of directors thereof and to cause a record of such director's statement to be included in the minutes of the meeting. He or she may not take part in these deliberations nor vote on such a transaction. At the next general meeting of shareholders, before any other resolution is put to a vote, a special report shall be made on any transactions in which any of the directors may have had an interest that conflicts with our interest.

Directors' service contracts

There are no arrangements or understandings between us and any of our subsidiaries, on the one hand, and any of our directors, on the other hand, providing for benefits upon termination of their employment or service as directors of our Company or any of our subsidiaries.

6.D. Employees

As of December 31, 2022, the Company had 216 employees located in Israel, 8 employees located in the United States, 172 employees located in Malta, 99 employees located in Bulgaria, 158 employees located in North Macedonia, and additional 42 team members spread across other EU Member States. Additionally, as of December 31, 2022, the Company had 39 dedicated contractors located in India, and 383 dedicated contractors and employees hired by our Ukrainian subsidiaries. As of April 18, 2023, approximately 26 of our Ukraine-based employees are working remotely either in the Poland office or other locations outside of Ukraine.

Our goal is to attract and retain highly qualified and motivated personnel. We also engage contractors to support our efforts. None of our employees and service providers are subject to a collective bargaining agreement. We consider our employee relations to be good and we have never experienced a work stoppage.

We are committed to maintaining a working environment in which diversity and equality of opportunity are actively promoted and all unlawful discrimination is not tolerated. We are committed to ensuring employees are treated fairly and are not subjected to unfair or unlawful discrimination. We value diversity and to that end recognize the educational and business benefits of diversity amongst our employees, applicants and other people with whom we have dealings.

6.E. Share Ownership

For information regarding the share ownership of directors and officers, see Item 7.A. "*Major Shareholders*." For information as to our equity incentive plans, see Item 6.B. "*Compensation - Long-Term Incentive Plans*."

6.F. Disclosure of a Registrant's Action to Recover Erroneously Awarded Compensation

Not applicable.

ITEM 7. MAJOR SHAREHOLDERS AND RELATED PARTY TRANSACTIONS

7.A. Major Shareholders

The following table sets forth information relating to the beneficial ownership of our Ordinary Shares as of April 18, 2023 by:

- each person, or group of affiliated persons, known by us to beneficially own 5% or more of our outstanding Ordinary Shares;
- each of our executive officers and directors; and
- all of our executive officers and directors as a group.

For further information regarding material transactions between us and principal shareholders, see Item 7.B. "*Related Party Transactions*."

The number of Ordinary Shares beneficially owned by each entity, person, executive officer or director is determined in accordance with the rules of the SEC, and the information is not necessarily indicative of beneficial ownership for any other purpose. Under such rules, beneficial ownership includes any shares over which the person has sole or shared voting power or investment power. Additionally, Ordinary Shares that a person has the right to acquire within 60 days of April 18, 2023 through the exercise of any option, warrant or other right, including Swedish Depository Receipts of the Company ("SDRs") received by shareholders of Aspire in the Aspire Tender Offer, are deemed to be outstanding and to be beneficially owned by such person for purposes of computing the percentage ownership of such person, but are not deemed outstanding for purposes of computing the percentage ownership of any other person, except with respect to the percentage ownership of all executive officers and directors as a group. Except as otherwise indicated, and subject to applicable community property laws, the persons named in the table have sole voting and investment power with respect to all Ordinary Shares held by that person.

The percentage of Ordinary Shares beneficially owned is computed on the basis of 34,142,902 Ordinary Shares outstanding as of April 18, 2023.

The information set forth below regarding the beneficial ownership for each of our principal shareholders has been furnished by such shareholders. Unless otherwise indicated below, the address for each beneficial owner listed is NeoGames S.A., 10 Habarzel Street, Tel Aviv, 6971014, Israel.

Name of beneficial owner	Number	Percent
5% or Greater Shareholders		
Elyahu Azur (1)	4,940,684	14.5%
Pinhas Zahavi (1)	4,952,331	14.5%
Sunriver Management LLC (2)	1,839,394	5.4%
Executive officers and directors		
Moti Malul (3)	395,370	1.2%
Raviv Adler (4)	84,357	*
Oded Gottfried (5)	605,462	1.8%
Rinat Belfer (6)	54,870	*
Tsachi Maimon (7)	150,277	*
Barak Matalon (1)	7,916,277	23.1%
Aharon Aran (1)	1,976,272	5.8%
Laurent Teitgen	-	-
John E. Taylor, Jr.(8)	63,290	*
All executive officers and directors as a group (9 persons) (9)	11,246,175	32.9%

* Indicates beneficial ownership of less than 1% of the total outstanding Ordinary Shares.

(1) Based on information reported on Amendment No. 1 to Schedule 13D filed on October 6, 20224. As a result of the Voting Agreement and the Amended Voting Agreement (each as defined in Item 7.B. "*Voting Agreement*"), each of Mr. Azur, Mr. Matalon and Mr. Aran has the shared power to vote, or direct the voting of, an aggregate of 19,785,564 Ordinary Shares that each of them may be deemed to share beneficial ownership of. Each of Mr. Azur, Mr. Zahavi, Mr. Matalon and Mr. Aran has the sole power to dispose of, or direct the disposition of, the Ordinary Shares held directly by him. Each of Mr. Azur, Mr. Zahavi, Mr. Matalon and Mr. Aran disclaims beneficial ownership of any securities beneficially owned by any other such person. The address for each of Mr. Azur, Mr. Zahavi, Mr. Matalon and Mr. Aran is c/o NeoGames, 10 Habarzel St., Tel Aviv, Israel. Based on information reported on Amendment No. 2 to Schedule 13D filed on April 25, 2023, a Share Purchase Agreement (the "SPA") was entered into on April 19, 2023 by and among Mr. Matalon, Mr. Azur and Mr. Aran (each, a "Purchaser") and Mr. Zahavi (the "Seller"). Pursuant to the SPA, the Purchasers, severally and not jointly, purchased 3,281,557 Ordinary Shares from the Seller, as follows: Mr. Matalon purchased 1,751,318 Ordinary Shares, Mr. Azur purchased 1,093,028 Ordinary Shares and Mr. Aran purchased 437,211 Ordinary Shares. As part of the SPA, the Voting Agreement was terminated with respect to Mr. Zahavi.

(2) Based solely on information reported on a Schedule 13G/A filed on February 14, 2023. Each of Sunriver Management LLC and Randolph Willett Cook have shared power to vote, or direct the voting of, and shared power to dispose of, or direct the disposition of, 1,839,394 Ordinary Shares. Sunriver Master Fund Ltd. has the shared power to vote, or direct the voting of, and shared power to dispose of, or direct the disposition of, 1,367,108 Ordinary Shares. All securities are owned by advisory clients of Sunriver Management LLC. Randolph Willett Cook may be considered a control person of Sunriver Management LLC. The address for each of Sunriver Master Fund Ltd, Sunriver Management LLC and Randolph Willett Cook is 2 Sound View Drive, 2nd Floor, Greenwich, Connecticut 06830.

(3) Shares beneficially owned includes 3,737 Ordinary Shares of the Company and 336,978 options exercisable as of April 18, 2023, and 391,633 options exercisable within 60 days of April 18, 2023, for Ordinary Shares of the Company.

(4) Shares beneficially owned includes 2,550 Ordinary Shares of the Company and 77,404 options exercisable as of April 18, 2023, and 81,807 options exercisable within 60 days of April 18, 2023, for Ordinary Shares of the Company.

(5) Shares beneficially owned includes 598,478 Ordinary Shares of the Company, and 6,984 options exercisable as of April 20, 2023 for Ordinary Shares of the Company.

(6) Shares beneficially owned includes 2,037 Ordinary Shares of the Company and 41,902 options exercisable as of April 18, 2023, and 52,833 options exercisable within 60 days of April 18, 2023, for Ordinary Shares of the Company.

(7) Shares beneficially owned includes 150,277 Ordinary Shares of the Company.

(8) Shares beneficially owned includes 14,709 Ordinary Shares of the Company and 48,581 options exercisable as of April 18, 2023, and 48,581 options exercisable within 60 days of April 18, 2023, for Ordinary Shares of the Company.

(9) Shares beneficially owned includes 10,664,337 Ordinary Shares, and 511,849 options exercisable as of April 18, 2023, and 69,989 options exercisable within 60 days of April 18, 2023, for Ordinary Shares of the Company.

Our directors and executive officers hold, in the aggregate, options exercisable for 511,849 Ordinary Shares, as of April 18, 2023. The options have a weighted average exercise price of $11.8 per share and have expiration dates generally 10 years after the grant date of the option.

SDRs

SDRs received by shareholders of Aspire in the Aspire Tender Offer are convertible into Ordinary Shares on a one-for-one basis. A holder who wants to convert his or her SDRs into Ordinary Shares needs to follow the instructions from his or her broker or financial institution acting as nominee. The SDR program is a temporary solution that is expected to be terminated on May 24, 2023, twelve months after the issuance of SDRs. As of April 18, 2023, 48,672 SDRs remained outstanding and not converted into Ordinary Shares. Upon termination, all holders of SDRs who are direct shareholders listed in the VPC Register (as defined in the Company's Form CB filed with the SEC on April 27, 2022) and who have not yet converted their SDRs into Ordinary Shares, will automatically have their SDRs redeemed through Mangold Fondkommission AB, the issuer of the SDRs, whereby the Ordinary 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. In connection with the termination of the SDR program, Aspire shareholders, who at the time of termination still have not converted their SDRs into Ordinary Shares in the Company, will be subject to forced conversion in which their SDRs will be converted into Ordinary Shares in the Company.

Significant Changes in Ownership of Major Shareholders

To our knowledge, other than as disclosed in the table above, our other filings with the SEC and this Annual Report, there has been no significant change in the percentage ownership held by any major shareholder during the past three years.

Voting Rights

The major shareholders listed above do not have voting rights with respect to their Ordinary Shares that are different from the voting rights of other holders of our Ordinary Shares.

Registered Holders

Based on a review of the information provided to us by our transfer agent, as of April 21, 2023, there were six registered holders of our Ordinary Shares, including Cede & Co., the nominee of the Depositary Trust Company, 20,455,718 of which are United States registered holders, holding approximately 39.1% of our outstanding Ordinary Shares). The number of record holders in the United States is not representative of the number of beneficial holders nor is it representative of where such beneficial holders are resident since many of these Ordinary Shares were held by brokers or other nominees.

Change in Control Arrangements

We are not aware of any arrangement that may at a subsequent date, result in a change of control of the Company.

7.B. Related Party Transactions

The following is a description of our ongoing or presently proposed related party transactions since January 1, 2022.

Relationship with Aspire

NeoGames was established as an independent company in 2014, following a spin-off from Aspire. Between 2014 and August 2022, Barak Matalon and Aharon Aran, members of our board of directors, were also members of Aspire's board of directors. Further, Barak Matalon, Elyahu Azur, Pinhas Zahavi and Aharon Aran, who collectively owned a majority of the shares of Aspire, hold as of April 18, 2023 approximately 59.1% of our Ordinary Shares.

On August 11, 2022, NeoGames completed the tender offer and related squeeze-out proceeding for all of the outstanding shares of Aspire. Upon the closing of the Aspire Tender Offer, Aspire ceased to be a "related person" (as defined below) and became a wholly owned subsidiary of NeoGames. For information regarding the tender offer, see Item 4.A. "*History and Development of the Company - Selected Recent Developments*" above.

Prior to the tender offer, the Company was party to the following agreements with the Aspire Group, which were terminated following the close of the Aspire Tender Offer:

Framework Agreement

On April 24, 2015, with effect as of April 30, 2014, NeoGames entered into an agreement (the "Aspire Framework Agreement") with Aspire and AG Software Limited ("AG Software"), a member of the Aspire Group that provides the framework for the restructuring and the separate operation of each of the parties and their respective businesses. NeoGames acquired from the Aspire Group the suite of software products used solely in the iLottery market, as well as the rights to certain contracts held by the Aspire Group, in consideration for the Aspire Promissory Notes.

Transition Services Agreement

On June 15, 2015, with effect as of April 30, 2014, NeoGames entered into a transition services agreement (as amended on August 6, 2015, the "Aspire Transition Services Agreement") with Aspire and William Hill pursuant to which NeoGames agreed to provide Aspire with certain dedicated development, maintenance and support services necessary for the operation of Aspire's business. These services are now primarily provided by teams that are dedicated to Aspire and are employees of Aspire, but NeoGames' employees supervise the software development work of Aspire's employees to ensure that their work is released within the overall release plan and does not interfere with other functions of the platform. We received approximately $0.7 million pursuant to the Aspire Transition Services Agreement in the year ended December 31, 2022.

Trademark License Agreement

On April 24, 2015, NeoGames entered into a trademark license agreement with Aspire and William Hill (as amended and restated on August 6, 2015, the "Aspire Trademark License Agreement") pursuant to which Aspire granted to NeoGames an exclusive license to use the "NEOGAMES" trademark in connection with our business. In September 2020, Aspire and NeoGames executed a trademark assignment agreement and filed deeds of assignment in respect of the registered NEOGAMES trademarks in the EU and the United States that has been recorded in the public registrar.

Aspire Promissory Notes

On April 24, 2015, with effect as of April 30, 2014, NeoGames issued to Aspire and AG Software promissory notes (as amended and restated, the "Aspire Promissory Notes") in aggregate principal amounts of approximately $3.0 million and $5.5 million, respectively. On May 18, 2017, the aggregate principal amount of the promissory note issued to Aspire was increased from $3.0 million to $16.3 million (bringing the aggregate principal amount of the Aspire Promissory Notes to approximately $21.8 million). The Aspire Promissory Notes bear interest at a rate of 1.0% per annum, payable on a quarterly basis in arrears, and matured on March 31, 2022.

The Aspire Promissory Notes were repaid in full upon maturity, on March 31, 2022.

Aspire Software License Agreement

In April 2015, NeoGames entered into a software license agreement (as amended in August 2015 and in June 2018, the "Aspire Software License Agreement") with AG Software, Aspire and William Hill, pursuant to which ownership of intellectual property in a suite of software products was allocated between NeoGames and Aspire. In accordance with the Aspire Software License Agreement, software used in both the iLottery business and the iGaming business (the "Mixed-Use Software") remained in the ownership of Aspire but was exclusively and irrevocably licensed to NeoGames for use in our iLottery business. The Mixed-Use Software includes components such as the wallet, cashier functions and random numbers generator used in our iLottery offerings.

The license from Aspire allows NeoGames to use the Mixed-Use Software to (i) facilitate its iLottery business worldwide, (ii) design, develop and implement online gaming, lottery or sports products and services for B2B customers in the gaming and sports businesses in the United States, (iii) grant a sub-license to William Hill for use when William Hill is operating under its own brand, and under certain circumstances when William Hill is operating under third-party brands, for its gaming and sports business and (iv) design, develop and implement games content (including scratch card, instant win, table and casino games) to customers (except for platform providers or white label companies who are competitors of Aspire) worldwide. The license from Aspire allows NeoGames to make broad use of the Mixed-Use Software in connection with the foregoing rights, including but not limited to adapting, modifying or enhancing it, granting sub-licenses, and distributing and selling it.

Meanwhile, Aspire can use the Mixed-Use Software to (i) facilitate its B2C gaming or sports business worldwide, (ii) facilitate its B2C iLottery business worldwide (except in jurisdictions where NeoGames operates its iLottery business), (iii) design, develop and implement online gaming, lottery or sports products and services for B2G customers in the iLottery business (except in the United States) and (iv) offer online games content (including scratch card, instant win, table and casino games) to customers (except for B2G customers in the United States and certain competitors of NeoGames) worldwide.

Pursuant to the terms of the Aspire Software License Agreement, the CZR Features (as defined below) and modifications to the Mixed-Use Software developed by NeoGames and used exclusively in the iLottery offering are owned by NeoGames and licensed to Aspire on the same terms as Aspire's rights to use the Mixed-Use Software set forth above. Pursuant to the terms of the Aspire Software License Agreement, modifications to the Mixed-Use Software developed by Aspire and used exclusively in the iGaming offering are owned by Aspire and licensed to NeoGames on the same terms as NeoGames' license to the Mixed-Use Software set forth above.

In accordance with the terms of the Aspire Software License Agreement, NeoGames is not permitted to design, develop or implement casino and slots content for games aggregators, and Aspire is not permitted to design, develop and implement scratch and instant content for games aggregators.

Relationship with William Hill and Caesars

We have a strategic partnership with Caesars (formerly with William Hill, which was acquired by Caesars on April 22, 2021) who is our client with respect to certain software development projects and licensing rights described below, was our lender with respect to the credit facility described below and, until recently, one of our major shareholders. Pursuant to a Schedule 13D/A filed on March 18, 2022, Caesars consummated on March 14, 2022 a block sale of an aggregate of 2,151,310 Ordinary Shares, following which sale Caesars beneficially owns no Ordinary Shares and ceased to be a "related person."

Shareholders' Agreement

On August 6, 2015, we entered into an Investment and Framework Shareholders' Agreement with William Hill and certain of our shareholders (the "Shareholders' Agreement"), pursuant to which we issued 56,003,584 of our Ordinary Shares to William Hill for an aggregate purchase price of $25.0 million. Pursuant to the Shareholders' Agreement, William Hill also had the right to appoint a member of our board of directors.

Pursuant to the Shareholders' Agreement, William Hill was granted two option rights to purchase the Ordinary Shares held by certain of our shareholders. The first option lapsed in 2019 and was not exercised. The second option allows William Hill to purchase the Ordinary Shares held by certain of our shareholders at the greater of $182.0 million and a price per share based on a multiple (between seven and 12.5, depending on the portion of the Company's revenues attributable to the Michigan iLottery) of the Company's earnings before interest and taxes for the year ended December 31, 2020. William Hill waived this option prior to the completion of our initial public offering.

Upon the completion of our initial public offering, the Shareholders' Agreement terminated.

WH Credit Facility

On August 6, 2015, William Hill made available to us a credit facility (the "WH Credit Facility") in the principal amount of $15.0 million, bearing interest at the rate of 5.0% per annum. On June 18, 2018, the WH Credit Facility was amended so that $10.0 million out of the $15.0 million would bear interest at the rate of 1.0% per annum and the remaining $5.0 million would continue to bear interest at the rate of 5.0% per annum.

On October 20, 2020, we entered into a loan agreement with William Hill Finance Limited ("WHFL"), an affiliate of William Hill, which sets out amended terms and repayment schedule with respect to our outstanding loans under the WH Credit Facility (the "Loan Agreement").

In the years ended December 31, 2018 and 2019, WHFL extended to us the following loans under the WH Credit Facility: (a) on March 13, 2018, an amount of $4.0 million ("Tranche A"), (b) on October 11, 2018, an amount of $2.0 million ("Tranche B"), (c) on January 29, 2019, an amount of $3.0 million ("Tranche C") and (d) on September 27, 2019, an amount of $3.5 million ("Tranche D").

On September 18, 2020, WHFL extended to us a loan of $2.5 million ("Tranche E"), which was immediately used to pay off a portion of Tranche A. On September 18, 2020, WHFL also extended to us a loan of $2.0 million under the WH Credit Facility ("Tranche F"), which was immediately used to pay off the remaining principal amount of Tranche A and all interest accrued under the WH Credit Facility as of such date. According to the terms of the Loan Agreement, as of June 30, 2021 the Company paid in full both the principal and accrued interest associated with Tranche F in a total amount of $2.1 million.

Pursuant to the Loan Agreement, the maturity date for Tranches B, C, D and E is June 15, 2023. As of December 31, 2020, we may not draw any additional funds under the WH Credit Facility. Tranches B, C, D and E bear interest at a rate of 1.0% per annum.

Pursuant to the Loan Agreement, WHFL has the right to appoint an observer to attend each of our board of director meetings until the full repayment of the loan facilities.

Pursuant to the Loan Agreement, all present and future amounts owed under the WH Credit Facility must be secured by a pledge over the shares of NGS and NeoGames US, LLP, wholly owned subsidiaries of the Company.

In accordance with the Loan Agreement, the Company repaid on June 30, 2021 Tranche F in the amount of $2.1 million, of which $1.5 million to set off the principal and the reminder represents accrued interest.

In June 2022, we repaid all borrowed amounts (including interest thereon) under the WH Credit Facility, and the agreement is no longer in effect.

CZR License

On June 18, 2018, we entered into a binding term sheet with WHG, an affiliate of William Hill, granting William Hill a sub-license to use the NeoSphere platform to operate its U.S. iGaming business, subject to certain branding restrictions, through any channel and for use in any product offering. Such sub-license was assigned to and assumed by Caesars pursuant to a Deed of Novation entered into on June 30, 2022 (the "CZR Term Sheet"). We customize the NeoSphere platform to assist Caesars in meeting the regulatory requirements of the states in which it operates our systems, including financing and software development arrangements between the parties, (the "CZR License"). On March 29, 2023, we entered into Amendment No. 1 to the binding term sheet with Caesars.

The CZR License is irrevocable for the term of the CZR Term Sheet, which has been extended by Amendment No. 1 and will remain in effect for a period of three years from the date of Amendment No. 1. Following such three-years term, the term of the CZR Term Sheet will continue automatically for successive periods of one year each unless terminated in writing by either party no later than six months prior to the end of the three-years period or any successive one-year period. While the CZR Term Sheet is in effect, we will continue to support Caesars's operations, as needed, particularly with respect to transitioning their digital business from NeoSphere to their own proprietary digital solution.

Furthermore, pursuant to the CZR Term Sheet, we granted Caesars the IP Option for a payment of £15.0 million upon the earlier of the termination of a Master Software Development License Agreement (contemplated by the CZR Term Sheet) (the "MSDLA"), once entered into, or a change of control of NeoGames. We have also agreed to provide Caesars with the IP Option following the completion of a four year period from the date of the CZR Term Sheet.

Pursuant to the CZR Term Sheet, we have agreed to make available to Caesars a dedicated team that provides support services (the "CZR Services") for Caesars projects related to the NeoSphere platform.

Our revenues from these arrangements were approximately $14.2 million in the year ended December 31, 2022.

NeoGames and Caesars have agreed on certain exclusivity obligations in the United States. Caesars is prohibited from using the NeoSphere platform in competition with NeoGames in the iLottery business. NeoGames is prohibited from using the NeoSphere platform in competition with Caesars in the B2C sports betting business, but is not prohibited from independently using the NeoSphere platform in the B2B sports betting business.

All intellectual property developed in connection with the CZR Services, including both features developed by NeoGames for Caesars ("CZR Features") and features jointly developed by Caesars and NeoGames, are owned by, and fully vested in, NeoGames. We are generally prohibited from providing the CZR Features to any party other than our existing customers and Aspire, subject to certain limitations.

On March 29, 2023 the Company extended its license agreement with Caesars regarding the use of the NeoSphere platform for an additional three-years term, which term will be automatically renewed for one year terms unless terminated by either party. The Company will continue to provide Caesars with a sublicense to the NeoSphere platform and associated services, to be used by Caesars in operating its online sports betting and iGaming business, while assisting Caesars in transitioning its operations from NeoSphere to its own technology platform, with the timing and scope of such transition determined by Caesars. As part of the license extension, the Company secured a guaranteed net profit level for the full term of the agreement.

Secondary Offering

In September 2021, we have completed a secondary offering whereby Caesars Entertainment, Inc. (which acquired William Hill) sold in the aggregate 3,975,947 Ordinary Shares (including Ordinary Shares sold by Caesars pursuant to an option granted to the underwriters and exercised by them in full) at a price of $37.79 per share, thereby reducing their share ownership (as of the date of the offering) from 24.5– to 8.92%. See " – *Relationship with William Hill and Caesars*" above regarding the sale by Caesars Entertainment, Inc. of all its Ordinary Shares on March 14, 2022.

Consultancy Agreement

On June 1, 2015, NGS and LOTYM HOLDINGS LTD. ("LOTYM") entered into an agreement pursuant to which LOTYM provides to NGS and consulting services through Barak Matalon (one of the Founding Shareholders) for a monthly consideration in the amount of NIS 45,000 (plus VAT). The agreement has an unlimited term, and may be terminated for convenience by either party, subject to 180-days' prior written notice. Mr. Matalon and LOTYM have signed undertakings, effective through the term of the agreement and for 12 months following its termination, regarding (i) ownership in inventions by, and assignment thereof to, the Company, (ii) non-competition against the Company, and (iii) non-solicitation of its employees, consultants, suppliers, customers, investors and any party commercially engaged by it. Aspire and LOTYM have entered into an agreement pursuant to which LOTYM provides Aspire with consulting services through Barak Matalon on similar terms to those described above.

The Company paid to LOTYM approximately $270,000 in the year ended December 31, 2022.

Voting Agreement

Our Founding Shareholders have the exclusive right under our articles of association to nominate up to 50% of our directors so long as they own in the aggregate at least 40.0% of our issued and outstanding share capital. In furtherance of the foregoing, the Founding Shareholders entered into a voting agreement dated November 17, 2020 pursuant to which the Founding Shareholders vote as one group with regard to any matter relating to the nomination, election, appointment or removal of directors (the "Voting Agreement"). On April 19, 2023, the SPA was entered into by and among Mr. Matalon, Mr. Azur and Mr. Aran (each, a "Purchaser") and Mr. Zahavi (the "Seller"). Pursuant to the SPA, the Purchasers, severally and not jointly, purchased 3,281,557 Ordinary Shares from the Seller, as follows: Mr. Matalon purchased 1,751,318 Ordinary Shares, Mr. Azur purchased 1,093,028 Ordinary Shares and Mr. Aran purchased 437,211 Ordinary Shares. As part of the SPA, the Voting Agreement was terminated with respect to Mr. Zahavi. As part of the SPA signed on April 19, 2023, the Voting Agreement was terminated with respect to Mr. Zahavi.

Other Agreements with Directors and Executive Officers

We have entered into employment agreements with each of our executive officers in the ordinary course of business. The agreements provide for the terms of each individual's employment or service with the Company. Since our inception, we have also granted to our executive officers and to certain of our directors options to purchase Ordinary Shares. For a description of transactions and arrangements with our directors and executive officers, see Item 6.B. "*Compensation - Executive Officer Compensation",* Item 6.B. "*Compensation - Board Member Compensation*" and Item 6.B. "*Compensation - Executive Officer and Board Member Employment Agreements*."

Indemnification Agreements

We have entered into indemnification agreements with our directors and executive officers. See Item 6.B. "*Compensation – Insurance and Indemnification*" for a description of these indemnification agreements.

Policies and Procedures for Related Party Transactions

Our board of directors has adopted a policy providing that the audit committee will review and approve or ratify material transactions, arrangements, or relationships in which we participate and in which any related person has or will have a direct or indirect material interest. This policy covers interested party transactions under the Companies Law, interested party transactions as defined in Part I, Item 7.B of Form 20-F and transactions between the Company and an interested party, which are material to the Company or the interested party, and any such transactions between the Company and an interested party that are unusual in their nature or conditions, involving goods, services, or tangible or intangible assets. A "related person" is any of the following: (1) enterprises that directly or indirectly through one or more intermediaries, control or are controlled by, or are under common control with, the Company; (2) associates; (3) individuals owning, directly or indirectly, an interest in the voting power of the Company that gives them significant influence over the Company, and close members of any such individual's family; (4) key management personnel, that is, those persons having authority and responsibility for planning, directing and controlling the activities of the Company, including directors and senior management of companies and close members of such individuals' families; and (5) enterprises in which a substantial interest in the voting power is owned, directly or indirectly, by any person described in (3) or (4) or over which such a person is able to exercise significant influence. This includes enterprises owned by directors or major shareholders of the Company and enterprises that have a member of key management in common with the Company. Transactions in the ordinary course of business involving an amount less than $120,000 have been pre-approved under the policy. Direct or indirect material interests may arise by virtue of control or significant influence of the related person to the transaction or by a direct or indirect pecuniary interest of the related person in the transaction. Under this policy, the audit committee shall review whether the transaction is on terms comparable to those that could be obtained in arm's length dealings with an unrelated third party and the extent of the related person's interest in the transaction, and shall also take into account the conflicts of interest and corporate opportunity provisions of the Code of Ethics and Conduct that we have adopted. All of the transactions described above were entered into prior to the adoption of this policy.

Certain of the foregoing disclosures are summaries of agreements, and are qualified in their entirety by reference to such agreements.

7.C. Interests of Experts and Counsel

Not applicable.

ITEM 8. FINANCIAL INFORMATION

8.A. Consolidated Statements and Other Financial Information

See Item 18 "*Financial Statements*."

Legal Proceedings

From time to time, we may be involved in various claims and legal proceedings related to claims arising out of our operations. We are not currently a party to any material legal proceedings, including any such proceedings that are pending or threatened, of which we are aware.

Dividend Policy

We do not anticipate paying any cash dividends on our Ordinary Shares in the foreseeable future. We intend to retain all available funds and any future earnings to fund the development and expansion of our business.

There are no legislative or other legal provisions currently in force in Luxembourg or arising under our articles of association that restrict the payment of dividends or distributions to holders of our Ordinary Shares not residing in Luxembourg, except for withholding tax requirements and regulations restricting the remittance of dividends, distributions and other payments in compliance with United Nations and EU sanctions. Under Luxembourg law the amount and payment of dividends or other distributions is determined by a simple majority vote at a general meeting of shareholders based on the recommendation of our board of directors, except in certain limited circumstances. Pursuant to our articles of association, our board of directors has the power to pay interim dividends or make other distributions in accordance with applicable Luxembourg law.

Distributions (in the form of either dividends, share premium or capital surplus reimbursements) may be lawfully declared and paid if our net profits and/or distributable reserves are sufficient under Luxembourg law.

- Under Luxembourg law, at least 5% of our net profits per year must be allocated to the creation of a legal reserve until such reserve has reached an amount equal to 10% of our issued share capital. The allocation to the legal reserve becomes compulsory again when the legal reserve no longer represents 10% of our issued share capital As of December 31, 2022 we had a legal reserve in the amount of $230 thousand.

- Under Luxembourg law, the amount of distributions paid to shareholders (including in the form of dividends, share premium reimbursements or capital surplus reimbursements) may not exceed the amount of profits at the end of the last financial year plus any profits carried forward and any amounts drawn from reserves that are available for that purpose, less any losses carried forward and sums to be placed in reserve in accordance with Luxembourg law or our articles of association. Furthermore, no distributions (including in the form of dividends, share premium reimbursements or capital surplus reimbursements) may be made if net assets were, at the end of the last financial year (or would become, following such a distribution), less than the amount of the subscribed share capital plus the non-distributable reserves. Distributions in the form of dividends may only be made out of net profits and profits carried forward, whereas distributions in the form of share premium reimbursements may only be made out of available share premium and distributions in the form of capital surplus reimbursements may only be made out of available capital surplus.

The amount of any future dividend payments we may make will depend on, among other factors, our strategy, future earnings, financial condition, cash flow, working capital requirements, capital expenditures and applicable provisions of our articles of association. Any profits we declare as dividends and any share premium or capital surplus we distribute will not be available to be reinvested in our operations.

We have not declared nor paid dividends in any of the years ended December 31, 2020, 2021 and 2022.

8.B. Significant Changes

None.

ITEM 9. THE OFFER AND LISTING

9.A. Offer and Listing Details

In November 2020, our Ordinary Shares commenced trading on Nasdaq under the symbol “NGMS.” Prior to this, no public market existed for our Ordinary Shares.

9.B. Plan of Distribution

Not applicable.

9.C. Markets

See "—Offer and Listing Details" above.

9.D. Selling Shareholders

Not applicable.

9.E. Dilution

Not applicable.

9.F. Expenses of the Issue

Not applicable.

ITEM 10. ADDITIONAL INFORMATION

10.A. Share Capital

Not applicable.

10.B. Memorandum and Articles of Association

Other than as set forth below, the information called for by this Item 10.B. is set forth in Exhibit 2.1 to this Annual Report. Our articles of association were last amended on February 14, 2023 to reflect the exercising of stock options which had been exercised until December 31, 2022, and the related issuance of new shares. A copy of our amended and restated articles of association is attached as Exhibit 1.1 to this Annual Report.

We are registered with the Luxembourg Trade and Companies' Register (*Registre de Commerce et des Sociétés, Luxembourg*) under number B186309. Our corporate purpose, as stated in Article 4 of our articles of association, is to develop activities in relation with iLottery and iGaming solutions and services as well as any related areas. This includes the (i) the acquisition, holding and disposal, in any form, by any means, whether directly or indirectly, of participations, rights and interests in, and obligations of, Luxembourg and foreign companies, (ii) the acquisition by purchase, subscription, or in any other manner, as well as the transfer by sale, exchange or in any other manner of stock, partnership interests, bonds, debentures, notes and other securities or financial instruments of any kind (including notes or parts or units issued by Luxembourg or foreign mutual funds or similar undertakings) and receivables, claims or loans or other credit facilities and agreements or contracts relating thereto, and (iii) the ownership, administration, development and management of a portfolio of assets (including, among other things, the assets referred to in (i) and (ii) above).

The Company may borrow in any form. It may enter into any type of loan agreement and it may issue notes, bonds, debentures, certificates, shares, beneficiary parts, warrants and any kind of debt or equity securities including under one or more issuance programs. The Company may further list all or part of its shares on a regulated or unregulated stock exchange in or outside of the European Union. The Company may lend funds including the proceeds of any borrowings and/or issues of securities to its subsidiaries, affiliated companies or any other company.

The Company may also give guarantees and grant security interests over some or all of its assets including, without limitation, by way of pledge, transfer or encumbrance, in favor of or for the benefit of third parties to secure its obligations or the obligations of its subsidiaries, affiliated companies or any other company.

The Company may enter into, execute and deliver and perform any swaps, futures, forwards, derivatives, options, repurchase, stock lending and similar transactions. The Company may generally use any techniques and instruments relating to investments for the purpose of their efficient management, including, but not limited to, techniques and instruments designed to protect it against credit, currency exchange, interest rate risks and other risks.

The Company may carry out any commercial, industrial, and financial operations, which are directly or indirectly connected with its purpose or which may favor its development. In addition, the Company may acquire and sell real estate properties, for its own account, either in the Grand Duchy of Luxembourg or abroad and it may carry out all operations relating to real estate properties.

In general, the Company may take any controlling and supervisory measures and carry out any operation or transaction which it considers necessary or useful in the accomplishment and development of its purpose.

The descriptions above are to be construed broadly and their enumeration is not limiting. The Company's purpose shall include any transaction or agreement which is entered into by the Company, provided it is not inconsistent with the foregoing matters.

Transfer Agent and Registrar

The transfer agent and registrar for our Ordinary Shares is American Stock Transfer & Trust Company. Its address is 6201 15th Avenue, Brooklyn, NY, and its telephone number is 718-921-8300.

10.C. Material Contracts

Except as disclosed in this Annual Report in Item 3.D "Risk Factors," Item 5.B "Liquidity and Capital Resources," Item 6.B "*Compensation,*" Item 7.B *"Related Party Transactions*" and Item 19 "*Exhibits*", we are not currently, nor have we been for the two years immediately preceding the date of this Annual Report, party to any material contract, other than contracts entered into in the ordinary course of business.

10.D. Exchange Controls

We are not aware of any governmental laws, decrees, regulations or other legislation in Luxembourg that restrict the export or import of capital, including the availability of cash and cash equivalents for use by our affiliated companies, or that affect the remittance of dividends, interest or other payments to non-resident holders of our securities, except for regulations restricting the remittance of dividends, distributions, and other payments in compliance with United Nations and EU sanctions.

10.E. Taxation

The following summary contains a description of certain Luxembourg and U.S. federal income tax consequences of the acquisition, ownership and disposition of Ordinary Shares, but it does not purport to be a comprehensive description of all the tax considerations that may be relevant to a decision to purchase Ordinary Shares. The summary is based upon the tax laws of Luxembourg and regulations thereunder and on the federal income tax laws of the United States and regulations thereunder as of the date hereof, which are subject to change.

Material Luxembourg Tax Considerations

The following information is of a general nature only and it is not intended to be, nor should it be construed to be, legal or tax advice.

Prospective investors in the Ordinary Shares should therefore consult their own professional advisers as to the effects of state, local or foreign laws, including Luxembourg tax law, to which they may be subject.

Please be aware that the residence concept used under the respective headings below applies for Luxembourg income tax assessment purposes only. Any reference in the present section to a tax, duty, levy, impost or other charge or withholding of a similar nature, or to any other concepts, refers to Luxembourg tax law and/or concepts only. Also, please note that a reference to Luxembourg income tax encompasses corporation income tax (*impôt sur le revenu des collectivités*), municipal business tax (*impôt commercial communal*), a solidarity surcharge (*contribution au fonds pour l'emploi*) as well as personal income tax (*impôt sur le revenu*) generally. Investors may further be subject to net wealth tax (*impôt sur la fortune*) as well as other duties, levies or taxes. Corporate income tax, municipal business tax, the solidarity surcharge (together referred to as "Luxembourg Corporation Taxes") as well as net wealth tax invariably apply to most corporate taxpayers resident of Luxembourg for tax purposes. Individual taxpayers are generally subject to personal income tax and the solidarity surcharge. Under certain circumstances, where an individual taxpayer acts in the course of the management of a professional or business undertaking, municipal business tax may apply as well.

Taxation of the Company

From a Luxembourg tax perspective, Luxembourg companies are considered as being resident in Luxembourg provided that they have either their registered office or their central administration in Luxembourg. The Company (a fully taxable company) will be considered as a resident of Luxembourg both for the purposes of Luxembourg domestic tax law and for the purposes of the double taxation treaties entered into by Luxembourg, and should therefore be able to obtain a residence certificate from the Luxembourg tax authorities.

The Company will be liable for Luxembourg Corporation Taxes. The standard applicable rate of Luxembourg Corporation Taxes for a company established in Luxembourg-city is 24.94% for the financial year ending on December 31, 2022 (the same rate is applicable in Luxembourg-city for the financial year ending on December 31, 2023). Luxembourg Corporation Taxes apply to the Company's worldwide income (including capital gains), subject to the provisions of any relevant double taxation treaty. The taxable income of the Company is computed by application of all rules of the Luxembourg income tax law of December 4, 1967, as amended (*loi concernant l'impôt sur le revenu*), as commented and currently applied by the Luxembourg tax authorities (the "LIR"). Under the LIR, all income of the Company will be taxable in the financial period to which it economically relates and all deductible expenses of the Company will be deductible in the financial period to which they economically relate. Under certain conditions, dividends received by the Company from qualifying participations and capital gains realized by the Company on the sale of such participations may be exempt from Luxembourg Corporation Taxes under the Luxembourg participation exemption regime.

The Company will generally be subject to net wealth tax levied annually at a 0.5% rate. Under certain conditions, qualifying participations may be exempt from net wealth tax under the Luxembourg participation exemption regime.

Taxation of Holders of Ordinary Shares

Withholding tax

Under Luxembourg tax laws currently in force, dividends paid by the Company are in principle subject to a Luxembourg withholding tax equal to 15% of the gross dividend (17.65% of the net dividend if the Company bears the cost of the withholding tax, which is not mandatory under Luxembourg tax laws). Responsibility for the withholding of the tax is assumed by the Company.

However, if a double tax treaty between Luxembourg and the country of residence of a holder of the Ordinary Shares applies, an exemption or a reduction of the Luxembourg withholding tax may be available pursuant to the relevant provisions of such double tax treaty.

In addition, pursuant to current Luxembourg tax laws, an exemption from Luxembourg dividend withholding tax may apply under the following conditions:

- the holder of Ordinary Shares receiving the dividends is either (i) a fully taxable Luxembourg resident collective entity, (ii) a collective entity resident in an EU Member State and falling within the scope of article 2 of the Council directive of November 30, 2011 (2011/96/EU) on the common system of taxation applicable in the case of parent companies and subsidiaries of different EU Member States, as amended (the "EU Parent-Subsidiary Directive"), (iii) the Luxembourg State, a Luxembourg municipality, an association of a Luxembourg municipality or an operation of Luxembourg public- law entity, (iv) a permanent establishment of an entity referred to at letters (i), (ii) or (iii) above, (v) a Swiss resident joint-stock company subject to corporate income tax in Switzerland without benefiting from any exemption, (vi) a joint-stock company or a cooperative company resident in an EEA country (other than an EU Member State) to the extent that such company is fully taxable and subject (in its country of residence) to a tax corresponding to Luxembourg Corporation Taxes, as well as a permanent establishment of such company, or (vii) a collective entity resident in a treaty country, to the extent that such entity is fully taxable and subject (in its country of residence) to a tax corresponding to Luxembourg Corporation Taxes, as well as a Luxembourg permanent establishment of such entity; and

- on the date on which the income is made available, the holder of Ordinary Shares holds or commits to hold directly (or even indirectly under certain conditions), for an uninterrupted period of at least twelve months, a participation of at least 10% in the share capital of the Company (or with an acquisition price of at least €1,200,000).

Income Taxation

(i) Taxation of dividend income

Holders of our Ordinary Shares who are either Luxembourg resident individuals or Luxembourg fully taxable resident companies (or foreign shareholders having a permanent establishment in Luxembourg through which such shares are held) will in principle be subject to tax at the ordinary rates on any dividends received from the Company. However, under Luxembourg tax laws currently in force, 50% of the amount of any dividend may be tax exempt at the level of these holders of our Ordinary Shares.

The Luxembourg withholding tax levied at source on the dividends paid may, under certain conditions, be credited against the Luxembourg income tax due on these dividends.

Furthermore, certain corporate holders of our Ordinary Shares may benefit from an exemption from Luxembourg Corporation Taxes on dividend income under the following conditions:

- the holder of our Ordinary Shares receiving the dividends is either (i) a fully taxable Luxembourg resident collective entity, (ii) a Luxembourg permanent establishment of an EU resident collective entity falling within the scope of article 2 of the EU Parent-Subsidiary Directive, (iii) a Luxembourg permanent establishment of a joint-stock company that is resident in a jurisdiction with which Luxembourg has concluded a double tax treaty, or (iv) a Luxembourg permanent establishment of a joint-stock company or of a cooperative company which is a resident of an EEA Member State (other than an EU Member State); and

- on the date on which the income is made available, the holder of our Ordinary Shares holds or commits to hold directly (or even indirectly through certain entities) for an uninterrupted period of at least twelve months, a participation of at least 10% in the share capital of the Company (or with an acquisition price of at least €1,200,000).

The holder of our Ordinary Shares which is a Luxembourg resident entity governed by (i) the law of December 17, 2010 on undertakings for collective investment, as amended, (ii) the law of February 13, 2007 on specialized investment funds, as amended, (iii) the law of May 11, 2007 on the family estate management company, as amended, or (iv) the law of July 23, 2016 on reserved alternative investment funds, as amended, and which does not fall under the special tax regime set out in article 48 of the law of July 23, 2016 on reserved alternative investment funds, as amended, is not subject to any Luxembourg Corporation Taxes in respect of dividends received from the Company. No tax credit is then available for Luxembourg withholding tax on dividends received from the Company.

Non-resident shareholders (not having a permanent establishment in Luxembourg through which the shares are held) will in principle not be subject to Luxembourg income tax on any dividends received from the Company (except for the withholding tax mentioned above, if applicable).

(ii) Taxation of capital gains

Under current Luxembourg tax laws, capital gains realized by a Luxembourg resident individual holder of our Ordinary Shares (acting in the course of the management of his/her private wealth) upon the disposal of his/her shares are not subject to Luxembourg income tax, provided this disposal takes place more than six months after the shares were acquired and he/she does not hold a Substantial Participation (as defined below). The participation is considered a "Substantial Participation" if the holder of our Ordinary Shares (i) holds or has held (either solely or together with his/her spouse or partner and minor children) directly or indirectly more than 10% of the share capital of the Company at any time during a period of five years before the realization of the capital gain or (ii) acquired his/her shares for free during the five years preceding the disposal of his/her shares or, in the case of subsequent gratuitous transfers, one of the previous holders has held (either solely or together with his/her spouse or partner and minor children) directly or indirectly more than 10% of the share capital of the Company at any time during a period of five years before the realization of the capital gain.

Capital gains realized upon the disposal of shares by a Luxembourg resident corporate shareholder (fully subject to Luxembourg Corporation Taxes) are in principle fully taxable. However, an exemption from Luxembourg Corporation Taxes applies under the following conditions:

- the holder of our Ordinary Shares realizing the capital gains is either (i) a fully taxable Luxembourg resident collective entity, (ii) a Luxembourg permanent establishment of an EU resident collective entity falling within the scope of article 2 of the EU Parent-Subsidiary Directive, (iii) a Luxembourg permanent establishment of a joint-stock company that is resident in a jurisdiction with which Luxembourg has concluded a double tax treaty, or (iv) a Luxembourg permanent establishment of a joint-stock company or of a cooperative company which is a resident of an EEA Member State (other than an EU Member State); and

- on the date on which the disposal takes place, the holder of our Ordinary Shares has held for an uninterrupted period of at least twelve months a participation of at least 10% in the share capital of the Company (or with an acquisition price of at least €6,000,000).

The holder of our Ordinary Shares which is a Luxembourg resident entity governed by (i) the law of December 17, 2010 on undertakings for collective investment, as amended, (ii) the law of February 13, 2007 on specialized investment funds, as amended, (iii) the law of May 11, 2007 on the family estate management company, as amended, or (iv) the law of July 23, 2016 on reserved alternative investment funds, as amended, and which does not fall under the special tax regime set out in article 48 of the law of July 23, 2016 on reserved alternative investment funds, as amended, is not subject to any Luxembourg Corporation Taxes in respect of capital gains realized upon disposal of its shares.

Under Luxembourg tax laws currently in force (subject to the provisions of double taxation treaties), capital gains realized by a holder of our Ordinary Shares (not acting via a permanent establishment or a permanent representative in Luxembourg through which/whom the shares are held) are not taxable in Luxembourg unless (a) the holder of our Ordinary Shares holds a Substantial Participation in the Company and the disposal of the shares takes place less than six months after the shares were acquired or (b) the holder of our Ordinary Shares has been a former Luxembourg resident for more than fifteen years and has become a non-resident, at the time of transfer, less than five years ago.

Net Wealth Taxation

A corporate holder of our Ordinary Shares that is either a resident of Luxembourg for tax purposes or that maintains a permanent establishment or a permanent representative in Luxembourg through which/whom such shares are held is subject to Luxembourg wealth tax on such shares, except if the holder of our Ordinary Shares is governed by the law of May 11, 2007 on the family estate management company, as amended, by the law of December 17, 2010 on undertakings for collective investment, as amended, by the law of February 13, 2007 on specialized investment funds, as amended, by the law of July 23, 2016 on reserved alternative investment funds, as amended, or is a securitization company governed by the law of March 22, 2004 on securitization, as amended, or is a capital company governed by the law of June 15, 2004 on venture capital vehicles, as amended. Please however note that securitization companies governed by the law of March 22, 2004 on securitization, as amended, capital companies governed by the law of June 15, 2004 on venture capital vehicles, as amended, or reserved alternative investment funds governed by the law of July 23, 2016, as amended and which fall under the special tax regime set out under article 48 thereof may, under certain conditions, be subject to minimum net wealth tax.

Any holder of our Ordinary Shares which is (i) a Luxembourg resident fully taxable collective entity, (ii) a Luxembourg permanent establishment of an EU resident collective entity falling within the scope of article 2 of the EU Parent-Subsidiary Directive, (iii) a domestic permanent establishment of a joint-stock company that is resident in a State with which Luxembourg has concluded a double tax treaty, or (iv) a domestic permanent establishment of a joint-stock company or of a cooperative company which is a resident of an EEA Member State (other than an EU Member State) may be exempt from Luxembourg net wealth tax on its shares if it holds a participation of at least 10% in the share capital of the Company (or with an acquisition price of at least €1,200,000).

An individual holder of our Ordinary Shares, whether he/she is resident of Luxembourg or not, is not subject to Luxembourg wealth tax on his/her shares.

Other Taxes

Under current Luxembourg tax laws, no registration tax or similar tax is in principle payable by the holder of our Ordinary Shares upon the acquisition, holding or disposal of the shares. However, a fixed registration duty of €12 may be due in the case where the shares are physically attached to a public deed or to any other document subject to mandatory registration, as well as in the case of a registration of the shares on a voluntary basis.

When the holder of our Ordinary Shares is a Luxembourg resident for inheritance tax assessment purposes at the time of his/her death, the shares are included in his/her taxable estate for Luxembourg inheritance tax assessment purposes.

Luxembourg gift tax may be due on a gift or donation of the shares if embodied in a notarial deed signed before a Luxembourg notary or recorded in Luxembourg.

Material United States Federal Income Tax Considerations for United States Holders

The following summary describes certain United States federal income tax considerations generally applicable to United States Holders (as defined below) of Ordinary Shares. This summary deals only with Ordinary Shares held as capital assets within the meaning of Section 1221 of the United States Internal Revenue Code of 1986, as amended (the "Internal Revenue Code"). This summary also does not address the tax considerations that may be relevant to holders in special tax situations including, without limitation, dealers in securities, traders that elect to use a mark-to-market method of accounting, holders that own Ordinary Shares as part of a "straddle," "hedge," "conversion transaction," or other integrated investment, banks or other financial institutions, individual retirement accounts and other tax-deferred accounts, insurance companies, tax-exempt organizations, United States expatriates, holders whose functional currency is not the U.S. dollar, holders subject to any alternative minimum tax, holders that acquired Ordinary Shares in a compensatory transaction, holders which are entities or arrangements treated as partnerships for United States federal income tax purposes or holders that actually or constructively through attribution own 10% or more of the total voting power or value of our outstanding Ordinary Shares.

This summary is based upon the Internal Revenue Code, applicable United States Treasury regulations, administrative pronouncements and judicial decisions, in each case as in effect on the date hereof, all of which are subject to change (possibly with retroactive effect). No ruling will be requested from the United States Internal Revenue Service (the "IRS") regarding the tax considerations described herein, and there can be no assurance that the IRS will agree with the discussion set forth below. This summary does not address any United States federal tax considerations other than United States federal income tax considerations (such as the estate and gift tax or the Medicare tax on net investment income).

As used herein, the term "United States Holder" means a beneficial owner of the Ordinary Shares that is, for United States federal income tax purposes, (i) a citizen or resident of the United States, (ii) a corporation or other entity taxable as a corporation created or organized under the laws of the United States or any state thereof or therein or the District of Columbia, (iii) an estate the income of which is subject to United States federal income taxation regardless of its source, or (iv) a trust (a) that is subject to the supervision of a court within the United States and the control of one or more United States persons as described in Internal Revenue Code Section 7701(a)(30), or (b) that has a valid election in effect under applicable United States Treasury regulations to be treated as a "United States person."

If an entity or other arrangement treated as a partnership for United States federal income tax purposes acquires Ordinary Shares, the tax treatment of a partner in the partnership will generally depend upon the status of the partner and the activities of the partnership. Such a partner or partnership should consult its tax adviser as to the particular United States federal income tax considerations of acquiring, owning, and disposing of Ordinary Shares in its particular circumstance.

THE SUMMARY OF UNITED STATES FEDERAL INCOME TAX CONSIDERATIONS SET FORTH BELOW IS FOR GENERAL INFORMATION ONLY. UNITED STATES HOLDERS SHOULD CONSULT THEIR TAX ADVISERS AS TO THE PARTICULAR TAX CONSIDERATIONS TO THEM OF OWNING ORDINARY SHARES, INCLUDING THE APPLICABILITY AND EFFECT OF FEDERAL, STATE, LOCAL AND NON-U.S. TAX LAWS AND POSSIBLE CHANGES IN TAX LAW.

Dividends

As stated above under Item 8.A. "*Consolidated Statements and Other Financial Information - Dividend Policy*," we do not anticipate paying any cash dividends on our Ordinary Shares in the foreseeable future. We intend to retain all available funds and any future earnings to fund the development and expansion of our business. However, if we do pay any dividends, subject to the discussion below under "*-Passive Foreign Investment Company*," the amount of dividends paid to a United States Holder with respect to Ordinary Shares before reduction for any Luxembourg taxes withheld therefrom will generally be included in the United States Holder's gross income as ordinary income from foreign sources to the extent paid out of our current or accumulated earnings and profits (as determined for United States federal income tax purposes). Distributions in excess of earnings and profits will be treated as a non-taxable return of capital to the extent of the United States Holder's adjusted tax basis in those Ordinary Shares and thereafter as capital gain. However, we do not intend to calculate our earnings and profits under United States federal income tax principles. Therefore, United States Holders should expect to treat a distribution as a dividend even if that distribution would otherwise be treated as a non-taxable return of capital or as capital gain under the rules described above. The amount of any distribution paid in foreign currency will be equal to the U.S. dollar value of such currency, translated at the spot rate of exchange on the date such distribution is received, regardless of whether the payment is in fact converted into U.S. dollars at that time.

Foreign withholding tax (if any) paid on dividends on Ordinary Shares at the rate applicable to a United States Holder (taking into account any applicable income tax treaty) will, subject to limitations and conditions, be treated as foreign income tax eligible for credit against such holder's United States federal income tax liability or, at such holder's election, eligible for deduction in computing such holder's United States federal taxable income. Dividends paid on Ordinary Shares will generally constitute "passive category income" for purposes of the foreign tax credit. However, if the Company is a "United States-owned foreign corporation," solely for foreign tax credit purposes, a portion of the dividends allocable to our United States source earnings and profits may be re-characterized as United States source. A "United States-owned foreign corporation" is any foreign corporation in which United States persons own, directly or indirectly, 50% or more (by vote or by value) of the stock. In general, United States-owned foreign corporations with less than 10% of earnings and profits attributable to sources within the United States are excepted from these rules.

If the Company is or were to become a United States-owned foreign corporation, and if 10% or more of the Company's earnings and profits are attributable to sources within the United States, a portion of the dividends paid on the Ordinary Shares allocable to our United States source earnings and profits will be treated as United States source, and, as such, a United States Holder may not offset any foreign tax withheld as a credit against United States federal income tax imposed on that portion of dividends. If a United States Holder is not eligible for the benefits of an applicable income tax treaty or does not elect to apply such treaty, then such holder may not be able to claim a foreign tax credit arising from any foreign tax imposed on a distribution on our Ordinary Shares, depending on the nature of such foreign tax. The rules governing the treatment of foreign taxes imposed on a United States Holder and foreign tax credits are complex, and United States Holders should consult their tax advisers about the impact of these rules in their particular situations.

Dividends paid to a non-corporate United States Holder by a "qualified foreign corporation" may be subject to reduced rates of taxation if certain holding period and other requirements are met. "Qualified foreign corporation" generally includes a foreign corporation (other than a foreign corporation that is a PFIC with respect to the relevant United States Holder for the taxable year in which the dividends are paid or for the preceding taxable year) (i) whose shares are readily tradable on an established securities market in the United States, or (ii) which is eligible for benefits under a comprehensive United States income tax treaty that includes an exchange of information program and which the United States Treasury Department has determined is satisfactory for these purposes. In this regard, shares are generally considered to be readily tradable on an established securities market in the United States if they are listed on Nasdaq, as Ordinary Shares are. United States Holders should consult their tax advisers regarding the availability of the reduced tax rate on dividends paid with respect to Ordinary Shares. The dividends will not be eligible for the dividends received deduction available to United States Holders that are corporations in respect of dividends received from other United States corporations.

Disposition of Ordinary Shares

Subject to the discussion below under "*-Passive Foreign Investment Company*," a United States Holder will generally recognize capital gain or loss for United States federal income tax purposes on the sale or other taxable disposition of Ordinary Shares equal to the difference, if any, between the amount realized and the United States Holder's tax basis in those Ordinary Shares. In general, capital gains recognized by a non-corporate United States Holder, including an individual, are subject to a lower rate if such United States Holder held the Ordinary Shares for more than one year. The deductibility of capital losses is subject to limitations. Any such gain or loss will generally be treated as United States source income or loss for purposes of the foreign tax credit. A United States Holder's tax basis in Ordinary Shares will generally equal the cost of such Ordinary Shares. The rules governing the treatment of foreign taxes imposed on a United States Holder and foreign tax credits are complex, and United States Holders should consult their tax advisers about the impact of these rules in their particular situations.

Passive Foreign Investment Company

The Company would be a PFIC for any taxable year if, after the application of certain look-through rules, either: (i) 75% or more of its gross income for such year is "passive income" (as defined in the relevant provisions of the Internal Revenue Code), or (ii) 50% or more of the value of its assets (generally determined on the basis of a quarterly average) during such year is attributable to assets that produce or are held for the production of passive income. For these purposes, cash and other assets readily convertible into cash or that do or could generate passive income are categorized as passive assets, and the value of goodwill and other unbooked intangible assets is generally taken into account. Passive income generally includes, among other things, rents, dividends, interest, royalties, gains from the disposition of passive assets and gains from commodities and securities transactions. For purposes of this test, we will be treated as owning a proportionate share of the assets and earning a proportionate share of the income of any other corporation of which we own, directly or indirectly, at least 25% (by value) of the stock. Based on our market capitalization and the composition of our income, assets and operations, we believe we were not a PFIC for the year ended December 31, 2022 and do not expect to be a PFIC for United States federal income tax purposes for the current taxable year or in the foreseeable future. However, this is a factual determination that must be made annually after the close of each taxable year. Moreover, the aggregate value of our assets for purposes of the PFIC determination may be determined by reference to the trading value of Ordinary Shares, which could fluctuate significantly. In addition, it is possible that the Internal Revenue Service may take a contrary position with respect to our determination in any particular year, and, therefore, there can be no assurance that we were not a PFIC for the year ended December 31, 2022 or will not be classified as a PFIC for the current taxable year or in the foreseeable future. Certain adverse United States federal income tax consequences could apply to a United States Holder if we are treated as a PFIC for any taxable year during which such United States Holder holds Ordinary Shares. Under the PFIC rules, if we were considered a PFIC at any time that a United States Holder holds Ordinary Shares, we would continue to be treated as a PFIC with respect to such holder's investment unless (i) we cease to be a PFIC and (ii) the United States Holder has made a "deemed sale" election under the PFIC rules.

If we are a PFIC for any taxable year that a United States Holder holds Ordinary Shares, any gain recognized by the United States Holder on a sale or other disposition of Ordinary Shares would be allocated pro-rata over the United States Holder's holding period for the Ordinary Shares. The amounts allocated to the taxable year of the sale or other disposition and to any year before we became a PFIC would be taxed as ordinary income. The amount allocated to each other taxable year would be subject to tax at the highest rate in effect for individuals or the highest rate in effect for corporations, as appropriate, for that taxable year, and an interest charge would be imposed. Further, to the extent that any distribution received by a United States Holder on Ordinary Shares exceeds 125% of the average of the annual distributions on the Ordinary Shares received during the preceding three years or the United States Holder's holding period, whichever is shorter, that distribution would be subject to taxation in the same manner as gain on the sale or other disposition of Ordinary Shares if we were a PFIC, described above. Certain elections may be available that would result in alternative treatments, such as mark-to-market treatment, of the Ordinary Shares. Each United States Holder should consult its tax adviser as to whether a mark-to-market election would be available or advisable with respect to the Ordinary Shares. If we are treated as a PFIC with respect to a United States Holder for any taxable year, the United States Holder will be deemed to own equity in any of the entities in which we own equity that also are PFICs. However, an election for mark-to-market treatment would likely not be available with respect to any such entities. We do not expect to prepare or provide the information that would enable United States Holders to make a qualified electing fund election. If we are considered a PFIC, a United States Holder also will be subject to annual information reporting requirements. United States Holders should consult their tax advisers about the potential application of the PFIC rules to an investment in the Ordinary Shares.

Information Reporting and Backup Withholding

Dividends on and proceeds from the sale or other taxable disposition of Ordinary Shares may be subject to information reporting to the IRS. In addition, a United States Holder (other than an exempt holder who establishes its exempt status if required) may be subject to backup withholding on cash payments received in connection with any dividend payments and proceeds from the sale or other taxable disposition of Ordinary Shares made within the United States or through certain U.S.-related financial intermediaries.

Backup withholding will not apply, however, to a United States Holder who furnishes a correct taxpayer identification number, makes other required certification and otherwise complies with the applicable requirements of the backup withholding rules. Backup withholding is not an additional tax. Rather, any amount withheld under the backup withholding rules will be creditable or refundable against the United States Holder's United States federal income tax liability, provided the required information is timely furnished to the IRS.

Foreign Financial Asset Reporting

Certain United States Holders are required to report their holdings of certain foreign financial assets, including equity of foreign entities, if the aggregate value of all of these assets exceeds certain threshold amounts. The Ordinary Shares are expected to constitute foreign financial assets subject to these requirements unless the Ordinary Shares are held in an account at certain financial institutions. United States Holders should consult their tax advisers regarding the application of these reporting requirements.

Tax Ruling of the Israeli Tax Authority

On May 18, 2021, the Israeli Tax Authority issued a pre-ruling, pursuant to which the Israeli Tax Authority confirmed that following the transfer of certain intellectual property rights relating to the online lottery business of NeoGames S.A. to NGS, the Company will be considered a "preferred technological enterprise" for Israeli tax purposes, and therefore, subject to the conditions set forth in the ruling and applicable law, will be entitled to certain tax benefits, including under certain circumstances a reduced corporate tax rate of 12% to 16%, a 20% tax rate on dividends to Israeli residents, and a 4% tax rate on dividends to non-Israeli corporations. The pre-ruling will expire after tax-year 2025.

The pre-ruling sets forth certain terms regarding the Company's day to day practices. Failure by the Company to adhere to such terms may result in the loss of the beneficial tax rates set forth by the pre-ruling.

10.F. Dividends and Paying Agents

Not applicable.

10.G. Statement by Experts

Not applicable.

10.H. Documents on Display

We are subject to the informational requirements of the Exchange Act. Accordingly, we are required to file reports and other information with the SEC, including annual reports on Form 20-F and current reports on Form 6-K. The SEC maintains an internet website that contains reports and other information about issuers, like us, that file electronically with the SEC. The address of that website is *www.sec.gov*.

As a foreign private issuer, we are exempt under the Exchange Act from, among other things, the rules prescribing the furnishing and content of proxy statements, and our officers, directors and principal shareholders are exempt from the reporting and short-swing profit recovery provisions contained in Section 16 of the Exchange Act. Furthermore, as a foreign private issuer, we are also not subject to the requirements of Regulation FD (Fair Disclosure) promulgated under the Exchange Act. In addition, we are not required under the Exchange Act to file periodic reports and financial statements with the SEC as frequently or as promptly as U.S. companies whose securities are registered under the Exchange Act. Instead, we must file with the SEC, within four months after the end of each fiscal year, or such other applicable time as required by the SEC, an annual report on Form 20-F containing consolidated financial statements audited by an independent registered public accounting firm. We also intend to furnish certain other material information to the SEC under cover of Form 6-K.

We maintain a corporate website at *https://neogames.com*. Information contained on, or that can be accessed through, our website does not constitute a part of this annual report on Form 20-F. We also make available on the Investors section of our website, free of charge, our Annual Report and the text of our reports on Form 6-K, including any amendments to these reports, as well as certain other SEC filings, as soon as reasonably practicable after they are electronically filed with or furnished to the SEC. We have included our website address in this annual report on Form 20-F solely as an inactive textual reference.

10.I. Subsidiary Information

Not applicable.

10.J. Annual Report to Security Holdings

Not applicable.

ITEM 11. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

Our operations are exposed to a variety of financial risks: market risk including currency and interest rate risk, contractual risk, credit risk and liquidity risk. Our overall risk management program focuses on the unpredictability of financial markets and seeks to minimize potential adverse effects on our financial performance.

Risk management is carried out by management under policies approved by our board of directors.

Further quantitative information in respect of these risks is presented throughout our consolidated financial statements included elsewhere in this Annual Report.

There have been no substantive changes in our exposure to financial instrument risks, our objectives, policies and processes for managing those risks or the methods used to measure them from previous periods unless otherwise stated below.

Market Risk

Market risk is the risk of loss that may arise from changes in market factors such as interest rates and foreign exchange rates.

Currency Risk

We have exposure to foreign currency risk. See also Note 24 “Sensitivity Analysis to Currency Risks” of the Notes to the Consolidated Financial Statements included elsewhere in this Annual Report, where we have included a breakdown of our monetary assets and liabilities by operating currency to provide better visibility to the currency environment we operate in.

The Lottery segment’s functional currency is the USD while Aspire segments' functional currency is the EUR.

The Lottery segment has presence in Israel and therefore is exposed to the NIS. Our Israeli subsidiary has entered certain forward USD/NIS contracts to hedge its exposure associated with expenses nominated in NIS during 2022.

A significant portion of our business is denominated in EUR. which is the functional currency of Aspire. Financial assets denominated in EUR are mainly payment processors and trade receivables, which fund our working capital needs across the EU, as well as serve our quarterly interest payments on our Senior Facilities Agreement with Blackstone.

A significant portion of Aspire business is in GBP. This is mainly driven by our revenues generated in the UK and relating operating commitments: royalties to partners and gaming taxes with the UKGC.

Our board of directors carefully monitors exchange rate fluctuations and reviews their impact on our net assets and position. Exchange rates are negotiated with our main provider of banking services as and when needed.

Interest Rate Risk

Our senior financing facility with Blackstone is linked to EURIBOR and bears interest at a rate of EURIBOR plus 6.25 percent per annum. See Item 5.B. “*Liquidity and Capital Resources – Financing for the Acquisition of Aspire*”.

Due to our specific exposure to interest rate risk (EURIBOR), we have not prepared any sensitivity analysis.

Contractual Risk

In the ordinary course of business, we contract with various parties. These contracts may include performance obligations, indemnities and contractual commitments and termination for convenience clauses. Also, in certain contracts we are committed to follow strict service-level agreement delivery commitments associated with heavy liquidated damages for events of failures. Our management monitors our performance under contracts with any relevant counterparties against such contractual conditions to mitigate the risk of material, adverse non-compliance.

Credit Risk

Credit risk is the financial loss if a customer or counterparty to financial instruments fails to meet its contractual obligation. Credit risk arises from our cash and cash equivalents and trade and other receivables. The concentration of our credit risk is considered by counterparty, geography and currency.

An allowance for impairment is made where there is an identified loss event which, based on previous experience, is evidence of a reduction in the recoverability of the cash flows, although there have been no such impairments over the review year. We use forward looking information in the analysis of expected credit losses for all instruments, which is limited to the carry value of cash and cash equivalents and trade and other balances. Our management considers the above measures to be sufficient to control the credit risk exposure.

Liquidity Risk

Liquidity risk is the risk that we will not be able to meet our financial obligations when due. This risk relates to our prudent liquidity risk management and implies maintaining sufficient cash. Ultimate responsibility for liquidity risk management rests with our board of directors. Our board of directors manages liquidity risk by regularly reviewing our cash requirements by reference to short-term cash flow forecasts and medium-term working capital projections prepared by management.

ITEM 12. DESCRIPTION OF SECURITIES OTHER THAN EQUITY SECURITIES

Not Applicable.

PART TWO

ITEM 13. DEFAULTS, DIVIDEND ARREARAGES AND DELINQUENCIES

None.

ITEM 14. MATERIAL MODIFICATIONS TO THE RIGHTS OF SECURITY HOLDERS AND USE OF PROCEEDS

Our amended and restated articles of association were last amended on February 14, 2023 to reflect the exercise of stock options which had been exercised until December 31, 2022, and the related issuance of new shares. See Item 10.B. "*Memorandum and Articles of Association*."

ITEM 15. CONTROLS AND PROCEDURES

(a) Disclosure Controls and Procedures

We maintain disclosure controls and procedures (as such term is defined in Rules 13a-15(e) and 15d-15(e) under the Exchange Act) that are designed to ensure that information required to be disclosed in the Company's reports under the Exchange Act is recorded, processed, summarized and reported within the time periods specified in the SEC's rules and forms and that such information is accumulated and communicated to our management, including our Chief Executive Officer and Chief Financial Officer, as appropriate, to allow timely decisions regarding required disclosures. Any controls and procedures, no matter how well designed and operated, can provide only reasonable assurance of achieving the desired control objectives.

Our management, with the participation of our Chief Executive Officer and Chief Financial Officer, has evaluated the effectiveness of the design and operation of our disclosure controls and procedures as of December 31, 2022. Based upon that evaluation, our Chief Executive Officer and Chief Financial Officer concluded that, as of December 31, 2022, our disclosure controls and procedures were effective to accomplish their objectives at the reasonable assurance level.

(b) Management's Annual Report on Internal Control over Financial Reporting

Management is responsible for establishing and maintaining adequate internal control over financial reporting (as such term is defined in Rules 13a-15(f) and 15d-15(f) under the Exchange Act).

Our management, including our principal executive officer and principal financial and accounting officer, conducted an evaluation of the effectiveness of our internal control over financial reporting based on the framework set forth in Internal Control – Integrated Framework (2013) issued by the Committee of Sponsoring Organizations of the Treadway Commission.

Based on such evaluation under the framework set forth in Internal Control – Integrated Framework (2013), our management concluded that our internal control over financial reporting was effective as of December 31, 2022.

In accordance with guidance issued by the SEC staff, companies are permitted to exclude acquisitions from their final assessment of internal control over financial reporting for the first fiscal year in which the acquisition occurred. In accordance with the SEC staff guidance, our management excluded Aspire, which we acquired in June 2022 upon the completion of the Aspire Tender Offer, from management's report on internal control over financial reporting as of December 31, 2022. Aspire represented approximately 84% of our consolidated total assets as of December 31, 2022 and 67.9% of our consolidated total revenue for the year ended December 31, 2022. See Note 4, "Business Combinations" of the Notes to the Consolidated Financial Statements included elsewhere in this Annual Report. We have included the financial results of this acquisition in the consolidated financial statements from the date of acquisition.

(c) Attestation Report of the Registered Public Accounting Firm

This Annual Report does not include an attestation report of our independent registered public accounting firm due to a transition period established by rules of the SEC for "emerging growth companies."

(d) Changes in Internal Control over Financial Reporting

Other than the acquisition of Aspire, there were no changes in our internal control over financial reporting (as such term is defined in Rules 13a-15(f) and 15d-15(f) under the Exchange Act) that occurred during the period covered by this Annual Report that have materially affected, or that are reasonably likely to materially affect, our internal control over financial reporting.

ITEM 16. [RESERVED]

ITEM 16A. AUDIT COMMITTEE FINANCIAL EXPERT

Our board of directors has determined that each of Mr. Taylor and Mr. Teitgen satisfy the "independence" requirements set forth in Rule 10A-3 under the Exchange Act. Our board of directors has also determined that Mr. Taylor is considered an "audit committee financial expert" as defined in Item 16A of Form 20-F under the Exchange Act.

ITEM 16B. CODE OF ETHICS

Code of Ethics

We have adopted a Code of Ethics and Conduct that applies to all our employees, officers and directors, including our principal executive, principal financial and principal accounting officers. Our Code of Ethics and Conduct addresses, among other things, the handling of conflicts of interest, compliance issues and other corporate policies such as equal opportunity and non-discrimination standards. Our Code of Ethics and Conduct is available on our website at www.neogames.com. The information contained on our website is not incorporated by reference in this Annual Report.

Under Item 16B of Form 20-F, if a waiver or amendment of the Code of Ethics and Conduct applies to our principal executive officer, principal financial officer, principal accounting officer, controller and other persons performing similar functions and relates to standards promoting any of the values described in Item 16B(b) of Form 20-F, we will disclose such waiver or amendment (i) on our website within five business days following the date of amendment or waiver in accordance with the requirements of Instruction 4 to Item 16B or (ii) through the filing of a Form 6-K. We granted no waivers under our Code of Ethics in fiscal year 2022.

ITEM 16C. PRINCIPAL ACCOUNTANT FEES AND SERVICES

The consolidated financial statements of NeoGames S.A. as of December 31, 2021 and 2022, and for each the two years in the period ended December 31, 2022, appearing in this Annual Report have been audited by Ziv Haft, Certified Public Accountants, Isr., BDO Member Firm, an independent registered public accounting firm, as set forth in their report thereon appearing elsewhere herein, and are included in reliance upon such report given on the authority of such firm as experts in accounting and auditing. The current address of Ziv Haft, Certified Public Accountants, Isr., BDO Member Firm is Amot Bituach House Bldg. B 48, Derech Menachem Begin Rd. Tel Aviv 6618001.

The table below sets out the total amount billed to us by Ziv Haft, Certified Public Accountants, Isr., BDO Member Firm, for services performed in the years ended December 31, 2021 and 2022, and breaks down these amounts by category of service:

	2022	2021
	(in thousands)	
Audit Fees	$ 583	$ 310
Audit Related Fees	170	-
Tax Fees	277	165
All Other Fees	-	-
Total	1,030	475

Audit Fees

The fees for assurance and related services that are reasonably related to the performance of the audit or review of the Company's financial statements and procedures performed with respect to the prospectuses.

Audit Related Fees

The fees for assurance and related services that are reasonably related to the performance of the audit or review of the Company's quarterly financial statements for the first, second and third quarters, as well as the Company's annual financial statements, as well as audit and attestation services with respect to the acquisition of Aspire and for NPI.

Tax Fees

Tax fees for the years ended December 31, 2021 and 2022 were related to tax compliance and tax related services.

All Other Fees

All other fees in the years ended December 31, 2021 and 2022 related to services in connection with non-audit compliance and review work.

Pre-Approval Policies and Procedures

The advance approval of the Audit Committee or members thereof, to whom approval authority has been delegated, is required for all audit and non-audit services provided by our auditors.

All services provided by our auditors are approved in advance by the Audit Committee.

ITEM 16D. EXEMPTIONS FROM THE LISTING STANDARDS FOR AUDIT COMMITTEES

Not applicable.

ITEM 16E. PURCHASES OF EQUITY SECURITIES BY THE ISSUER AND AFFILIATED PURCHASERS

None.

ITEM 16F. CHANGE IN REGISTRANT'S CERTIFYING ACCOUNTANT

None.

ITEM 16G. CORPORATE GOVERNANCE

Corporate Governance Practices

We are a "foreign private issuer" (as such term is defined in Rule 3b-4 under the Exchange Act) and our Ordinary Shares are listed on Nasdaq.

As a foreign private issuer, we are permitted under Nasdaq Marketplace Rule 5615(a)(3) to follow certain of our home country, Luxembourg, corporate governance practices instead of the Nasdaq corporate governance rules, provided we disclose which requirements we are not following and the equivalent Luxembourg requirement. We must also provide Nasdaq with a letter from outside counsel in Luxembourg, certifying that our corporate governance practices are not prohibited by Luxembourg law.

At this time, we do not follow any Luxembourg rules instead of Nasdaq corporate governance rules, except with respect to Nasdaq Marketplace Rule 5635 which sets forth the circumstances under which shareholder approval is required prior to an issuance of securities in connection with: (i) the acquisition of the stock or assets of another company; (ii) equity-based compensation of officers, directors, employees or consultants; (iii) a change of control; and (iv) transactions other than public offerings. With respect to the circumstances described in Nasdaq Marketplace Rule 5635, we follow Luxembourg law which does not require approval of our shareholders with respect to the issuance of new shares within the limit and subject to the terms of the delegation granted to the board of directors in the form (and within the limits and conditions) of the authorized capital of the Company.

In addition to the above, we currently utilize the controlled company exemption described under Item 6.C "Board Practices—Controlled Company Exemption" from the requirement to have a majority of the board of directors consist of independent directors.

Subject to the controlled company exemption, we may in the future elect to follow home country practices with regard to various corporate governance requirements for which exemptions are available to foreign private issuers, including certain requirements prescribed by Nasdaq with regard to, among other things, the composition of our board of directors and shareholder approval procedures for certain dilutive events and for the adoption of, and material changes to, equity incentive plans. Following our home country governance practices, as opposed to the requirements that would otherwise apply to a company listed on Nasdaq, may provide less protection than is accorded to investors under Nasdaq rules applicable to domestic issuers.

Although we are a foreign private issuer and may elect in the future to follow our home country practices in lieu of following certain Nasdaq listing rules, we are still required to, among other things, have an audit committee that satisfies Nasdaq Listing Rule 5605(c)(2) and ensure that such audit committee members meet the independence requirement in Nasdaq Listing Rule 5605(c)(2)(A)(ii). As previously disclosed, Ms. Lisbeth McNabb, who previously served as a member of the Board since May 2021, and also served as chair of the Audit Committee and as a member of the Compensation Committee and Nominating and Corporate Governance Committee, resigned from the board of directors effective April 21, 2023. As a result, Nasdaq notified us that we are not in compliance with Nasdaq Listing Rule 5605(c)(2)(A) requiring three members on our audit committee. As such, we are relying on the cure period allowed for under Nasdaq Listing Rules to fill such vacancy with a qualified individual, and if we fail to do so, we could become subject to delisting by Nasdaq.

ITEM 16H. MINE SAFETY DISCLOSURE

Not applicable.

ITEM 16I. DISCLOSURE REGARDING FOREIGN JURISDICTION THAT PREVENT INSPECTIONS

Not applicable.

PART THREE

ITEM 17. FINANCIAL STATEMENTS

We have provided financial statements pursuant to Item 18.

ITEM 18. FINANCIAL STATEMENTS

The audited consolidated financial statements as required under Item 18 are attached hereto starting on page F-1 of this Annual Report. The audit report of Ziv Haft, Certified Public Accountants, Isr., BDO Member Firm, an independent registered public accounting firm, is included herein preceding the audited consolidated financial statements.

ITEM 19. EXHIBITS

1.1*	Amended and Restated Articles of Association of NeoGames S.A., as currently in effect.
2.1*	Description of Securities.
4.1	Consulting Agreement, dated June 1, 2015, between NeoGames Systems Ltd. and Lotym Holdings (filed as Exhibit 10.3 to NeoGames S.A.'s Form F-1 filed on October 27, 2020, File No. 333-249683, and incorporated herein by reference).
4.2#	Letter, dated June 18, 2018, between Neogames S.à r.l. and WHG (International) Limited (filed as Exhibit 10.5 to NeoGames S.A.'s Form F-1 filed on October 27, 2020, File No. 333-249683, and incorporated herein by reference).
4.3*+#	Amendment No. 1 to the Existing MOU, dated March 29, 2023, between NeoGames S.A. and American Wagering, Inc.
4.4#	Joint Venture Agreement, dated January 14, 2014, between NeoGames Network Limited and Pollard Banknote Limited (filed as Exhibit 10.6 to NeoGames S.A.'s Form F-1 filed on October 27, 2020, File No. 333-249683, and incorporated herein by reference).
4.5	Neogames S.à r.l. — 2015 Option Plan (Amended 2019) (filed as Exhibit 10.7 to NeoGames S.A.'s Form F-1 filed on October 27, 2020, File No. 333-249683, and incorporated herein by reference).
4.6	NeoGames S.A. 2020 Incentive Award Plan (filed as Exhibit 10.8 to NeoGames S.A.'s Form F-1 filed on November 12, 2020, File No. 333-249683, and incorporated herein by reference).
4.7	Form of Indemnification Agreement (filed as Exhibit 10.9 to NeoGames S.A.'s Form F-1 filed on November 12, 2020, File No. 333-249683, and incorporated herein by reference).
4.8*	Amendment No. 1 to the Joint Venture Agreement, dated January 10, 2023, between Pollard Banknote Limited, NeoGames S.A. and NeoGames US LLP.
4.9*	Limited Liability Company Agreement, dated January 10, 2023, between NeoPollard Interactive LLC, Pollard Holdings, Inc. and NeoGames US, LLP.
4.10*#+	Senior Facilities Agreement, dated May 30, 2022, between NeoGames S.A., NeoGames Connect S.à r.l., NeoGames Connect Limited, Global Loan Services Limited, Glas Trust Corporation Limited, and the guarantors and lenders party thereto
8.1*	List of subsidiaries.
12.1*	Principal Executive Officer Certification Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
12.2*	Principal Financial Officer Certification Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
13.1**	Principal Executive Officer Certification Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
13.2**	Principal Financial Officer Certification Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
15.1*	Consent of Ziv Haft, Certified Public Accountants, Isr., BDO Member Firm.
101.INS*	Inline XBRL Instance Document.
101.SCH*	Inline XBRL Taxonomy Extension Schema Document.
101.CAL*	Inline XBRL Taxonomy Extension Calculation Linkbase Document.
101.DEF*	Inline XBRL Taxonomy Definition Linkbase Document.
101.LAB*	Inline XBRL Taxonomy Extension Label Linkbase Document.
101.PRE*	Inline XBRL Taxonomy Extension Presentation Linkbase Document.
104*	Cover Page Interactive Data File (embedded within the Inline XBRL document)

* Filed herewith
** Furnished herewith

Portions of this exhibit have been redacted pursuant to Item 4 of the Instructions As To Exhibits of Form 20-F because it is both (i) not material and (ii) the type of information that the Company customarily and actually treats as private or confidential. The Company hereby agrees to furnish an unredacted copy of the exhibit to the SEC upon request.
+ Certain schedules have been redacted pursuant to Instructions as to Exhibits to Form 20-F. The Registrant hereby agrees to furnish an unredacted copy of the exhibit to the SEC upon request.

SIGNATURES

The registrant hereby certifies that it meets all of the requirements for filing on Form 20-F and that it has duly caused and authorized the undersigned to sign this Annual Report on its behalf.

NEOGAMES S.A.

Date: April 28, 2023

By: /s/ Moti Malul
Moti Malul
Title: Chief Executive Officer

NEOGAMES S. A.

CONSOLIDATED FINANCIAL STATEMENTS

AS OF DECEMBER 31, 2022

CONSOLIDATED FINANCIAL STATEMENTS
AS OF DECEMBER 31, 2022

CONTENTS

Report of Independent Registered Public Accounting Firm

To the Shareholders and Board of Directors
NeoGames S.A.

Opinion on the Consolidated Financial Statements

We have audited the accompanying consolidated statements of financial position of NeoGames S.A. and its subsidiaries ("the Company"), as of December 31, 2022 and 2021, the related consolidated statements of comprehensive income (loss), changes in equity (deficit), and cash flows for each of the years in the three-year period ended December 31, 2022, and the related notes (collectively, the "consolidated financial statements"). In our opinion, the consolidated financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2022 and 2021, and the results of its operations and its cash flows for each of the years in the three-year period ended December 31, 2022, in accordance with International Financial Reporting Standards as issued by the International Accounting Standards Board.

Basis for Opinion

These consolidated financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on the Company's consolidated financial statements based on our audits. We are a public accounting firm registered with the Public Company Accounting Oversight Board (United States) ("PCAOB") and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free of material misstatement, whether due to error or fraud. The Company is not required to have, nor were we engaged to perform, an audit of its internal control over financial reporting. As part of our audits, we are required to obtain an understanding of internal control over financial reporting but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control over financial reporting. Accordingly, we express no such opinion.

Our audits included performing procedures to assess the risks of material misstatement of the consolidated financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the consolidated financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements. We believe that our audits provide a reasonable basis for our opinion.

/s/ Ziv Haft
Ziv Haft
Certified Public Accountants (Isr.)
BDO Member Firm

We have served as the Company's auditor since 2014.
April 27, 2023
Tel Aviv, Israel

CONSOLIDATED STATEMENTS OF FINANCIAL POSITION

	Note	December 31, 2022	December 31, 2021
		U.S. dollars (in thousands)	
ASSETS			
CURRENT ASSETS			
Cash and cash equivalents	5	41,179	66,082
Restricted deposits		489	9
Prepaid expenses and other receivables		5,789	2,661
Due from Aspire Group	4	-	1,483
Due from the Michigan Joint Operation and NPI	10	3,768	3,560
Trade receivables	6	38,537	3,724
Income tax receivable		536	-
		90,298	77,519
NON-CURRENT ASSETS			
Restricted deposits		149	154
Restricted deposits - Joint Venture	10	4,098	3,848
Property and equipment	7	3,992	2,159
Intangible assets	8	347,213	22,354
Right-of-use assets	11	7,973	7,882
Investment in Associates	28	4,770	-
Deferred taxes	23	2,451	1,839
		370,646	38,236
TOTAL ASSETS		460,944	115,755

The accompanying notes are an integral part of these consolidated financial statements.

CONSOLIDATED STATEMENTS OF FINANCIAL POSITION

	Note	December 31, 2022	December 31, 2021
		U.S. dollars (in thousands)	
LIABILITIES AND EQUITY			
CURRENT LIABILITIES			
Trade and other payables	12	16,042	8,069
Royalty payables		10,838	-
Client liabilities	13	6,927	-
Income tax payables		7,396	-
Gaming tax payables		10,133	
Lease liabilities	11	1,150	769
Capital notes and accrued interest due to Aspire Group	4	-	21,086
Contingent consideration on business combination and other	14	17,256	-
Employees' related payables and accruals		7,262	4,202
		77,004	34,126
NON-CURRENT LIABILITIES			
Loans and other due to Caesars, net	9	-	9,449
Liability with respect to Caesars' IP option	9	3,450	3,450
Loans from a financial institution, net	15	209,287	-
Company share of Joint Venture net liabilities, net	10	539	830
Lease liabilities	11	6,823	7,820
Accrued severance pay, net	16	1,033	286
Deferred taxes	23	17,469	-
		238,601	21,835
EQUITY			
Share capital		59	45
Reserve with respect to transaction under common control	2	(8,467)	(8,467)
Reserve with respect to funding transaction with related parties	2	20,072	20,072
Accumulated other comprehensive income		482	-
Share premium		173,908	70,812
Share based payments reserve	26	6,941	6,023
Accumulated losses		(47,656)	(28,691)
		145,339	59,794
TOTAL LIABILITIES AND EQUITY		460,944	115,755

The accompanying notes are an integral part of these consolidated financial statements.

CONSOLIDATED STATEMENTS OF COMPERHENSIVE INCOME (LOSS)

	Note	For the year ended December 31, 2022	2021	2020
		U.S. dollars (in thousands)		
Revenues	18	165,698	50,463	49,202
Distribution expenses	20	97,579	9,889	6,685
Development expenses		10,278	9,428	7,452
Selling and marketing expenses		5,364	1,549	1,483
General and administrative expenses	21	23,306	12,300	7,496
Initial public offering expenses		-	-	2,796
Business combination related expenses	4	17,984	3,841	-
Depreciation and amortization	7,8,11	35,611	14,613	11,657
		190,122	51,620	37,569
Profit (loss) from operations		(24,424)	(1,157)	11,633
Interest expenses with respect to funding from related parties	4	2,867	4,811	4,343
Finance income	22	-	-	(21)
Finance expenses	22	12,238	1,501	747
The Company' share in profit of Joint Venture and associated companies	10a	22,110	12,446	1,393
Profit (loss) before income taxes expenses		(17,419)	4,977	7,957
Income taxes expenses	23	(1,546)	(325)	(1,443)
Net (loss) income		(18,965)	4,652	6,514
Other comprehensive income (loss):				
- Item that will not be reclassified to profit or loss - loss on fair value valuation of a financial asset through other comprehensive loss		(1,992)	-	-
- Item that will or may be reclassified to profit or loss - foreign operations financial statements translation adjustments		2,474	-	-
Other comprehensive income		482	-	-
Total comprehensive income (loss)		(18,483)	4,652	6,514
Net income (loss) per common share outstanding, basic ($)		(0.64)	0.18	0.29
Net income (loss) per common share outstanding, diluted ($)		(0.64)	0.17	0.27
Weighted average number of common shares outstanding, basic	25	29,716,281	25,302,350	22,329,281
Weighted average number of common shares outstanding, diluted	25	29,716,281	26,640,120	23,898,477

The accompanying notes are an integral part of these consolidated financial statements.

CONSOLIDATED STATEMENTS OF CHANGES IN EQUITY (DEFICIT)

	Share capital	Share premium	Accumulated losses	Share based payments reserve	Reserve with respect to funding transactions with related parties	Reserve with respect to transaction under common control	Accumulated other comprehensive Income	Non-Controlling Interests	Total equity (deficit)
	U.S. dollars (in thousands)								
Balance as of January 1, 2020	21	22,788	(39,857)	2,967	16,940	(8,467)	-	-	(5,608)
Changes in the year:									
Share based compensation	-	-	-	969	-	-	-		969
Benefit to the Company by an equity holder with respect to funding transactions	-	-	-	-	3,132	-	-		3,132
Recapitalization of share capital**	23	(23)	-	-	-	-	-		-
Issuance of ordinary shares, net of issuance cost, in an initial public offering,	-	45,810	-	-	-	-	-		45,810
Exercise of employee options to ordinary shares	-	33	-	(29)	-	-	-		4
Total comprehensive income for the year			6,514	-	-	-	-		6,514
Balance as of December 31, 2020	44*	68,608	(33,343)	3,907	20,072	(8,467)	-	-	50,821
Changes in the year:									
Share based compensation	-	-	-	3,448	-	-	-		3,448
Exercise of employee options to ordinary shares	1	2,204	-	(1,332)	-	-	-		873
Total comprehensive income for the year	-	-	4,652	-	-	-	-		4,652
Balance as of December 31, 2021	45*	70,812	(28,691)	6,023	20,072	(8,467)	-	-	59,794
Changes in the year:									
Share based compensation	-	-	-	2,994	-	-	-		2,994
Issuance of ordinary shares as a partial consideration for Aspire business combination (Note 4)	14	100,630	-	-	-	-	-	6,190	106,834
Commitment arrangement to acquire non-controlling interest options								(6,190)	(6,190)
Exercise of employee options to ordinary shares	-	2,466	-	(2,076)	-	-	-		390
Total comprehensive income (loss) for the year	-	-	(18,965)	-	-	-	482		(18,483)
Balance as of December 31, 2022	59*	173,908	(47,656)	6,941	20,072	(8,467)	482	-	145,339

* As of December 31, 2022 and 2021, 33,482,447 and 25,565,095 shares, no par value, authorized issued and fully paid, respectively.

** On November 10, 2020, the Company completed a 1: 8.234 (approximated) reverse split of its share capital by way of conversion of its then existing 181,003,584 shares into 21,983,757 shares.

The accompanying notes are an integral part of these consolidated financial statements.

CONSOLIDATED STATEMENTS OF CASH FLOWS

	For the year ended December 31,		
	2022	2021	2020
	U.S. dollars (in thousands)		
Cash flows from operating activities:			
Net income (loss) for the period	(18,965)	4,652	6,514
Adjustments for:			
Amortization and depreciation	35,611	14,613	11,657
Income taxes expenses	1,546	325	1,443
Income taxes received (paid), net	6,419	(2,230)	(606)
Interest expenses with respect to funding including from related parties	11,170	4,811	4,343
Other finance expenses, net	3,935	1,501	726
Payments with respect to IP Option	373	613	478
Share based compensation	2,994	3,448	969
The Company's share in profit of Joint Venture and associated companies, net	(22,110)	(12,446)	(1,393)
Proceeds from the Joint Venture and associated companies	21,141	12,251	3,021
Initial public offering expenses	-	-	2,430
Decrease (increase) in trade receivables	(2,093)	487	(1,286)
Business acquisition related expenses	17,984	3,667	-
Business acquisition related expenses paid	(21,234)	-	-
Decrease (increase) in prepaid expenses and other receivables	1,344	(1,048)	(541)
Increase in gaming tax payable	1,617	-	-
Increase in royalties payable	189	-	-
Decrease (increase) in Aspire Group	1,948	(1,427)	240
Increase in amounts due from the Michigan Joint Operation and NPI	(208)	(368)	(2,942)
Increase (decrease) in trade and other payables	(3,385)	(1,394)	2,083
Increase (decrease) in employees' related payables and accruals	(845)	640	979
Increase in client liabilities	666	-	-
Capital loss on disposal of property and equipment	113	-	-
Accrued severance pay, net	139	(98)	108
	57,314	23,345	21,709
Net cash generated from operating activities	38,349	27,997	28,223
Cash flows from investing activities:			
Purchase of property and equipment	(1,365)	(1,462)	(928)
Capitalized development costs	(26,536)	(17,010)	(13,128)
Restricted deposits - Joint Venture	(178)	(75)	(1,773)
Net change in deposits	(163)	13	112
Investment in Associate	(28)	-	-
Net cash used in Aspire business combination (note 4)	(197,674)	-	-
Net cash used in investing activities	(225,944)	(18,534)	(15,717)
Cash flows from financing activities:			
Loans from Caesars	-	-	2,500
Repayments of loans from Caesars	(11,000)	(1,500)	(2,500)
Repayments of capital notes to Aspire	(21,837)	-	-
Loans from a financial institution, net	204,200	-	-
Interest paid	(8,521)	(835)	(684)
Repayments for lease liabilities (principal and interest)	(1,075)	(1,686)	(1,455)
Exercise of employee options	390	873	4
Issuance of shares, net of issuance costs, other initial public offering expenses	-	-	43,380
Net cash generated from (used in) financing activities	162,157	(3,148)	41,245
Currency exchange differences on cash and cash equivalents	535	-	-
Net (decrease) increase in cash and cash equivalents	(25,438)	6,315	53,751
Cash and cash equivalents at the beginning of the year	66,082	59,767	6,016
Cash and cash equivalents at the end of the year	41,179	66,082	59,767

The accompanying notes are an integral part of these consolidated financial statements.

NOTE 1 – GENERAL

A. Neogames S.A. (the "Company") was incorporated in Luxemburg on April 10, 2014 under the laws of the Grand Duchy of Luxembourg in the form of a public company (*société anonyme*) with a registered office at 63-65, rue de Merl, L-2146 Luxembourg. On November 24, 2020, the Company completed an initial public offering on Nasdaq exchange. The Company shares are traded under the symbol "NGMS". The Company's principal shareholders, as of December 31, 2022 were Barak Matalon, Pinhas Zehavi, Elyahu Azur and Aharon Aran, that collectively owned the majority of Aspire Global Plc ("Aspire") prior to the business combination described below (NeoGames and Aspire, collectively the Group). On September 16, 2021, Caesars Entertainment Organization Limited ("Caesars") completed an underwritten public offering of ordinary shares including full exercise of the underwriters' option to purchase additional ordinary shares leading to the sale of an aggregate of 3,975,947 Ordinary Shares through an underwritten filing and on March 14, 2022, Caesars consummated a block sale of its remaining shares and consequently is no longer beneficially owner of any securities of the Company (see also Note 9a).

B. The Company, together with its subsidiaries, a joint operation and a joint venture, is a leading global technology provider engaged in the development and operation of online lotteries and games ("Lottery"), allowing lottery operators to distribute lottery products via online sales channels while using the Company's technology. The Company, together with a publicly traded Canadian Company, Pollard Banknote Limited ("Pollard"), develops, and operates and serves contracts across the United States of America (through a joint operation, the "Michigan Joint Operation") and a joint venture - NeoPollard Interactive LLC ("NPI" or the "Joint Venture") and across Europe also through its wholly owned subsidiary.

On June 14, 2022, the Company completed a business combination with Aspire Global plc ("Aspire") ("Aspire Business Combination") by acquiring 100% of its outstanding shares by year-end, for a total consideration of $367.8 million comprised of $267.2 million cash and newly issued Company's shares valued at $100.6 million.

Aspire was incorporated in Gibraltar on December 17, 2003. On May 9, 2017, Aspire re-domiciled to Malta. Since July 11, 2017, until the acquisition by Neogames, Aspire's shares were traded on Nasdaq First North Premier Growth Market in Stockholm, Sweden, under the ticker "ASPIRE."

C. Aspire, together with its subsidiaries and associates, is a leading platform supplier, offering a full turnkey solution for iGaming operators. The Aspire group provides an advanced solution combining a robust platform, interactive games, a sportsbook and a set of comprehensive managed services. Gaming operators, affiliates and media companies benefit from flexible cross-platform solutions that include fully managed operations and customized integration of a vast games offering.

In 2019 and 2020, Aspire completed two business combinations of GMS Entertainment Ltd. a leading aggregator and game studio ("PariPlay" or " Games ") and BtoBet Limited ("BTOBET" or " Sport") a leading sportsbook provider by acquiring 100% of their outstanding shares, respectively.

Aspire's group comprises three segments: Core, Games, and Sports:

- **Core:** Aspire Core allows operators to operate under their own local licenses or under Aspire's licenses in numerous markets. Aspire's platform partners have access to on-demand data analysis services in addition to a wide array of analytical tools. The platform is continuously updated with new features relating to regulation and ongoing compliance. The in-house regulation and compliance team monitors all operations, conducts ongoing training and provides partners with regulatory updates and marketing guidelines for their jurisdiction. The platform itself can be used exclusively or combined with a wide range of managed services such as customer support, CRM tools and financial services.

- **Games (Pariplay):** Aspire's subsidiary PariPlay is a leading aggregator and content provider. PariPlay offers both a wide variety of proprietary games produced from in-house studios as well as a wide array of third-party games from suppliers, all integrated into one API and single integration, accompanied by engagement and retention tools on the aggregation platform.

- **Sports (BtoBet):** Aspire's subsidiary BtoBet is a leading sportsbook provider. With the proprietary sportsbook, Aspire controls the IP in major elements of the value chain and can steer the complete roadmap. In addition, it also provides Aspire with great flexibility when it comes to adding new features and securing fast time to market.

NOTE 1 – GENERAL (Cont.)

D. Ukraine - As significant portion of our development team resides and works from Ukraine. The continuation of the local war may impact our ability to meet our long-term development delivery commitments although so far, the Company managed to mitigate the risk and no material impact has been observed on the delivery and stability of the development projects. That being stated, it is difficult to predict whether our ability to continue and develop our products in the same pace and launch new contracts in short delivery timelines may be affected by the situation in Ukraine.

NOTE 2 - SIGNIFICANT ACCOUNTING POLICIES

The significant accounting policies followed in the preparation of the financial statements, on a consistent basis, unless otherwise stated, are:

A. Accounting principles

These financial statements have been prepared in accordance with International Financial Reporting Standards ("IFRS") as issued by the International Accounting Standards Board ("IASB"). Profit or loss accounts are presented and analyzed by their nature rather than their function within the entity as such method provides reliable and more relevant information on the Company's operations.

B. Comparative information

Comparative figures stated in the statements of comprehensive income (loss), financial position and cash flows have been reclassified to conform to the current year's presentation format for the purpose of adequate presentation.

C. Basis of consolidation

Where the Company has control over an investee, it is classified as a subsidiary. The Company controls an investee if all three of the following elements are present: power over the investee, exposure to variable returns from the investee, and the ability of the investor to use its power to affect those variable returns. The consolidated financial statements present the results of the Company as though NeoGames S.A and its subsidiaries formed a single entity. Intercompany transactions and balances between NeoGames S.A and its subsidiaries are therefore eliminated in full.

D. Business combination

When the Group gained control on a business, the business combination has been accounted for based on the purchase accounting method. The Group measures the transferred consideration based on the fair value of the transferred assets (cash) and the shares issued. The identified assets, liabilities and components of non-controlling interests have been accounted for on their fair value on the acquisition date based on preliminary management assessment to be finalized within a year from the acquisition date.

Goodwill represents the excess of the cost of the business combination over the fair value of the identified assets and liabilities. Goodwill was allocated based on the initial recognition of the of the expected benefit from the business combination that gave rise to goodwill. Goodwill was allocated at the initial recognition to the Group's cash generating units ("CGUs") that have expected to benefit from the business combination that gave rise to the goodwill. When the consideration transferred includes a contingent consideration arrangement, the contingent consideration is measured at its acquisition date fair value and included as part of the considerations transferred in a business combination. Changes in the fair value of the contingent consideration that qualify as measurement period adjustments are adjusted retrospectively, with corresponding adjustments against goodwill. Measurement period adjustments are adjustments that arise from additional information obtained during the “measurement period” about facts and circumstances that existed at the acquisition date. The subsequent accounting for changes in the fair value of the contingent consideration that do not qualify as measurement period adjustments is recognized in the statement of the comprehensive income. Business combination related expenses have been recorded into statement of comprehensive income.

NOTE 2 - SIGNIFICANT ACCOUNTING POLICIES (Cont.)

If the initial accounting for a business combination is incomplete by the end of the reporting period in which the combination occurs, the Group reports provisional amounts for the items for which the accounting is incomplete. Those provisional amounts are adjusted during the measurement period, or additional assets or liabilities are recognized, to reflect the new information obtained about the facts and circumstances that existed as of the acquisition date, if known, would have affected the amounts recognized as of that date.

E. Foreign currency

The financial statements of the Group are prepared in US dollars. The functional currency is the currency that best reflects the economic substance of the underlying events and circumstances relevant to the Group's transactions. Aspire group functional currency is Euro ("Foreign operations"), while all other entities within the Group have the US dollar as their functional currency.

Balances in currencies other than US dollar are translated into US dollars in accordance with the principles set forth by International Accounting standard (IAS) 21 ("The Effects of Changes in Foreign Exchange Rates").

Transactions in currencies other than the functional currency ("Foreign currency") –

Each transaction denominated in Foreign currency has been recorded at the functional currency using the transaction date exchange rate.

At the end of the reporting period:

Financial assets and liabilities have been translated at the exchange rate applicable at the end of the reporting period while non-financial items have been translated at the exchange rate at the time of the transaction. Gains and losses from translation are recorded as finance income (expense).

Foreign operations –

The financial statements of Foreign operations have been translated into US dollar as follows:

Assets and liabilities related to the Foreign operations have been translated at the exchange rate applicable at the end of the reporting period.

Profit and loss items have been translated using quarterly average exchange rates.

Equity items except for accumulated other comprehensive income and retained earnings have been translated using transaction date exchange rate.

Retained earnings is based on opening balance plus profit and loss items which have been translated using quarterly average exchange rates.

The exchange differences have been recorded as other comprehensive income.

F. Transaction under common control

Acquisition of intangible assets under common control in 2014 was accounted for based on their book value as was accounted for by the seller, and the difference between the fair value of the consideration and the book value of the intangible assets was recorded as a capital reserve with respect to transaction under common control in the statement of changes in equity (deficit).

G. Cash and cash equivalents

Cash and cash equivalents comprise cash and short-term bank deposits with an original maturity of three months or less, as well as funds attributed to players deposits reserves and deposits held at call with banks.

H. Restricted deposits

Restricted deposits mainly includes Joint Venture Restricted deposits (see note 10), pledges for leased premises.

NOTE 2 - SIGNIFICANT ACCOUNTING POLICIES (Cont.)

I. Financial instruments

Financial assets and financial liabilities are recognized in the Company's statement of financial position when the Group becomes a party to the contractual provisions of the instrument.

Financial assets and financial liabilities are initially measured at fair value and subsequently measured at amortized cost based on the effective interest rate, as applicable.

Financial assets are classified into one of the categories discussed below, depending on the purpose for which the asset was acquired. The Group's accounting policy for each category is as follows:

Derivatives - Fair value through profit or loss
The Group uses derivative financial instruments to hedge certain currency cash flow exposures denominated in NIS. The derivative instruments used by the Group consist mainly of forward foreign exchange contracts. They are carried in the statement of financial position at fair value with changes in fair value recognized in the consolidated statement of comprehensive income within finance income or expense.

Investment in shares of a publicly traded company - Fair value through other comprehensive loss
The fair value is based on its stock market price (Level 1), whereby any gains or losses are recognized in other comprehensive income (loss).

Amortized cost

These assets comprise principally of trade receivables, cash and cash equivalents and deposits.

Trade receivables

Trade receivables are initially recognized at transaction price and subsequently measured at amortized cost and principally comprise amounts due from Lottery and gaming operator customers across all of our business units. The Company has applied the standard simplified approach and has calculated the Expected credit losses based on lifetime of expected credit losses, with de-minimis results. Bad debts (if any) are written off when there is objective evidence that the full amount may not be collected. Aspire's trade receivables principally represent amounts due from payment processors that remit funds on behalf of customers and other types of contractual monetary asset and cash.

Other types of financial assets where the objective is to hold these assets in order to collect contractual cash flows and the contractual cash flows are solely payments of principal and interest which are initially recognized at fair value and are subsequently carried at amortized cost using the effective interest rate method, less provision for impairment.

Financial liabilities are classified into one of the categories discussed below. The Group's accounting policy for each category is as follows:

Derivatives - see above within financial assets

Other financial liabilities - amortized cost
Other financial liabilities include mainly loans, trade and other payables:

Loans are initially recognized at fair value net of any transaction costs directly attributable to the issue of the instrument. Such interest-bearing loans are subsequently measured at amortized cost using the effective interest rate method, which ensures that any interest expense over the period to repayment is at a constant rate on the balance of the liability carried in the consolidated statement of financial position.

Trade and other payables are initially recognized at fair value and subsequently carried at amortized cost.

NOTE 2 - SIGNIFICANT ACCOUNTING POLICIES (Cont.)

J. Investment in a joint operation

A joint operation is a joint arrangement whereby the parties that have joint control of the arrangement have rights to the assets, and obligations for the liabilities, relating to that arrangement. Joint control is the contractually agreed sharing of control of an arrangement, which exists only when decisions about the relevant activities require the consent of all parties to the joint control. The consolidated financial statements include the Company's interest in any assets held jointly by the Michigan Joint Operation, and the Company's share of revenues and expenses of the Michigan Joint Operation.

K. Investment in a joint venture

A joint venture is a joint arrangement whereby the parties that have joint control of the arrangement have rights to the net assets only. The Company's investment in a joint venture is accounted for based on the equity method. Under the equity method, the investment is initially recognized at cost. The carrying amount of the investment is adjusted to recognize changes in the Company's share of the profit and losses of the joint venture.

L. Investment in associates

An associate is an entity over which the Group has significant influence. Significant influence is the power to participate in the financial and operating policy decisions of the investee but does not control or joint control over those policies. The Group's investment in its associates is accounted for using the equity method. Under the equity method, the investment in an associate is initially recognized at cost plus direct transaction costs. The carrying amount of the investment is adjusted to recognize changes in the company's share of net assets of the associate since the acquisition date. Goodwill relating to the associate is included in the carrying amount of the investment and is not tested for impairment separately. In cases where equity losses exceed the investment, they are not recognized unless the Group is obligated and has a share in those losses. After the application of the equity method, the Group determines whether it is necessary to recognize an impairment loss on the investment in its associate. At each reporting date, the Group determines whether there is objective evidence that the investment in the associate is impaired. If there is such evidence, the Group calculates the impairment as the difference between the recoverable amount of the associate and its carrying value, and then recognizes the loss in the Statement of Comprehensive Income.

M. Employee benefits

The Group employs personnel in Israel, United states, Malta, Ukraine, Bulgaria, Gibraltar, India, North Macedonia and Italy.

The Israeli subsidiaries have adopted the general authorization in accordance with Section 14 of the Severance Pay Law, 1963 ("Section 14"), according to which deposits to the pension funds and/or policies of insurance companies exempt the subsidiary from additional payments. However, the Group's liabilities for severance pay, attributed to certain employees that are not subject to Section 14 are computed on the basis of the employee's most recent salary as of the end of the period date, in accordance with the Severance Pay Law, and are partially covered by monthly deposits with insurance policies and/or other funds in favor of the employees and the remaining are accrued for in the consolidated financial statements.

As most of NGS's the Israeli subsidiaries employees are covered by Section 14, and due to immateriality, the Group does not use actuarial estimates and calculations for severance obligations. The Group accounts for such employees who are not subject to Section 14, by measuring accruals on the full amounts assuming that all of these employees will be terminated as of the end of the period date of each period (shut-down method).

The Bulgarian, Gibraltarian and India-based subsidiaries applied the same concept as described above, and by depositing funds on a monthly basis those subsidiaries are exempt from any additional payments as well.

The majority of the employees in Ukraine and North Macedonia are not entitled by their employment scheme and local regulation to severance pay.

NOTE 2 - SIGNIFICANT ACCOUNTING POLICIES (Cont.)

N. Provisions and contingent liabilities

Provisions, which are liabilities of uncertain timing or amounts, are recognized when the Company has a legal or constructive obligation as a result of past events, if it is probable that an outflow of funds will be required to settle the obligation and a reliable estimate of the amount of the obligation can be made.

Where the Group has a possible obligation as a result of a past event that may, but probably will not, result in an outflow of economic benefits, no provision is made.

Disclosures are made of the contingent liability (which its likelihood to succeed is not remote) including, where practicable, an estimate of the financial effect, uncertainties relating to the amount or timing of outflow of resources
and the possibility of any reimbursement.

Where time value is material, the amount of the related provision is calculated by discounting the cash flows at a pre-tax rate that reflects market assessments of the time value of money and any risks specific to the liability.

O. Property and equipment

Property and equipment comprise of data center (servers), computers, leasehold improvements, office furniture and equipment and are stated at cost less accumulated depreciation and any accumulated impairment.

Depreciation is calculated to write off the cost of fixed assets to their residual amounts on a straight line basis over the expected useful lives of the assets concerned. The principal annual rates used for this purpose, are:

	%
Computers and computers equipment	25-50
Office furniture and equipment	7
Leasehold improvements	Over the shorter of the term of the lease or useful lives

Subsequent expenditures are included in the assets carrying amount or recognized as a separate asset, as appropriate, only when it is probable that future economic benefits will flow to the Company and the cost of the item can be measured reliably. All other repairs and maintenance are charged to profit or loss during the financial period in which they are incurred.

Gains and losses on disposals are determined by comparing proceeds with carrying amount and are recognized in profit or loss.

The depreciation method and the estimated useful life of an asset are reviewed at least each year-end and the changes are accounted for as a change in accounting estimate on a prospective basis.

An item of property and equipment is derecognized upon disposal or when no future economic benefits are expected to arise from the continued use of the asset. The gain or loss arising on the disposal or retirement of an asset is determined as the difference between the sales proceeds and the carrying amount of the asset and is recognized in profit or loss.

NOTE 2 - SIGNIFICANT ACCOUNTING POLICIES (Cont.)

P. Intangible assets

Intangible assets acquired through business combination

Intangible assets acquired in a business combination and recognized separately from goodwill are recognized initially at their fair value at the acquisition date (which is regarded as their cost).

Subsequent to initial recognition, intangible assets acquired in a business combination are reported at cost less accumulated amortization and accumulated impairment losses, on the same basis as intangible assets that are acquired separately.

Internally generated intangible assets

Intangible assets of the Company comprise development costs capitalization, which are amortized over their useful life and reviewed for impairment whenever there is an indication that the intangible asset may be impaired. The amortization period and the amortization method are reviewed at least at each year end. Changes in the expected useful life or the expected pattern of consumption of future economic benefits embodied in the asset are treated prospectively as a change in accounting estimates.

Research expenditures are recognized in profit or loss when incurred. An intangible asset arising from a development project or from the development phase of an internal project is recognized if the Company can demonstrate:

- The technical feasibility of completing the intangible asset so that it will be available for use or sale.
- The Company's intention to complete the intangible asset and use or sell it.
- The ability to use or sell the intangible asset.
- How the intangible asset will generate future economic benefits.
- The availability of adequate technical, financial and other resources to complete the intangible asset; and
- The ability to measure reliably the respective expenditure asset during its development.

Following initial recognition of the development expenditure as an asset, the asset is carried at cost less any accumulated amortization and accumulated impairment losses. Amortization of the asset begins when development is complete, and the asset is available for use. It is amortized over the period of expected future benefit.

The useful life of capitalized development costs is between 3-8 years and they are amortized on a straight-line basis over the expected useful lives of the assets concerned.

Q. Goodwill

Goodwill is initially recognized and measured as set out above Note 2d.

Goodwill is not amortized but is reviewed for impairment at least annually as of year-end. CGUs to which goodwill have been allocated are tested for impairment annually, or more frequently when there is an indication that the unit may be impaired. If the recoverable amount of the CGU is less than its carrying amount, the impairment loss is allocated first to reduce the carrying amount of any goodwill allocated to the CGU and then to the other assets of the CGU pro-rata on the basis of the carrying amount of each asset in the CGU. An impairment loss recognized for goodwill is not reversed in a subsequent period. See Notes 8 and 19.

R. Impairment of non-financial assets

The Company evaluates the need to record an impairment of the carrying amount of fixed assets and intangible assets whenever events or changes in the circumstances indicate that the carrying amount is not recoverable. If the carrying amount of the above assets exceeds their recoverable amount, the assets are reduced to their recoverable amount. The recoverable amount is the higher of the net sale price and value in use. In measuring value in use, the expected cash flows are discounted using a pre-tax discount rate that reflects the specific risks of the asset. The recoverable amount of an asset that does not generate independent cash flows is determined for the cash-generating unit to which the asset belongs. Impairment losses are recognized in the statement of comprehensive income (loss). In case of appreciation in the following accounting periods, the impairment charge can be reserved into the statement of comprehensive income up to the depreciated/amortized asset to be recalculated then.

NOTE 2 - SIGNIFICANT ACCOUNTING POLICIES (Cont.)

S. Revenue recognition

Revenue is recognized at an amount that reflects the consideration to which an entity expects to be entitled in exchange for transferring services to a customer.

Revenue is recognized in the accounting periods in which the transactions occurred after deduction of certain promotional bonuses granted to customers and VAT, and after adding the fees and charges applied to customer accounts and is measured at the fair value of the consideration received or receivable.

In instances of revenue split arrangements where the Company is the principal in the transaction, revenue is recognized on a gross basis and the third-party revenue portion related to the sale is recognized within distribution expenses as royalties, while in cases where the Company acts as an agent between the customer and the vendor, revenue is recognized net of costs:

Net gaming revenues (bets minus wins and certain promotional bonuses) are presented, net of distribution expenses in an arrangement whereby the partner (website owner) is the principal, while the Company provides operational services (platform, processing, reporting etc.) as its agent (service provider). In most arrangements, the Company is the principal.

Royalties from licensing of technological platforms and provision of proprietary games content are presented net of third-party games charges in an arrangement whereby the lottery customer controls and is accountable for the third-party games and the relating commercial terms with the third-party games vendors, while the Company is its agent as a platform aggregator. In most arrangements, the Company is the principal and provides comprehensive solution.

To determine whether the Group is an agent or principal, management consider whether the Group obtain control of the services or products before they are transferred to the customer. In making this evaluation, several factors are considered, most notably whether we have primary responsibility for fulfillment to the customer, as well as pricing discretion.

The Group generates its revenues through four streams:

- Royalties from licensing of technological platforms and provision of proprietary games content (which are recognized in the accounting periods in which the gaming transactions occur).
- Fees from access to intellectual property rights (which are recognized over the useful periods of the intellectual property rights).
- Fees from development services (which are recognized in the accounting periods in which services are provided)
- Fees from online activities including net gaming revenues, processing charges and other similar charges (which are recognized in the accounting periods in which the gaming transactions occur).

T. Segment Reporting

Segmental results are reported in a manner consistent with the internal reporting provided to the Chief Operating Decision Maker.

The Company’s operating segments identified are: Lottery, Core, Sports and Games. See Notes 1 and Note 19.

U. Reserve with respect to funding transactions with related parties

Transactions with related parties are accounted for based on fair value. Any difference between the nominal value and the fair value that arises in transactions with related parties are recorded directly into equity to a “Reserve with respect to funding transactions with related parties”.

NOTE 2 - SIGNIFICANT ACCOUNTING POLICIES (Cont.)

V. Share-based payments

Where equity settled share options are awarded to employees, the fair value of the options at the date of grant is charged to the consolidated statement of comprehensive income (loss) over the vesting period. Non-market vesting conditions are taken into account by adjusting the number of equity instruments expected to vest at each reporting date so that, ultimately, the cumulative amount recognized over the vesting period is based on the number of options that eventually vest. Non-vesting conditions and market vesting conditions are factored into the fair value of the options granted. As long as all other vesting conditions are satisfied, a charge is made irrespective of whether the market vesting conditions are satisfied. The cumulative expense is not adjusted for failure to achieve a market vesting condition or where a non-vesting condition is not satisfied.

Where the terms and conditions of options are modified before they vest, the increase in the fair value of the options, measured immediately before and after the modification, is also charged to the consolidated statement of comprehensive income (loss) over the remaining vesting period. Where the terms and conditions of options are modified after they vest, the increase in the fair value of the options measured and recorded in the consolidated statement of comprehensive income (loss) immediately after the modification.

The Company recognizes stock based compensation for the estimated fair value of restricted share units ("RSUs"). The Company measures compensation expense for the RSUs based on the market value of the underlying stock at the date of grant.

W. Distribution expenses

Distribution expenses include royalties, content, gaming duties, payment processing and other related.

Gaming duties relate to gaming taxes imposed by various EU countries.

X. Finance income and expenses

Finance income and finance expenses are comprised of interest including loans as well as related parties funding, net currencies exchange rates differences, interest on lease liabilities and banks charges. See Note 22.

Y. Income taxes

Provision for income taxes is calculated in accordance with the tax legislation and applicable tax rates in force at the end of the reporting year in the countries in which the Company and its subsidiaries have been incorporated. A provision is recognized for those matters for which the tax determination is uncertain, but it is considered probable that there will be a future outflow of funds to a tax authority. The provisions are measured at the best estimate of the amount expected to become payable. This measurement is required to be based on the assumption that each of the tax authorities will examine amounts they have a right to examine and have full knowledge of all related information when making those examinations.

Deferred tax assets and liabilities are recognized where the carrying amount of an asset or liability in the consolidated statement of financial position differs from its tax base, except for differences arising from:

- The initial recognition of an asset or liability in a transaction which is not a business combination and at the time of the transaction affects neither accounting or taxable profit; and

- Investments in subsidiaries and joint operations where the Company is able to control the timing of the reversal of the difference and it is probable that the difference will not reverse in the foreseeable future.

The amount of the asset or liability is determined using tax rates that have been enacted or substantively enacted by the reporting date, and that amount is expected to apply when the deferred tax liabilities/assets are settled/recovered.

The Company recognized deferred tax assets, if any, only when their recoverability is more likely than not.

NOTE 2 - SIGNIFICANT ACCOUNTING POLICIES (Cont.)

The company adopted IFRIC 23, Uncertainty over Income Tax Positions ("IFRIC 23"), for the year ended December 31, 2022, which provides guidance on accounting for current and deferred tax liabilities and assets in circumstances in which there is uncertainty over income tax treatments. The interpretation requires:

- The company to determine whether uncertain tax treatments should be considered separately or collectively based on which approach provides better predictions of the resolution.
- The company to determine if it is probable that the tax authorities will accept the uncertain tax treatment; and
- The company, if it is not probable that the uncertain tax treatment will be accepted, to measure the tax uncertainty based on the most likely amount or expected value, depending on whichever method better predicts the resolution of the uncertainty. This measurement is required to be based on the assumption that each of the tax authorities will examine amounts they have a right to examine and have full knowledge of all related information when making those examinations.

Z. Fair value measurement hierarchy

The Group measures certain financial instruments, including derivatives, at fair value at the end of each reporting period. Fair value is the price that would be received or paid in an orderly transaction between market participants at a particular date, either in the principal market for the asset or liability or, in the absence of a principal market, in the most advantageous market for that asset or liability accessible to the Company.

The Group uses valuation techniques that are appropriate in the circumstances and for which sufficient data are available to measure fair value, maximizing the use of relevant observable inputs and minimizing the use of unobservable inputs.

AA. Income (loss) per share

Basic income (loss) per share

Basic income (loss) per share is calculated by dividing the income (loss) attributable to equity holders of the Company by the weighted average number of ordinary shares outstanding during the financial year, adjusted for ordinary shares issued during the year, if applicable.

Diluted income (loss) per share

Diluted income (loss) per share adjusts the figures used in the determination of basic income (loss) per share to take into account the weighted average number of additional ordinary shares that would have been outstanding assuming the conversion of options takes place as expected; and the addition of the shares to be derived from realization must have a dilutive effect.

BB. Leases

The Company accounts for its leases under IFRS 16, according to which:

The Company assesses whether a contract is or contains a lease, at inception of the contract. The Company recognizes a right-of-use asset and a corresponding lease liability with respect to all lease arrangements in which it is the lessee, except for short-term leases (defined as leases with a lease term of 12 months or less) or low value assets.

The lease liability is initially measured at the present value of the lease payments that are not paid at the commencement date, discounted by using the rate implicit in the lease. If this rate cannot be readily determined, the Company uses its incremental borrowing rate. The lease liability is presented as a separate line in the consolidated statement of financial position, including the separation between current and non-current.

The lease liability is subsequently measured by increasing the carrying amount to reflect interest on the lease liability (using the effective interest method) and by reducing the carrying amount to reflect the lease payments made.

The right-of-use assets comprise the initial measurement of the corresponding lease liability, lease payments made at or before the commencement day, less any lease incentives received and any initial direct costs. They are subsequently measured at cost, less accumulated depreciation and impairment losses.

NOTE 2 - SIGNIFICANT ACCOUNTING POLICIES (Cont.)

In profit or loss, amortization expenses of the right-of-use asset and interest expenses in respect of the lease liability recognized. In the statement of cash flows, payments in respect of the principal portion of the lease liability classified as financing activity and payments in respect of the interest portion of the lease liability classified in accordance with the Company's policy regarding classification of interest payments as financing activity.

NOTE 3 - CRITICAL ACCOUNTING ESTIMATES AND JUDGMENTS

The preparation of consolidated financial statements under IFRS requires the Company to make estimates and judgments that affect the application of policies and reported amounts. Estimates and judgments are continually evaluated and are based on historical experience and other factors including expectations of future events that are believed to be reasonable under the circumstances. Actual results may differ from these estimates.

Included in this note are accounting policies and/or estimates that cover areas for which the directors and management require judgments and/or assumptions that have a significant risk of causing a material adjustment to the carrying amount of assets and liabilities in the future. These policies together with references to the related notes to the financial statements, which include further commentary on the nature of the estimates and judgments made, can be found below:

Revenues presentation – gross vs. net:
The Group applies judgment in determining whether it is acting as a principal or an agent where it provides services and third-party games to business partners and other customers. In making these judgments the Group determined whether the nature of its promise is a performance obligation to provide the specified services itself (the entity is a principal) or to arrange for the other party to provide those services (i.e. the entity is an agent). See also Note 2s.

Funding transactions with related parties:
The fair values of the funding transactions with related parties, the reserve relating to the funding transactions with related parties and the related interest expenses are recorded based on discounted cash flow of the anticipated repayments, calculated using a market interest rate determined by a third-party appraiser. For further details, see Note 9.

Business combination – preliminary purchase price allocation and goodwill impairment evaluation:
With respect to Aspire Business Combination preliminary purchase price allocation and year-end goodwill impairment evaluation and with the assistance of a third-party appraiser, the Group applied certain assumptions and judgments in the preparation of discounted cash flows primarily with respect to intangible assets and CGUs, see Notes 4 and 19.

Contingent consideration on business combination:
The Group calculated the contingent consideration on BTOBET business combination based on the 2022 results and its understanding of the relating agreement. For further details, see Note 14.

Capitalization of development costs:
Costs relating to internally generated intangible assets are capitalized if the criteria for recognition as assets are met. The initial capitalization of costs is based on management's judgment that technological and economic feasibility criteria are met. In making this judgment, Management considers the progress made in each development project and its latest forecasts for each project. For further details, see Note 8.

Income taxes:
The Group operates substantially in many countries. The applicability of corporate income taxes of those jurisdictions and/or the allocation of the Group's taxable income to those jurisdictions are subject to management's assessments and judgments after consultations with the Group's tax advisors. For further details, see Notes 2Y and 23.

Share based payments:
The compensation expenses of stock options are vested over service periods. Stock based compensation expenses were recorded based on the fair values of the options, using the Black-Scholes model and its underlying assumptions.

NOTE 4 - BUSINESS COMBINATION

ASPIRE GROUP:

On June 14, 2022, the Company completed a business combination of Aspire, in consideration for $267.2 million in cash and $100.6 million issuance of 7,604,015 Company's new shares valued at 13.2 closing price per share on Nasdaq on that day.

Details of the preliminary purchase price allocation of the fair value of the identifiable assets, goodwill, liabilities and non-controlling interests are as follows (U.S. dollars in millions):

Identified assets and liabilities acquired:

Cash	69.5
Trade receivables	31.9
Prepaid expenses and other receivables	4.6
Investment in Associates	3.9
Tax receivable	3.4
Property and equipment	1.6
Intangibles (Note 8)	147.3
Deferred taxes	(18.4)
Trade and other payables	(13.2)
Royalty payable	(10.4)
Contingent consideration on business combination	(9.9)
Gaming tax payables	(8.2)
Client liabilities	(6.1)
Other assets and liabilities, net	2.1
Total identified assets and liabilities acquired	**198.1**
Goodwill (Note 8)	**175.9**
Non-controlling interests	**(6.2)**
Total consideration	**367.8**

The non-controlling interests were valued at fair value, assigned in the preliminary price allocation to PariPlay CGU, see also Notes 3 and 19.

The main factors which derived goodwill recognition at this transaction are existing intangible assets such as qualified management and staff, which have not met the stand-alone recognition criteria as well as potential synergy premium. The goodwill was allocated to each of Aspire reporting segments which are also the applicable cash generating units. see Note 19.

For the years ended December 31, 2022 and 2021, the Company recorded business combination related expenses of $18.0 million and $3.8 million, respectively.

For the year ended December 31, 2022, Aspire's revenues of $112.1 million and net loss of $6.3 million, respectively, were included in the consolidated statement of comprehensive income (loss).

The hypothetical revenues and net loss of the combined company assuming that the business combination had been completed on 1 January 2022 are as follows:

	For the year ended December 31, 2022
	U.S. dollars in millions
Revenues	259.8
Net loss	28.4

NOTE 4 - BUSINESS COMBINATION (Cont.)

On August 6, 2015, the Company entered into a services agreement with Aspire pursuant to which the Company has provided Aspire with certain dedicated development, maintenance and support services necessary for the operation of Aspire's business (the "Transition Service Agreement").

On July 8, 2015, the Company entered into a cost allocation agreement with Aspire (mainly with respect to the office lease in the reported periods) pursuant to which each party has agreed to bear certain costs that are then recovered on a pass through basis from the other party, including a sublease to the Company's Israeli offices, provided to the Company by Aspire until 2022 (the "Cost Allocation Agreement").

In March 2022, the Company paid the outstanding capital notes and accrued interest due to Aspire totaling to $22.4 million.

As described above, in the reported periods, the Company provided and received certain services from the Aspire Group, such as research and development services and administrative services as follows:

	For the year ended December 31,		
	2022	2021	2020
	U.S. dollars in thousands		
Revenues generated from the Transition Services Agreement	767	1,617	2,430
Expenses derived by the Cost Allocation Agreement:			
Labor (included in general and administrative expenses)	130	251	66
Rent (included in depreciation and interest with respect to right of use)	50	1,198	1,064
Other (included in general and administrative expenses)	137	230	160
Total expenses	317	1,679	1,290

NOTE 5 - CASH AND CASH EQUIVALENTS

	As of December 31,	
	2022	2021
	U.S. dollars in thousands	
Cash at bank	36,707	66,082
Funds attributed to player deposit reserves	4,472	-
	41,179	66,082

NOTE 6 - TRADE RECEIVABLES

	As of December 31,	
	2022	2021
	U.S. dollars in thousands	
Payment processors receivables	15,067	-
Trade receivables*	23,470	3,724
	38,537	3,724

* The balance as of December 31, 2022, included $3 million overdue more than 90 days but less than one year.

NOTE 7 - PROPERTY AND EQUIPMENT, NET

	Computers and computers equipment	Office furniture and equipment	Leasehold improvements	Total
	U.S. dollars in thousands			
Cost:				
Balance as of January 1, 2022	3,283	351	1,284	4,918
Aspire business combination	1,085	243	279	1,607
Foreign operations financial statements translation adjustments	(21)	17	33	29
Disposals	(144)	(8)	(306)	(458)
Additions during the year	479	341	545	1,365
	4,682	944	1,835	7,461
Accumulated depreciation:				
Balance as of January 1, 2022	2,568	44	154	2,766
Foreign operations financial statements translation adjustments	(74)	3	31	(40)
Disposals	(141)	(6)	(198)	(345)
Additions during the year	901	50	137	1,088
	3,254	91	124	3,469
Net Book Value:				
As of December 31, 2022	1,428	853	1,711	3,992
As of December 31, 2021	715	314	1,130	2,159

NOTE 8 - INTANGIBLE ASSETS

	Capitalized development costs and technology acquired	Customer relationship	Trade Names	Goodwill	Total
	U.S. dollars in thousands				
Cost:					
Balance at beginning of the period	75,208	-	-	-	75,208
Business combination	76,596	61,228	9,512	175,880	323,216
Additions	26,536	-	-		26,536
Foreign operations financial statements translation adjustments	2,367	1,622	252	4,986	9,227
As of December 31, 2022	180,707	62,850	9,764	180,866	434,187
Accumulated amortization:					
Balance at beginning of the period	52,854	-	-	-	52,854
Amortization	23,038	9,830	705	-	33,573
Foreign operations financial statements translation adjustments	18	494	35	-	547
As of December 31, 2022	75,910	10,324	740	-	86,974
Net Book Value:					
As of December 31, 2022	104,797	52,526	9,024	180,866	347,213

NOTE 8 - INTANGIBLE ASSETS (Cont.)

Goodwill impairment evaluation

As of December 31, 2022, the Company conducted a goodwill impairment evaluation (derived from Aspire business combination), with the assistance of a third-party appraiser. The conclusion of this evaluation was that the recoverable amounts determined as values in use are not lower than their carrying amounts and therefore no impairment of goodwill is required. The value in use for each cash generating unit was determined based on its estimated future cash flows expected for the specific period and fixed growth rate for the period onward. Details with respect to the significant assumptions used are as follows:

Cash generating units	Aspire Core (Core)	PariPlay (Sports)	BtoBet (Games)
The amount of value in use exceeded the carrying value as of December 31, 2022 - U.S. dollars in millions	30.0	8.2	16.9
Specific cash flow period (years)	7	9	9
The pre-tax discount rate used	19.4%	20.7%	18.8%
Change in the pre-tax discount rate used, resulting in value in use equal the carrying value as of December 31, 2022	3.0%	1.4%	3.1%
Fixed growth rate	3%	3%	3%
The fixed growth (negative growth) rate to be used, resulting in value in use equal the carrying value as of December 31, 2022	(7.4)%	(3.6)%	(13.8)%

NOTE 9 - RELATED PARTIES

A. CAESARS:

On June 18, 2018, the Company entered into a license agreement with WHG (International) Ltd. ("WHG"), an affiliate of Caesars. Pursuant to the license agreement, the Company has granted WHG a sub-license to use the NeoSphere Platform (the "Licensed IP") for a period of four years which was extended for a period of additional three years through 2026, to operate in the US iGaming market and additional jurisdictions agreed to by the parties. It was also agreed that Caesars will compensate the Company for the right to use the Licensed IP as well as costs associated with adjustments ("Developed IP") required to be made to the Licensed IP so that the Licensed IP would be deemed complaint with specific market requirements and other market practices. Upon a change in control of the Company, WHG has the option (the "IP Option") to convert the license into a perpetual license for a payment of £15.0 million. The Company has also agreed to provide WHG with the IP Option following the completion of a four-year period from the date of the term sheet. The fair value of the IP Option liability was valued with the assistance of a third-party appraiser to be approximately $3.45 million.

The Company's total revenues from this license agreement in the year ended December 31, 2022 and 2021 amounted to approximately $14.3 million and $7.9 million, respectively. The outstanding amounts due under this license agreement as of December 31, 2022 and 2021 amounted to approximately $2.8 million and $0.8 million, respectively, and are included in trade receivables.

During 2018, the Company borrowed $4.0 million with a stated annual interest rate of 5.0% (the "First Loan") and $2.0 million with a stated annual interest rate of 1.0% from the credit facility being made available by Caesars pursuant to the Investment and Framework Shareholders' Agreement dated August 6, 2015. During 2019, the Company borrowed a total of $6.5 million with a stated annual interest rate of 1.0% from this credit facility. All three loans were due in August 2020; however, all the loans were extended in 2020 as described below.

NOTE 9 - RELATED PARTIES (Cont.)

In February 2020, the parties agreed to extend the original repayment schedule such that, all principal loan amounts are due for a full repayment (interest plus principal) on June 15, 2023 and the First Loan is due for repayment on June 30, 2021. The implied benefit of $2.5 million (reflecting the extension of the original repayment schedule) was accounted for as a modification of debt in accordance with IFRS 9, with a related party and therefore recorded in "Reserve with respect to funding transactions with related parties" in the statement of changes in equity (deficit) and was amortized as additional interest expense over the remaining period of the loans.

On September 18, 2020, the Company borrowed $2.5 million from the credit facility to partially early repay the principal of the First Loan. The loan bears an annual interest rate of 1.0%, which is below market interest rate, and is due in full on June 15, 2023. Therefore, the $0.6 million difference in discounted cash flows to be paid for the outstanding amount based on the market annual interest rate of 12% amounted to $1.9 million, and its face value was recorded directly into the statement of changes in equity (deficit) under "Reserve with respect to funding transactions with related parties" as "Benefit to the Company by an equity holder with respect to funding transactions" and will be amortized as additional interest expense over the period of the loan.

The difference in the interest rates between the calculated annual market interest rate of 12% and interest due on these loans was recorded as loan discounts to be amortized over the funding repayment period as additional finance expenses. Accordingly, the Company recorded interest expenses on the loans based on the fair value market interest rate of $1.5 million, $1.2 million and $1.4 million in 2022, 2021 and 2020, respectively.

During 2021, the Company paid $1.5 million. During 2022, the Company pre-paid the outstanding loan amount for a total of $11.3 million.

B. Consultancy Agreement:

On June 1, 2015, Barak Matalon, a member of the Company's board of directors and owner of more than 5% of the Company's ordinary shares, entered into a consultancy service agreement with the Company and Aspire Group that calls for a monthly payment of NIS 45,000 (plus VAT) in consideration of services being rendered by Mr. Matalon to the Company. There was also a similar agreement with Aspire which ceased on December 31, 2022.

The consulting fees included, for the years ended December 31, 2022, 2021 and 2020 amounted to $240 thousand, $195 thousand and $158 thousand, respectively, and are included within general and administrative expenses.

NOTE 10 - INVESTMENT IN A JOINT VENTURE AND JOINT OPERATION

A. JOINT VENTURE

NPI has been included in the consolidated financial statements using the equity method (see Note 1).

	As of December 31,	
	2022	2021
	U.S. dollars (in thousands)	
Current assets	25,812	23,303
Non-current assets	1,278	1,501
Current liabilities	(26,644)	(24,075)
Non-current liabilities	(2,132)	(2,839)
Net assets (liabilities) (100%)	(1,686)	(2,110)
Net assets (liabilities) (50%)	(843)	(1,055)
Adjustments	304	225
Company share of Joint Venture net liabilities	(539)	(830)

Summarized financial information:

	For the year ended December 31,		
	2022	2021	2020
	U.S. dollars (in thousands)		
Revenues	84,533	64,032	18,032
Distribution expenses	49,093	44,970	16,116
Selling, general and marketing expenses	1,044	993	776
Depreciation	340	385	405
Net and total profit (100%)	34,056	17,684	735
Net and total profit (50%)	17,028	8,842	367
Adjustments	4,557	3,604	1,026
Share in profits of NPI	21,585	12,446	1,393
Distribution from NPI	21,294	12,251	3,021

In addition to the above, with respect to the development services provided to NPI by the Company, in 2022, 2021 and 2020, the Company recorded revenues totalling to $5.7 million, $7.6 million and $4.4 million, respectively. The adjustments mostly represent royalty commissions earned by NPI on games developed and provided by the Group, whereby the Group's share of the underlying results is higher than 50%.

As of December 31, 2022 and 2021, the restricted deposits outstanding amounts of $4.1 and $3.8 million, respectively held by Pollard on behalf of NPI to secure performance and facilities bonds with respect to NPI’s prospective and existing contracts.

The outstanding amount due from NPI was $3.1 million and $2.4 million as of December 31, 2022 and 2021, respectively.

NOTE 10 - INVESTMENT IN A JOINT VENTURE AND JOINT OPERATION (Cont.)

B. MICHIGAN JOINT OPERATION

The Michigan Joint Operation has been included in the consolidated financial statements as a share of Company's interest in assets held jointly, and its share of revenues and expenses (see Note 1).

Below are the Michigan Joint Operation's revenues and operating expenses, 50% of which represent the Company's interest and were included in the Company's statement of comprehensive income (loss):

	For the year ended December 31,		
	2022	2021	2020
	U.S. dollars (in thousands)		
Revenues (100%)	40,606	42,491	49,779
Total operating expenses (100%)	(24,342)	(26,047)	(22,021)

In addition to the above-stated revenues, with respect to the development services provided to the Michigan Joint Operation by the Company, in 2022, 2021 and 2020, the Company recorded revenues totaling $1.4 million, $1.4 million each year. Further, the Company recorded additional royalty revenues with respect to games development efforts invested to enhance the Michigan Joint Operation's games portfolio during 2022, 2021 and 2020, totaling $1.5 million, $1.6 million and $1.9 million, respectively, which were also eliminated from Company's share in Michigan Joint Operation's total operating expenses as stated in the above table.

As of December 31, 2022, and 2021, Company's share interest in Joint Operator's assets was $489 thousand and $667 thousand, respectively, and mostly comprised of property and equipment, net.

The outstanding amount due from with the Joint Operation was $1.3 million as of December 31, 2022 and 2021.

NOTE 11 - LEASE COMMITMENTS

On July 11, 2021, the Company renewed the lease agreement for its office in Israel through April 15, 2027. The annual lease payment and related expenses aggregated to approximately $1 million.

The Group also has leases of offices in Ukraine, Malta, Bulgaria, India, Gibraltar and Macedonia, however most of which has short-term commitment. The total combined annual rent charges for all premises are approximately $0.5 million.

NOTE 12 - TRADE AND OTHER PAYABLES

	As of December 31,	
	2022	2021
	U.S. dollars (in thousands)	
Accrued expenses	7,076	5,440
Trade payables	7,689	1,371
Other payables	1,277	1,258
	16,042	8,069

NOTE 13 - CLIENT LIABILITIES

Client liabilities represent amounts due to customers including net deposits received, undrawn winnings and certain promotional bonuses. The carrying amount of client liabilities approximates their fair value, which is based on the net present value of expected future cash flows.

NOTE 14 - CONTINGENT CONSIDERATION ON BUISNESS COMBINATION AND OTHER

Contingent consideration on business combination:

On October 9, 2020, Aspire completed a business combination of BTOBET, in consideration for cash plus performance based contingent consideration of seven times BTOBET 2022's EBIT, minus the consideration already paid. The contingent based consideration was determined by management at Euro 8.2 million, and a notice was served to the former BTOBET shareholders in March 2023. Further an additional provision of approximately Euro 2 million was recorded in the preliminary purchase price allocation, see Note 4 above.

Other:

On March 17, 2020, PariPlay granted to its executive officer 111 options to buy 9.9% of its shares on a fully diluted basis, to be vested over 2 years of employment. The exercise price of each option is GBP 1.0 and they will expire in 10 years. During the fourth quarter of 2022, the Company committed to buy his options in consideration for Euro 5.8 million, to be paid in 2023.

NOTE 15 - LOANS FROM FINANCIAL INSTITUTIONS, NET

In June 2022, the Company borrowed Euro 200.8 million to fund partially the cash consideration of Aspire business combination under Senior Facilities Agreement. The funding is comprised of a Euro 187.7 million loan and a Euro 13.1 million revolving credit facility, net of 2.5% set-up fees. The facilities maturity date is June 2028, however the revolving credit facility has an option for early repayment.

The loans bear interest at a rate of EURIBOR Plus 6.25 percent per annum to be paid quarterly. The interest expenses incurred and paid for the year ended 2022 are $7.8 million. The set-up fees amounted to Euro 5.0 million to be expensed over the borrowing period, whereby in 2022, the Company recorded additional interest expenses of $0.5 million with respect to that.

The loans carrying amounts approximate their fair value.

The Senior Facilities Agreement contains customary representations and warranties, affirmative and negative covenants (including covenants in respect of financial indebtedness, disposals, security, permitted holding company activity, dividends and share redemption, acquisitions and mergers and conduct of the Aspire Tender Offer), indemnities and events of default, each with appropriate carve-outs and materiality thresholds. In addition, the Company given a customary guarantee in favor of the Lenders under the terms of the Senior Facilities Agreement.

In connection with the debt financing documented by the Senior Facilities Agreement, the Company and certain of its subsidiaries have granted, certain guarantees in favor of the Lenders. Additionally, the Company and certain of its subsidiaries have granted, security in favor of the Lenders over shares (and other ownership interests) owned in certain subsidiaries, certain bank accounts, certain material intercompany receivables, certain material intellectual property and, substantially all their assets (subject to customary exceptions).

Further, the loans are subject to a financial performance covenant of net debt to EBIDTA ratio at each reporting period, which was met as of December 31, 2022.

NOTE 16 - EMPLOYEE BENEFIT LIABILITIES

	As of December 31,	
	2022	2021
	U.S. dollars (in thousands)	
Non- current		
Accrued severance pay	3,848	2,807
Less - funds	(2,815)	(2,521)
	1,033	286
Current		
Accrued vacation	953	679
Accrued recuperation	9	9
	962	688

NOTE 17- SHARE BASED PAYMENTS

Options:

Options have been granted under the Company's 2015 Plan, which was adopted on January 29, 2015 and amended thereafter (the "2015 Plan").

Our board of directors determined the terms and conditions of the options granted including the vesting terms and the exercise price. The terms and conditions are set forth in the applicable options agreement. The terms and conditions of individual options may vary.

In 2020, the Company ceased granting options under the 2015 Plan. Any options granted under the 2015 Plan that expire have been and will be added to the pool of the 2020 Plan. The 2015 Plan continues to apply to all previously granted options.

Restricted Shares Units (RSUs):

RSUs have been granted under the Company's 2020 Incentive Award Plan and vested in four equal annual installments.

On October 22, 2021, the Company granted 140,336 RSUs to certain employees to be vested partially from January 2023 and partially from August 2023. The fair value of the awards was determined based on the Company's grant date share price and amounted to $5.3 million.

On March 7, 2022, the Company granted 190,535 RSUs to certain employees to be vested partly from March 2023. The fair value of the awards was determined based on the Company's grant date share price and amounted to $3.0 million.

On November 4, 2022, the Company granted 3,600 RSUs to certain employees to be vested from January 2023. The fair value of the awards was determined based on the Company's grant date share price and amounted to $0.1 million.

As of December 31, 2022, the outstanding RSUs are 289,097 of which 35,276 vested and exercisable.

As of December 31, 2022, the Company had unrecognized share-based compensation expenses related to options and RSUs of $3.4 million, which is expected to be recognized over a weighted average period of approximately 3.6 years.

NOTE 17- SHARE BASED PAYMENTS (Cont.)

The following table summarizes option activities for the years ended December 31, 2022, 2021 and 2020:

	2022		2021		2020	
	Weighted average exercise price ($)	Number	Weighted average exercise price ($)	Number	Weighted average exercise price ($)	Number
Outstanding at January 1,	3.03	1,133,886	2.02	1,708,020	1.48	1,632,220
Granted during the year	-	-	57.56	15,000	9.92	111,129
Exercised during the year	1.41	(278,061)	1.5	(581,240)	1.40	(12,473)
Forfeited during the year	1.40	(6,436)	1.88	(7,894)	1.73	(22,856)
Outstanding at December 31,	3.57	849,389	3.03	1,133,886	2.02	1,708,020
Vested and exercisable at December 31,	3.90	698,753	2.00	798,262	1.52	1,203,456

NOTE 18 - REVENUES

	For the year ended December 31,		
	2022	2021	2020
	U.S. dollars (in thousands)		
Turnkey contracts	29,729	29,882	32,252
Games	1,709	1,994	2,006
Total royalties	31,438	31,876	34,258
Development and other services from Aspire (See also Note 4)	767	1,617	2,430
Development and other services from NPI (See also Note 10)	5,651	7,578	4,404
Development and other services from Michigan Joint Operation (See also Note 10)	1,449	1,433	1,413
Total Development and other services	7,867	10,628	8,247
Access to IP rights (Caesars only, see also Note 9)	14,293	7,959	6,697
Total Lottery revenues	**53,598**	**50,463**	**49,202**
Core	80,475	-	-
Games	18,265	-	-
Sports	13,360	-	-
Total Aspire revenues	**112,100**	**-**	**-**
Total Revenues	**165,698**	**50,463**	**49,202**

NOTE 19 – SEGMENTS

	For the year ended December 31, 2022					
	Lottery	Core	Games	Sports	Eliminations	Total
	U.S. dollars (in thousands)					
Revenues	53,598	80,475	18,265	13,360	-	165,698
Revenues (inter-segment)	988	-	5,876	369	(7,233)	-
Total Revenues	54,586	80,475	24,141	13,729	(7,233)	165,698
The Company' share in profit of Joint Venture and associate	21,585	525	-	-	-	22,110
Segment results	**18,660**	**6,695**	**5,785**	**2,157**	**-**	**33,297**
Depreciation and amortization	16,888	14,058	2,956	1,709	-	35,611
Other unallocated expenses:						
Finance expenses, net						12,238
Interest expenses with respect to funding from related parties						2,867
Loss before income taxes						(17,419)

	As of December 31, 2022				
	Lottery	Core	Games	Sports	Total
	U.S. dollars (in thousands)				
Trade Name	-	7,545	-	1,479	9,024
Customer relationship	-	21,412	21,290	9,824	52,526
Capitalized development costs and technology acquired	26,752	55,998	13,557	8,490	104,797
Goodwill	-	70,185	76,970	33,711	180,866
Total	26,752	155,140	111,817	53,504	347,213

Revenues by geography:

	For the year ended December 31, 2022
	U.S. dollars (in million)
United States	43.2
UK and Ireland	65.1
Nordics	3.3
Rest of Europe	31.7
Rest of World	22.4
Net assets (liabilities) (100%)	165.7

NOTE 20 - DISTRIBUTION EXPENSES

	For the year ended December 31,		
	2022	2021	2020
	U.S. dollars (in thousands)		
Royalties (partners)	53,079	-	-
Third-party games	15,831	-	-
Processing fees	10,254	4,341	3,962
Gaming duties net of partners share (which offset the royalties expenses mentioned above)	4,913	-	-
Third party technological support	4,711	-	-
Labor and related	4,694	1,502	1,335
Call center	734	992	728
Other	3,363	3,054	660
	97,579	9,889	6,685

NOTE 21 - GENERAL AND ADMINISTRATIVE EXPENSES

	For the year ended 31 December		
	2022	2021	2020
	U.S. dollars (in thousands)		
Labor and related	9,304	5,209	3,151
Professional fees	6,915	3,476	1,983
Directors and officers insurance	2,473	1,370	126
Rent and related	1,085	454	328
Office refreshments and related	1,209	632	414
Other	2,320	1,159	1,494
	23,306	12,300	7,496

NOTE 22 - OTHER FINANCE EXPENSES AND INCOME, NET

	For the year ended 31 December		
	2022	2021	2020
	U.S. dollars (in thousands)		
Finance expenses:			
Interest on financial institutions loans	8,303	-	-
Currency exchange rate differences, net	1,814	637	197
Interest on lease liabilities	540	786	461
Bank charges	268	46	89
Interest, mainly on contingent consideration on business combination (Note 14)	535	32	-
Loss on derivatives	778	-	-
	12,238	1,501	747

NOTE 23 – TAXATION

A. Tax rates applicable to the Group significant tax jurisdictions

Luxemburg: The Company is tax registered in Luxemburg and is subject to the Luxemburg corporation tax at 24.94% in 2019 thereafter on profits derived from activities carried out in Luxemburg. The estimated carry forward losses as of December 31, 2021 was $22 million, the Company has not recorded relating deferred income taxes asset as its recoverability was not more likely than not. All the Company's tax years are subject to examination.

Israel: On May 18, 2021, the Israeli Tax Authority issued a pre-ruling, pursuant to which it confirmed that effective the contribution date of certain intellectual property rights relating to the online lottery business of the Company to NeoGames Systems Ltd. ("NGS") as mentioned above through December 31 2025, NGS has been considered a "preferred technological enterprise" for Israeli tax purposes, and therefore, subject to the conditions set forth in the ruling and applicable law, and entitled to certain tax benefits, including under certain circumstances a reduced corporate tax rate of 12% to 16% as well as deductible amortization over 8 years of the value of the intangible assets (i.e., $57 million). As a result of the ruling as well as an achievement of taxable income at the Group level as well as more likely than not consistent future expectation, the Group recorded deferred tax assets primarily with respect to the part of the temporary differences on the intangible assets mentioned above.

Other Israeli subsidiaries are subject to Israeli corporate tax rate of 23% in 2022 thereafter. Considering the statute of limitation, Aspire Global Marketing Solutions Ltd 2018's tax year and NGS 2016's tax year are final and the following tax years are subject to examination.

USA: Group US subsidiaries, Joint Venture and Joint Operator are subject to US federal income taxes rate of 21% in 2019 thereafter as well as certain states income taxes rates. All Group US subsidiaries tax years are subject to examination.

Malta: Group Maltese subsidiaries are subject to a corporate tax rate in Malta of 35%. According to the Maltese tax regime, however, a certain portion of the Maltese tax payable amounts is refundable upon meeting certain criteria defined under the Maltese tax ordinance inter alia for dividend distributions. Aspire Maltese subsidiaries filed a consolidated tax return for 2021 and planning to do so also onward.

The Company's other subsidiaries are subject to different corporate tax rates.

B. Income taxes expenses included in the statements of net income (loss)

	For the year ended December 31,		
	2022	2021	2020
	U.S. dollars (in thousands)		
Current taxes	3,555	2,121	1,224
Deferred taxes	(2,013)	(1,628)	81
Taxes with respect to previous years	4	(168)	138
	1,546	325	1,443

NOTE 23 – TAXATION (Cont.)

C. Deferred taxes

	Deferred taxes assets due to Intangible	Intangible assets and other acquired in business combination	Employee benefits	Total
	U.S. dollars (in thousands)			
January 1, 2020	-	-	292	292
Changes during 2020	-	-	(81)	(81)
December 31, 2020	-	-	211	211
Changes during 2021	1,722	-	(94)	1,628
December 31, 2021	1,722	-	117	1,839
Business combination	52	(18,492)	-	(18,440)
Changes during 2022	220	1,453	340	2,013
Foreign operations financial statements translation adjustments	-	(430)	-	(430)
December 31, 2022	1,994	(17,469)	457	(15,018)

D. Reconciliation of the theoretical income taxes expenses (benefit) to the actual income taxes expenses (benefit):

Reconciliation between the theoretical income taxes expenses (benefit), assuming all income is taxed at the statutory tax rate applicable to income of the Company and the actual income taxes expenses as reported in the statements of operations is as follows:

	For the year ended December 31,		
	2022	2021	2020
	U.S. dollars (in thousands)		
Profit (loss) before income taxes expenses (benefit)	(17,419)	4,977	7,957
The Company's statutory tax rate	25%	25%	25%
Theoretical income taxes expenses (benefit) on the above amount at the Company's tax rate	(4,355)	1,244	1,989
Non-deductible expenses	8,295	2,090	1,328
Losses in respect of which no deferred taxes were recorded	-	1,616	-
Carry forward losses utilized in which no deferred taxes were recorded in previous years	-	-	(1,932)
Recognition of deferred taxes during the year, with respect to prior years temporary differences	(1,837)	(2,769)	-
Taxable income and other temporary differences accounted for in lower tax rates	(561)	(1,688)	(80)
Current income taxes with respect to previous years	4	(168)	138
	1,546	325	1,443

NOTE 24 - FINANCIAL INSTRUMENTS AND RISK MANAGEMENT

The Company is exposed to a variety of financial risks, which result from its financing, operating and investing activities. The objective of financial risk management is to minimize exposures in these financial risks and to mitigate a negative impact on the Company's financial performance and position. The Company's financial instruments are its cash and cash equivalents, deposits, trade and other receivables, loans, client liabilities, lease liabilities, trade and other payables and employee benefit liabilities. The Company actively measures, monitors and manages its financial risk exposures by various functions pursuant to the segregation of duties and principals. The risks arising from the Company's financial instruments are mainly credit risks and currency risk. The risk management policies employed by the Company to manage these risks are discussed below.

A. Credit risk

Credit risk arises when a failure by counterparties to discharge their obligations could reduce the amount of future cash inflows from financial assets on hand at the end of the reporting year.

The Group closely monitors the activities of its counterparties enabling it to ensure the prompt collection of customer balances. Furthermore, the Company engages only with reputable processors and customers (partners, operators and lotteries). The Group maintains its cash and cash equivalents at reputable well-known international banks.

Following Aspire Business Combination, as of December 31, 2022, the Group had one processor (11%) balance exceeding 10% of total consolidated trade receivables. Further revenues from Michigan Joint Operations (see Note 10B) for the year ended reflects 13% of the consolidated revenues (exceeded 10% of consolidated revenues in 2021 and 2020 as well).

B. Market risk

Currency risk

Currency risk is the risk that the value of financial instruments will fluctuate due to changes in foreign exchange rates.

The Company has discretion to hedge some or all of its forecast operational costs in Israel up to 12 months. Currency exposures are monitored by the Company monthly.

Sensitivity analysis to the currency risk

Any change in the currency exchange rates will cause a corresponding change in the related asset or liability and accordingly will affect the statement of comprehensive income (loss).

NOTE 24 - FINANCIAL INSTRUMENTS AND RISK MANAGEMENT (Cont.)

The table below summarizes the balances of the Group's financial instruments, by currency, as of December 31, 2022, in U.S. dollars (in thousands):

	USD	EUR	NIS	CZK	GBP	Other	Total
Financial assets							
Cash and cash equivalents	4,420	13,321	1,979	919	15,292	5,248	41,179
Restricted Cash	330	256	14	-	11	27	638
Other Receivables	32	1,934	436	-	124	407	2,933
Restricted deposits - Joint Venture	2,075	178	-	-	-	1,845	4,098
Trade receivables	3,482	20,731	-	4,636	5,029	4,369	38,247
Due from the Michigan Joint Operation and NPI	3,768	-	-	-	-	-	3,768
Income tax receivable	-	393	143	-	-	-	536
Monetary assets	**14,107**	**36,813**	**2,572**	**5,555**	**20,456**	**11,896**	**91,399**
Financial liabilities							
Trade and other payables	(3,312)	(5,306)	(1,077)	(2,552)	(2,722)	(1,073)	(16,042)
Lease liabilities	-	(54)	(7,739)	-	(97)	(83)	(7,973)
Employees' related payables and accruals	-	(2,871)	(3,749)	-	-	(642)	(7,262)
Liability with respect to Caesars' IP option	(3,450)	-	-	-	-	-	(3,450)
Loans from a financial institution, net	-	(209,287)	-	-	-	-	(209,287)
Accrued severance pay, net	-	(518)	(515)	-	-	-	(1,033)
Deferred taxes	-	(17,469)	-	-	-	-	(17,469)
Royalty payable	-	(10,838)	-	-	-	-	(10,838)
Income tax payable	(1,321)	(4,223)	(1,471)	(365)	-	(16)	(7,396)
Gaming tax payables	-	(1,439)	-	-	(8,694)	-	(10,133)
Client liabilities	(20)	(1,190)	-	-	(3,172)	(2,545)	(6,927)
Monetary liabilities	**(8,103)**	**(253,195)**	**(14,551)**	**(2,917)**	**(14,685)**	**(4,359)**	**(297,810)**
Net	**6,004**	**(216,382)**	**(11,979)**	**2,638**	**5,771**	**7,537**	**(206,411)**

NOTE 24 - FINANCIAL INSTRUMENTS AND RISK MANAGEMENT (Cont.)

Interest risk

Interest rate risk is the risk that the value of financial instruments will fluctuate due to changes in interest rates. The Company's interest on loans from the financial institutions is linked to the EURIBOR.

The Company has not presented a sensitivity analysis of the impact on its statement of comprehensive income of potential movements in interest rates, as in the opinion of the directors, the change in the fair value of its financial assets or liabilities would be negligible.

C. Liquidity risk

The Company monitors its liquidity in order to ensure that sufficient liquid resources are available to allow it to meet its obligations.

The following table details the contractual maturity analysis of the Company's financial liabilities and interest to be incurred (representing undiscounted contractual cash-flows):

	As of December 31, 2022			
	In 3 months	Between 3 months and 1 year	More than 1 year	Total
	U.S. dollars (in thousands)			
Loans and interest	3,103	9,413	244,162	256,678
Lease liabilities	-	1,150	6,823	7,973
Trade and other payables	16,042	-	-	16,042
Royalty payables	10,838	-	-	10,838
Client liabilities	6,927	-	-	6,927
Total	36,910	10,563	250,985	298,458

NOTE 25 – INCOME (LOSS) PER SHARE

	For the year ended December 31,		
	2022	2021	2020
	U.S. dollars (in thousands)		
Basic and diluted earnings per share:			
Net income (loss) attributable to equity holders of the company	(18,965)	4,652	6,514
Weighted average number of issued ordinary shares	29,716,281	25,302,350	22,329,281
Dilutive effect of share options and RSUs	-	1,337,771	1,569,196
Weighted average number of diluted ordinary shares	29,716,281	26,640,120	23,898,477
Income (loss) per share, basic ($)	(0.64)	0.18	0.29
Income (loss) per share, diluted ($)	(0.64)	0.17	0.27

NOTE 26 – RESERVES

The following describes the nature and purpose of each reserve within equity:

Reserve	Description and purpose
Share premium	Amount subscribed for share capital in excess of nominal value.
Share based payments reserve	Fair value of the vested employees' options to purchase Company shares.
Reserve with respect to transaction under common control	The reserve represents the difference between the fair value of the consideration and the book value of the intangible assets as was accounted for by the seller, with respect to the 2014's acquisition under common control.
Reserve with respect to funding transactions from related parties	See Notes 4 and 9

NOTE 27 – SUBSIDIARIES AND ASSOCIATES

Details of the Group's subsidiaries, associates and branches as at the end of 2022 are set out below:

Name	Country of incorporation	Proportion of voting rights and ordinary share capital held	Nature of business
NeoGames S.A.	Luxemburg	100%	Parent entity
NeoGames Connect s.a.r.l.	Luxemburg	100%	Holding company
Neogames Systems Ltd.	Israel	100%	Intellectual property owner as well as Israel employer
Neogames US LLP	United States	100%	North America distributer
NG Connect Ltd	Malta	100%	Holding company
NG Malta Branch	Malta	100%	Dormat
NeoGames Solutions LLC	United States	100%	North America Licensor
Neogames S.R.O	Czech Republic	100%	Czech Republic licensor
Neogames Ukraine	Ukraine	100%	Provides development services to Neogames Systems Ltd.
NeoPollard Interactive LLC	United States	50%	See Note 1
Aspire Global International Limited	Malta	100%	Maltese-licensed B2C trading company
AG Software Ltd	Malta	100%	Maltese-licensed B2B trading company
Aspire Global Marketing Solutions Ltd	Israel	100%	Provides certain marketing support and development services to Aspire Global Plc.

NOTE 27 – SUBSIDIARIES AND ASSOCIATES (Cont.)

Name	Country of incorporation	Proportion of voting rights and ordinary share capital held	Nature of business
AG Communications Limited	Malta	100%	B2B trading company holding B2C licenses in Denmark and United Kingdom
AG 7 Limited	Malta	100%	B2B trading company
Utopia Management Group Ltd	British Virgin Islands	100%	Provides certain marketing and acquisition services
ASG Technologies Ltd	British Virgin Islands	100%	Acts as a nominee with respect to the registration of certain domains owned by the Group
Aspire Global Ukraine	Ukraine	100%	Provides customer support and development services to Aspire Global Plc.
Novogoma Ltd	Malta	83%	Dormat
Neolotto Ltd	Malta	37.6%	Dormat
Minotauro Media Limited	Ireland	30%	Engaged in the business of marketing and promoting online gaming services via its domain names
Marketplay Ltd	Malta	49.9%	Engaged in the business of marketing and promoting online gaming services via its domain names
NEG Group Limited	Malta	25%	Dormat
Vips Holdings	Malta	13%	Dormat
GMS Entertainment Limited (“GMS”)	Isle of man	100%	Engaged in developing and licensing real money gaming games and systems in global regulated markets
BtoBet Limited	Gibraltar	100%	Engaged in developing and licensing real money sports betting and systems in global regulated markets
Cylnelish, Sociedad, Limitda	Spain	100%	Provides certain marketing support services to Aspire Global Plc.
Aspire Global US Inc.	USA	100%	US Trading company
BNG Investment Group Ltd.,**	British Virgin Islands	25%	Engaged in developing and licensing real money bingo games and systems in global regulated markets

* Market Play Limited is the company that launched Mr. Play, a casino and sports betting brand. Aspire provides the technology and is a significant shareholder in the venture, holding 49.9% of its shares, along with various investors. Aspire had invested €2.5 million and acquired shares from the other shareholders for €1 million. According to a purchase price allocation, the excess has been allocated to goodwill. During Q1 2022, Aspire granted Market Play Limited a five-year loan in the amount of €2.5M, bearing annual interest of 5.0% payable every 6 months.

In 2022, the Group recognized its share of Market Play Limited’s profit of €0.6 million.

** On December 10, 2021, Aspiresigned an agreement to acquire 25% of bingo supplier END 2 END for USD 1.75 million in cash with an option to acquire all of the shares exercisable after three to five years. This provides Aspire with access to a real omni channel technology and a proprietary offering in one of the biggest verticals in the iGaming industry.

NeoPollard Interactive LLC

FINANCIAL STATEMENTS

AS OF DECEMBER 31, 2022

FINANCIAL STATEMENTS

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INDEPENDENT AUDITORS' REPORT

To the Members of NeoPollard Interactive LLC

Opinion

We have audited the financial statements of NeoPollard Interactive LLC ("Company"), which comprise the balance sheets as of December 31, 2022 and 2021, and the related statements of comprehensive income, changes in members' deficit and cash flows for the years then ended, and the related notes to the financial statements.

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2022 and 2021, and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America (GAAS). Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Company and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statement in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern within one year after the date that the financial statements are issued or available to be issued.

Auditors' Responsibility

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

/s/ Ziv Haft
Ziv Haft
Certified Public Accountants (Isr.)
BDO Member Firm

April 27, 2023
Tel Aviv, Israel

BALANCE SHEETS AS OF DECEMBER 31

	Note	2022	2021
		U.S. dollars (in thousands)	
ASSETS			
CURRENT ASSETS			
Cash and cash equivalents		7	88
Restricted cash	3	11,838	9,074
Trade receivables	7	13,329	13,473
Other receivables and prepaid expenses		637	668
		25,811	23,303
NON-CURRENT ASSETS			
Property and equipment, net	4	1,004	1,049
Right of use asset	2	275	452
		1,279	1,501
TOTAL ASSETS		27,090	24,804

BALANCE SHEETS AS OF DECEMBER 31

	Note	2022	2021
		U.S. dollars (in thousands)	
LIABILITIES AND DEFICIT			
CURRENT LIABILITIES			
Trade payables and accrued liabilities	6	5,787	5,039
Due to related companies	5	7,927	8,909
Deferred revenues		428	444
Lease liabilities	2	184	179
Due to lotteries	3	11,838	9,074
Accrued payroll and benefits		480	430
		26,644	24,075
NON-CURRENT LIABILITIES			
Deferred revenues		2,030	2,554
Lease liabilities	2	101	285
		2,131	2,839
MEMBERS' DEFICIT		(1,685)	(2,110)
TOTAL LIABILITIES AND MEMBERS' DEFICIT		27,090	24,804

STATEMENTS OF COMPREHENSIVE INCOME

	Note	For the year ended December 31, 2022	2021
		U.S. dollars (in thousands)	
Revenues	7	84,533	64,032
Distribution expenses	8	49,093	44,970
Selling, general and administrative expenses	9	1,044	993
Depreciation	4	340	385
Net income and comprehensive income		34,056	17,684

STATEMENTS OF CHANGES IN MEMBERS' EQUITY (DEFICIT)

	Total members' (deficit)
	U.S. dollars (in thousands)
Balance as of January 1, 2021	(2,016)
Comprehensive income	17,684
Distributions	(17,778)
Balance as of December 31, 2021	(2,110)
Comprehensive income	34,056
Distributions	(33,631)
Balance as of December 31, 2022	(1,685)

STATEMENTS OF CASH FLOWS

	For the year ended December 31,	
	2022	**2021**
	U.S. dollars (in thousands)	
Cash flows from operating activities:		
Net income for the year	34,056	17,684
Adjustments for:		
Depreciation	340	385
Decrease (increase) in trade receivables	144	(8,221)
Decrease (increase) in other receivables and prepaid expenses	29	(474)
Decrease in deferred revenues	(540)	(223)
(Decrease) increase in due to related companies	(982)	5,821
Increase in trade payables and accrued liabilities	748	2,770
Increase in due to lotteries	2,764	3,418
Increase in accrued payroll and benefits	50	67
	2,553	3,534
Net cash generated from operating activities	36,609	21,227
Cash flows from investing activities:		
Purchase of property and equipment	(295)	(229)
Net cash used in investing activities	(295)	(229)
Cash flows from financing activities:		
Members' distributions	(33,631)	(17,778)
Net cash used in financing activities	(33,631)	(17,778)
Net increase in cash, cash equivalents and restricted cash	2,683	3,220
Cash, cash equivalents and restricted cash at the beginning of the year	9,162	5,942
Cash, cash equivalents and restricted cash at the end of the year	11,845	9,162

NOTES TO THE FINANCIAL STATEMENTS

NOTE 1 - GENERAL

NeoPollard Interactive LLC (the "Company"), was incorporated in Delaware, United States of America (“U.S.”) on March 6, 2014, as a limited liability company.

The Company is 50% owned by Pollard Holdings Inc. ("PH" or “Pollard”), which is wholly owned by a publicly Toronto Stock Exchange (“TSX”) traded Canadian corporation - Pollard Banknote Limited ("PBL"), a leading lottery partner to more than 60 lotteries worldwide, and 50% by NeoGames US LLP ("NUL"), which is wholly owned by a publicly NASDAQ traded company - NeoGames S.A. ("Neogames"), a leading global technology provider (PH and NUL - the "Members"). The Company was established to provide iLottery services for North American lotteries and has the following clients: Virginia State Lottery (“VAL”) through October 2026, New Hampshire Lottery (“NHL”) through June 2025, North Carolina Education Lottery (“NCEL”) through June 2024 and Alberta Gaming, Liquor and Cannabis Commission ("AGLC") through March 2028.

NOTE 2 - SIGNIFICANT ACCOUNTING POLICIES

The significant accounting policies followed in the preparation of the financial statements, on a consistent basis, are:

A. Accounting principles

These financial statements have been prepared in accordance with accounting principles generally accepted in the United States of America ("U.S. GAAP"). Statement of comprehensive income accounts are presented and analyzed by their nature rather than their function within the entity as this method provides reliable and more relevant information on the Company's operations.

B. Functional currency

The financial statements of the Company are prepared in U.S. dollars (the functional currency), which is the currency that best reflects the economic substance of the underlying events and circumstances relevant to the Company's transactions.

C. Provisions

Provisions, which are liabilities of uncertain timing or amount, are recognized when the Company has a legal or constructive obligation as a result of past events, if it is probable that an outflow of funds will be required to settle the obligation and a reliable estimate of the amount of the obligation can be made.

D. Property and equipment

Property and equipment consist of data center servers, computers, leasehold improvements and office furniture and equipment are stated at cost less accumulated depreciation.

NOTE 2 - SIGNIFICANT ACCOUNTING POLICIES (Cont.)

Depreciation is calculated on a straight-line basis over the expected useful lives of the assets. The principal annual rates used for this purpose are:

	%
Computer equipment	15-25
Leasehold improvements	Over the shorter of the term of the lease or useful lives

Subsequent expenditures are included in the assets carrying amount or recognized as a separate asset, as appropriate, only when it is probable that future economic benefits will flow to the Company and the cost of the item can be measured reliably. All other repairs and maintenance are charged to statements of comprehensive income during the financial period in which they are incurred.

Gains and losses on disposals are determined by comparing proceeds with carrying amount and are recognized in statements of comprehensive income.

The Company evaluates the need to record an impairment of the carrying amount of property and equipment whenever events or changes in the circumstances indicate that the carrying amount is not recoverable. If the carrying amount of the assets exceeds their expected undiscounted cash flows to be generated from them, the assets are reduced to their fair value amounts. Impairment losses are recognized in the statement of comprehensive income.

E. Revenue recognition

Revenue is recognized at an amount that reflects the consideration to which an entity expects to be entitled in exchange for transferring services to a customer.

The Company generates its revenues from customers through three streams:
Royalties from licensed technology and the provision of proprietary and third-party games content via digital channels are recognized in the accounting periods in which the gaming transactions occur.

Set up fees from establishment of a new solution to a client are recognized ratably over the contract period commencing on the launch date.

Customers' relationships management ("CRM") services revenues are recognized in the accounting periods in which the services are provided.

In instances of revenue split arrangements where the Company is the principal in the transaction, provides a comprehensive solution., controls and is accountable for the third-party games and the relating commercial terms with the third-party games' vendors, revenue is recognized on a gross basis and the third-party revenue portion related to the sale is recognized within distribution expenses as third-party content. In most arrangements, the Company is the principal while in cases (if any) where the Company acts as an agent between the customer and the vendor, revenue should be recognized net of costs.

To determine whether the Company is an agent or principal, management consider whether the Company obtains control of the services or products before they are transferred to the customer. In making this evaluation, several factors are considered, most notably whether the Company has a primary responsibility for fulfillment to the customer, as well as pricing discretion.

NOTE 2 - SIGNIFICANT ACCOUNTING POLICIES (Cont.)

F. Income Taxes

For U.S. income tax purposes, the Company is treated as a partnership. The Members are taxed on their proportionate share of the Company's taxable results. Accordingly, no income taxes for U.S. federal and state income taxes have been recorded in the Company's financial statements.

G. Leases

Arrangements meeting the definition of a lease are classified as operating or financing leases and are recorded on the balance sheet as both a right of use asset and lease liability, calculated by discounting fixed lease payments over the lease term at the rate implicit in the lease or the Company's incremental borrowing rate. Lease liabilities are increased by interest and reduced by payments each period, and the right of use asset is amortized over the lease term.

The lease liability was measured at the present value of the remaining lease payments, discounted using the Company's incremental borrowing rate. The weighted-average rate applied was 3%. Right-of-use assets were measured at an amount equal to the lease liability.

For operating leases, interest on the lease liability and the amortization of the right of use asset result in straight-line rent expense over the lease term. Variable lease expenses are recorded when incurred. The Company excludes short-term leases having initial terms of 12 months or less from the guidance as an accounting policy election and recognizes rent expenses on a straight-line basis over the lease term.

The Company has a lease agreement for its data centers in New Hampshire, which was renewed through 2027, with an annual lease payment of $82 thousand, and a 5-year lease agreement, for its data centers in North Carolina beginning 2019 with an annual lease payment of $108 thousand.

NOTE 3 - RESTRICTED CASH AND DUE TO LOTTERIES

As part of the agreements with certain iLottery customers, the Company is required to provide all cash processing services related to the iLottery activity. The Company acts as the merchant of record for the bank accounts held on behalf of its customers.

Restricted cash reflects mainly proceeds received from players and not yet transferred to the Company's customers as of the end of the reporting period. Due to lotteries reflects proceeds owed by the Company and not yet transferred to its iLottery customers.

NOTE 4 - PROPERTY AND EQUIPMENT, NET

	Computer equipment	Leasehold improvements	Office furniture and equipment	Total
Cost:				
Balance as of January 1, 2022	2,526	26	5	2,557
Additions during the year	295	-	-	295
	2,821	26	5	2,852
Accumulated depreciation:				
Balance as of January 1, 2022	(1,500)	(7)	(1)	(1,508)
Depreciation during the year	(337)	(2)	(1)	(340)
	(1,837)	(9)	(2)	(1,848)
Net Book Value:				
As of December 31, 2022	984	17	3	1,004

	Computer equipment	Leasehold improvements	Office furniture and equipment	Total
Cost:				
Balance as of January 1, 2021	2,302	26	-	2,328
Additions during the year	224	-	5	229
	2,526	26	5	2,557
Accumulated depreciation:				
Balance as of January 1, 2021	(1,118)	(5)	-	(1,123)
Depreciation during the year	(382)	(2)	(1)	(385)
	(1,500)	(7)	(1)	(1,508)
Net Book Value:				
As of December 31, 2021	1,026	19	4	1,049

NOTE 5 - RELATED PARTY TRANSACTIONS

Since its incorporation, the Company has engaged both of its Members for the provisioning of services which were required to support its ongoing operations in the areas of technology support, CRM, account management and a number of corporate functions such as finance, legal and HR.

In the reported periods the Company received certain services from related companies:

	For the year ended December 31,	
	2022	2021
	U.S. dollars (in thousands)	
Marketing and security services - Neogames	473	442
Royalties - Neogames	4,805	3,640
Technical support - Neogames	5,846	7,678
Technical support - Pollard	2,446	1,999
Labor and benefits - Neogames	452	493
Labor and benefits - Pollard	6,009	5,047
Other - Pollard	40	40
Other - Neogames	1,521	1,288
	21,592	20,627

Balances with respect to the above-described services:

	As of December 31,	
	2022	2021
	U.S. dollars (in thousands)	
Due to Neogames	3,055	2,396
Due to Pollard	4,872	6,513
	7,927	8,909

NOTE 6 - TRADE PAYABLES AND ACCRUED LIABILITIES

	As of December 31,	
	2022	2021
	U.S. dollars (in thousands)	
Trade payables	5,738	4,906
Governmental authorities	49	101
Accrued expenses	-	32
	5,787	5,039

NOTE 7 - REVENUES AND SIGNIFICANT CLIENTS

	For the year ended December 31,	
	2022	2021
	U.S. dollars (in thousands)	
Royalties	83,714	63,117
Set up fees	539	635
CRM services	280	280
	84,533	64,032

For the year ended December 31, 2022, the Company's four clients A, B, C and D each accounted for more than 10% of its total revenue, accounting for approximately 11%, 20%, 33% and 36%, respectively. For the year ended December 31, 2021, the Company's four clients A, B, C and D each accounted for more than 10% of its total revenue, accounting for approximately 11%, 19%, 30% and 40%, respectively.

As of December 31, 2022, clients B, C and D each accounted for more than 10% of its trade receivables balances, accounting for approximately 13%, 54% and 25%, respectively. As of December 31, 2021, the Company's clients C and D each accounted for more than 10% of its trade receivables balances, accounting for approximately 37% and 46%, respectively.

NOTE 8 - DISTRIBUTION EXPENSES

	For the year ended December 31,	
	2022	2021
	U.S. dollars (in thousands)	
Labor and benefits	6,530	5,540
Call center	1,229	1,399
Processing fees	9,780	9,730
Third-party content	13,902	12,320
Technical support	8,292	9,677
Other	9,360	6,304
	49,093	44,970

NOTES TO THE FINANCIAL STATEMENTS

NOTE 9 - SELLING, GENERAL AND ADMINISTRATIVE EXPENSES

	For the year ended 31 December	
	2022	2021
	U.S. dollars (in thousands)	
Labor and benefits	473	442
Marketing	282	252
Professional fees	52	213
Travelling	237	86
	1,044	993

Exhibit 1.1

« NeoGames S.A. »
Société anonyme
63-65, rue de Merl
L-2146 Luxembourg
R.C.S. Luxembourg: B186309

Constituée sous la dénomination « Neogames S.à r.l.» suivant acte reçu par **Maître Gérard LECUIT**, alors notaire de résidence à Luxembourg, en date du **23 avril 2014**, publié au Mémorial C, Recueil des Sociétés et Associations numéro 1666 du 27 juin 2014.

Les statuts ont été modifiés en dernier lieu suivant acte reçu par **Maître Henri HELLINCKX**, notaire de résidence à Luxembourg, en date du **14 février 2023**, non encore publié au *Recueil Electronique des Sociétés et Associations* (**RESA**).

STATUTS COORDONNÉS
Au 14 février 2023

ARTICLE 1. Form and name

There exists a public limited liability company (*société anonyme*) under the name of "**NeoGames S.A.**" (the **Company**), governed by the laws of the Grand Duchy of Luxembourg and in particular the law dated 10 August 1915 on commercial companies, as amended (the **Companies Act**) and by the present articles of incorporation (the **Articles**, and a reference to an "Article" shall be construed as a reference to an article of these Articles).

ARTICLE 2. Registered office

2.1 Place and transfer of the registered office

The registered office of the Company is established in the municipality of Luxembourg. It may be transferred within such municipality or to any other place in the Grand Duchy of Luxembourg by a resolution of board of directors of the Company (the **Board**), which is authorised to amend the Articles, to the extent necessary, to reflect the transfer and the new location of the registered office.

2.2 Branches, offices, administrative centres and agencies

The Board shall further have the right to set up branches, offices, administrative centres and agencies wherever it shall deem fit, either within or outside the Grand Duchy of Luxembourg.

ARTICLE 3. Duration

3.1 Unlimited duration

The Company is formed for an unlimited duration.

3.2 Dissolution

The Company may be dissolved, at any time, by a resolution of the general meeting of the shareholders of the Company (the **General Meeting**) adopted in the manner provided for in Article 11 with respect to the amendments of the Articles.

ARTICLE 4. Purpose

The corporate purpose of the Company is to develop activities in relation with iLottery and iGaming solutions and services as well as any related areas. This includes the (i) the acquisition, holding and disposal, in any form, by any means, whether directly or indirectly, of participations, rights and interests in, and obligations of, Luxembourg and foreign companies, (ii) the acquisition by purchase, subscription, or in any other manner, as well as the transfer by sale, exchange or in any other manner of stock, partnership interests, bonds, debentures, notes and other securities or financial instruments of any kind (including notes or parts or units issued by Luxembourg or foreign mutual funds or similar undertakings) and receivables, claims or loans or other credit facilities and agreements or contracts relating thereto, and (iii) the ownership, administration, development and management of a portfolio of assets (including, among other things, the assets referred to in (i) and (ii) above).

The Company may borrow in any form. It may enter into any type of loan agreement and it may issue notes, bonds, debentures, certificates, shares, beneficiary parts, warrants and any kind of debt or equity securities including under one or more issuance programs. The Company may further list all or part of its shares on a regulated or unregulated stock exchange in or outside of the European Union. The Company may lend funds including the proceeds of any borrowings and/or issues of securities to its subsidiaries, affiliated companies or any other company.

The Company may also give guarantees and grant security interests over some or all of its assets including, without limitation, by way of pledge, transfer or encumbrance, in favor of or for the benefit of third parties to secure its obligations or the obligations of its subsidiaries, affiliated companies or any other company.

The Company may enter into, execute and deliver and perform any swaps, futures, forwards, derivatives, options, repurchase, stock lending and similar transactions. The Company may generally use any techniques and instruments relating to investments for the purpose of their efficient management, including, but not limited to, techniques and instruments designed to protect it against credit, currency exchange, interest rate risks and other risks.

The Company may carry out any commercial, industrial, and financial operations, which are directly or indirectly connected with its purpose or which may favor its development. In addition, the Company may acquire and sell real estate properties, for its own account, either in the Grand Duchy of Luxembourg or abroad and it may carry out all operations relating to real estate properties.

In general, the Company may take any controlling and supervisory measures and carry out any operation or transaction which it considers necessary or useful in the accomplishment and development of its purpose.

The descriptions above are to be construed broadly and their enumeration is not limiting. The Company's purpose shall include any transaction or agreement which is entered into by the Company, provided it is not inconsistent with the foregoing matters.

ARTICLE 5. Share capital

5.1 Outstanding share capital

The share capital is set at USD 59,281.69 (fifty-nine thousand two hundred eighty-one United States Dollars and sixty-nine cents), represented by 33,482,447 (thirty-three million four hundred eighty-two thousand four hundred forty-seven) shares, without nominal value.

5.2 Share capital increase and share capital reduction

The share capital of the Company may be increased or reduced by a resolution adopted by the General Meeting in the manner required for amendment of the Articles, as provided for in Article 11.

5.3 Pre-emptive rights

In the case of an issuance of shares in consideration for a payment in cash or an issuance in consideration for a payment in cash of those instruments covered in article 420-27 of the Companies Act, including, without limitation, convertible bonds that entitle their holders to subscribe for or to be allocated with shares, the shareholders shall have pro rata pre-emptive rights with respect to any such issuance in accordance with the Companies Act.

The preferential subscription period is decided by the Board but must be of at least fourteen (14) days as from the date of the publication of the offering in the RESA (Recueil électronique des sociétés et associations) and a journal published in Luxembourg (the **Preferential Subscription Period**).

Third parties may take part in the capital increase at the end of the Preferential Subscription Period, except if the Board decides that preferential subscription rights (the **PSR**) shall be exercised, in proportion to the capital represented by their shares, by the holders of such PSR (the **PSR Holders**) who already exercised their PSR during the Preferential Subscription Period. In that case, the subscription terms of the PSR Holders shall be determined by the Board.

The General Meeting may limit or withdraw the PSR or authorise the Board to do so (as the case may be) under the conditions prescribed for under article 420-26(5) of the Companies Act.

5.4 Contributions to a "capital surplus" account

The General Meeting is authorised to approve capital contributions without the issuance of new shares by way of a payment in cash or a payment in kind or otherwise, on the terms and conditions set by the General Meeting. A capital contribution without the issuance of new shares shall be booked in a "capital surplus" account.

The General Meeting has the option (but not the obligation) to decide that any contribution in cash or in kind made by any shareholder as "capital surplus" will be booked in a specific "capital surplus" account allocated to the relevant shareholder and will be available only (i) for the purpose of distributions, whether by dividend, share redemption or otherwise, to the relevant shareholder or (ii) to be incorporated in the share capital to issue shares corresponding to the relevant shareholder only.

5.5 Authorisation for the Board to increase the share capital

(a) Size of the authorisation

The authorised capital of the Company is set at USD 174,388.19 (one hundred seventy-four thousand three hundred eighty-eight United States Dollars and nineteen cents) (the **Authorised Capital Amount**) represented by a number of shares to be freely determined by the Board, each without nominal value (but with a par accounting value at least equivalent to the par accounting value of the existing shares from time to time).

(b) Conditions of the authorisation

The Board is authorised, during a period starting on 10 November 2020 and expiring on the fifth anniversary of such date (the **Period**), to increase the current share capital up to the Authorised Capital Amount, in whole or in part from time to time: (i) by way of issuance of shares in consideration for a payment in cash, (ii) by way of issuance of shares in consideration for a payment in kind, and/or (iii) by way of capitalisation of distributable profits and reserves, including share premium and capital surplus, with or without an issuance of new shares.

The Board is authorised to determine the terms and conditions attaching to any subscription and issuance of shares pursuant to the authority granted under this Article 5.5, including by setting the time and place of the issuance or the successive issuances of shares, the issue price, with or without share premium, and the terms and conditions of payment for the shares under any documents and agreements including, without limitation, convertible loans, option agreements or stock option plans.

During the Period, the Board is authorised to issue (a) convertible bonds, or any other convertible debt instruments, bonds carrying subscription rights or any other instruments entitling their holders to subscribe for or be allocated with shares, such as, without limitation, warrants (the **Instruments**), and (b) issue shares subject to and effective as of the exercise of the rights attached to the Instruments, until, with respect to both items (a) and (b), the amount of increased share capital that would be reached as a result of the exercice of the rights attached to the Instruments is equal to the authorised share capital and (ii) issue shares pursuant to the exercise of the rights attached to the Instruments until the amount of increased share capital resulting from such issuance of shares is equal to the authorised share capital, at any time, whether or not during the Period; provided that the Instruments are issued during the Period within the limits of the Authorised Capital Amount. The issuance of the shares following the exercise of the rights attached to the Instruments may be carried out by a payment in cash, a payment in kind or a capitalisation of distributable profits and reserves, including share premium and capital surplus during or after the Period.

The Board is authorised to (i) determine the terms and conditions of the Instruments, including the price, the interest rate, the exercise rate, conversion rate or the exchange rate, and the repayment conditions, and (ii) issue such Instruments.

(c) Authorisation to cancel or limit the pre-emptive rights

The Board is authorised to cancel or limit the pre-emptive rights of the shareholders set out in the Companies Act, as reflected in Article 5.3, in connection with an issue of new shares and Instruments made pursuant to the authority granted under this Article 5.5.

(d) Recording of capital increases in the Articles

Article 5 of the Articles shall be amended so as to reflect each increase in share capital pursuant to the use of the authorisation granted to the Board under this Article 5 and the Board shall take or authorise any person to take any necessary steps for the purpose of the recording of such increase and the consequential amendments to the Articles before a notary.

ARTICLE 6. Shares

6.1 Form of the shares

The shares of the Company are in registered form (actions nominatives) only.

6.2 Share register and share certificates

A share register will be kept at the registered office, where it will be available for inspection by any shareholder. Such register shall set forth the name of each shareholder, its residence or elected domicile, the number of shares held by it, the nominal value (if any) or accounting par value paid in on each such share, the issuance of shares, the transfer of shares and the dates of such issuance and transfers. Without prejudice to Article 6.3, the ownership of the registered shares will be established by the entry in this register.

6.3 Deposit

Notwithstanding the foregoing in this Article 6, where shares are recorded in the register of shareholders in the name of or on behalf of a securities settlement system or the operator of such system and recorded as book-entry interests in the accounts of a professional depositary or any sub-depositary (any depositary and any sub-depositary being referred to hereinafter as a **Depositary**), the Company - subject to having received from the Depositary a certificate in proper form - will permit the Depository of such book-entry interests to exercise the rights attaching to the shares corresponding to the book-entry interests of the relevant shareholder, including receiving notices of general meetings, admission to and voting at general meetings, and shall consider the Depository to be the direct holder of the shares corresponding to the book-entry interests for all purposes in these Articles. The Board may determine the formal requirements with which such certificates must comply.

Notwithstanding the other provisions of these Articles, the Company will make any and all payments (including any dividend payments and any other distributions) in respect of shares recorded in the name of a Depositary, or deposited with any of them, as the case may be, whether in cash, shares or other assets, only to such Depositary, or otherwise in accordance with such Depositary's instructions, and that payment shall release the Company from any and all obligations for such payments.

6.4 Ownership and co-ownership of shares

The Company will recognise only one holder per share. In the event that a share is held by more than one person, the Company has the right to suspend the exercise of all rights attached to that share until one person has been appointed as sole holder in relation to the Company. The person appointed as the sole holder of the shares towards the Company in all matters by all the joint holders of those shares shall be named first in the register.

Only the joint holder of a share first named in the register, as appointed by all the joint holders of such share, shall be entitled, in its capacity as sole holder towards the Company of that share jointly held, to exercise the rights attached to such share, including without limitation: (i) to be served notices by the Company, including convening notices relating to general meetings, (ii) to attend general meetings and to exercise the voting rights attached to the share jointly held at any such meetings, and (iii) to receive dividend payments in respect of the share jointly held.

6.5 Share redemptions

Without prejudice to Article 6.3 above, the Company may redeem its own shares within the limits set forth by law.

Any shares redeemed in accordance with this Article 6.5 may be cancelled or held for an unlimited duration as treasury shares by the Company without any voting rights and, unless otherwise decided, as the case may be, by the Board or the General Meeting without any right to any distributions whatsoever, in which case the distributions otherwise payable under such treasury shares will be allocated, and become payable, on a pro rata basis to the benefit of the remaining outstanding shares).

Such treasury shares may be distributed at any time to existing shareholders (it being understood that no preferential subscription rights or equivalent shall apply in this event) or third parties, subject to compliance with the Company's corporate interest, by a decision of the Board.

6.6 Suspension of rights of shareholders

If at any time the Company determines that a Shareholder Regulatory Event has occurred, it may at any time, by written notice (a **Shareholder Regulatory Event Notice**) to the holder(s) of any interest(s) in any shares (the **Relevant Shares**) in the Company to whom a Shareholder Regulatory Event relates (or to whom the Company reasonably believes it to relate), in its absolute discretion with immediate effect (or with effect from such date as is specified in such Shareholder Regulatory Event Notice), suspend one or more of the following rights attaching to such Relevant Shares (and the holder of such Relevant Shares shall be deemed to have irrevocably waived):

(a) the voting rights attached to the Relevant Shares, in accordance with article 450-1 (9) of the Companies Act;

(b) the right to receive any payment or distribution (whether by way of dividend, interest, or otherwise) in respect of any Relevant Shares, or receive any other form of remuneration, including for services rendered; and

(c) the right to the subscribe to any further issuance of shares (and consequently to not exercise any preferential subscription rights) or other securities in respect of the Relevant Shares.

6.7 Required disposal of Disposal Shares

If at any time the Company determines that a Shareholder Regulatory Event has occurred it may, in its absolute discretion at any time, by written notice (a **Disposal Notice**) to a holder of any interest(s) in any shares in the Company to whom the Shareholder Regulatory Event relates (or to whom the Company reasonably believes it to relate), require the recipient of the Disposal Notice or any person named therein as interested in (or reasonably believed to be interested in) shares of the Company to dispose of such number of shares as is specified in the Disposal Notice (the **Disposal Shares**) and for evidence in a form reasonably satisfactory to the Company that such disposal shall have been effected to be supplied to the Company within fourteen (14) days (or such other time required by a Gambling Regulatory Authority) from the date of the Disposal Notice or within such other period as the Company shall (in its absolute discretion) consider reasonable. The Company may withdraw a Disposal Notice so given whether before or after the expiration of the period referred to therein if it appears to the Company that the ground or purported grounds for its service do not exist or no longer exist.

6.8 Right of Company to sell Disposal Shares

If a Disposal Notice is not complied with in accordance with its terms or otherwise not complied with to the satisfaction of the Company within the time specified, and has not been withdrawn, the Company shall, in its absolute discretion, be entitled, (a) so far as it is able, to dispose (or procure the disposal) of the Disposal Shares to a designated third party at the highest price reasonably obtainable by the Company or its agents in the circumstances (or such amount permitted by the Gambling Regulatory Authority) and shall give written notice of any such disposal to those persons on whom the Disposal Notice was served, and/or (b) subject to all applicable law and regulation, to acquire the Disposal Shares by way of a redemption in accordance with applicable law.

Any such disposal by the Company shall be completed as soon as reasonably practicable after expiry of the time specified in the Disposal Notice and, in any event, within ninety (90) days after the expiry of the time specified in the Disposal Notice provided that a disposal may be suspended during any period when dealings by the directors in the Company's shares are not permitted by applicable law or regulation but any disposal of Disposal Shares so suspended shall be completed within thirty (30) days after the expiry of the period of such suspension. To the extent necessary, the holder of the Disposal Shares grants an irrevocable power of attorney to the Company (and any of its directors, officer, employee or agent) to carry out any action and execute any document necessary or useful in relation to the disposal of the Disposal Shares.

6.9 Steps to be taken in connection with the sale of Disposal Shares

Neither the Company nor any director, officer, employee or agent of the Company shall be liable to any holder of or any person having any interest in Disposal Shares disposed of in accordance with Articles 6.6 to 6.11 (inclusive) or to any other person provided that, in disposing of such Disposal Shares, the Company acts in good faith within the time periods specified above. For the purpose of effecting any disposal of Disposal Shares held in uncertificated form, the Company may make such arrangements on behalf of the registered holder of the Disposal Shares as it may think fit to transfer title to those shares through a relevant system. For the purpose of effecting any disposal of Disposal Shares held in certificated form, the Company may authorise in writing any, director, officer, employee or agent of the Company to execute any necessary transfer on behalf of the registered holder(s) and may issue a new share certificate or other document of title to the purchaser and enter the name of the transferee in the register. The net proceeds of any such disposal shall be received by the Company whose receipt shall be a good discharge for the purchase money and shall be paid (without interest being payable thereon) to the former registered holder of the Disposal Shares upon surrender by him of all relevant share certificate(s) or other documents of title in respect of such Disposal Shares. The transferee shall not be bound to see the application of such proceeds and once the name of the transferee has been entered into the register in respect of the Disposal Shares, the validity of the transfer of the Disposal Shares shall not be questioned. Any delay on the part of the Company in exercising any or all of its rights under Articles 6.6 to 6.11 (inclusive) shall not in any way invalidate the transfer of any Disposal Shares made hereunder or any other steps undertaken in connection therewith. Save as otherwise specifically provided by Articles 6.6 to 6.11 (inclusive), the manner, timing and terms of any disposal of Disposal Shares by (or on behalf of) the Company shall be determined by the Company and the Company may take advice from such persons as are considered by it to be appropriate as to the manner, timing and terms of any such disposal. The holder(s) of the Relevant Shares to whom such Shareholder Regulatory Event relates shall be liable to reimburse the Company for all expenses incurred by the Company in performing its obligations and exercising its rights hereunder, including attorney's fees.

6.10 Meaning of Shareholder Regulatory Event

For the purposes of Articles 6.6 to 6.11 (inclusive), a **Shareholder Regulatory Event** shall occur if:

(a) a Gambling Regulatory Authority informs the Company or any member of its group that any member of the Company or any person interested or believed to be interested in shares of the Company is for whatever reason:

(i) unsuitable to be a person interested in shares of the Company;

(ii) not licensed or qualified to be a person interested in shares of the Company;

(iii) disqualified as a holder of interests in shares of the Company, under any legislation regulating the operation of any gambling activity or any activity ancillary or related thereto undertaken or to be undertaken by the Company or any member of its group or any other company, partnership, body corporate or other entity in which the Company or any member of its group is interested; or

(iv) failing to reasonably cooperate fully with an investigation by a Gambling Regulatory Authority which as a result jeopardizes the Company's ability to obtain or maintain any license or registration.

(b) a Gambling Regulatory Authority by reason, in whole or in part, of the interest of any person or persons in shares of the Company (or by its belief as to the interest of any person or persons in such shares) has:

(i) refused, revoked, cancelled, opposed, or indicated to the Company or any member of its group or any other company, partnership, body corporate or other entity in which the Company or any member of its group is interested that it will or is likely to or may refuse, revoke, cancel or oppose, in relation to; or

(ii) imposed any condition or limitation which may have a material adverse impact upon the operation of any gambling activity or any activity ancillary or related thereto undertaken or to be undertaken by the Company or other entity in which the Company or any member of its group is interested, or upon the benefit of which the Company or any other member of its group derives or is likely to derive from the operation by any other member of its group or any other company, partnership, body corporate, or other entity in which the Company or any member of its group is interested in any gambling activity or any activity ancillary or related thereto or indicated to the Company or any member of its group or any such other company, partnership, body corporate or other entity that it will or is likely to or may impose any such condition or limitation, in relation to,

the grant, renewal, or the continuance of any registration, licence, approval, finding of suitability, consent, or certificate required by any legislation regulating (or code of conduct or practice recognised or endorsed by the Gambling Regulatory Authority relevant to) the operation of any gambling activity or any activity ancillary or related thereto undertaken or to be undertaken by the Company or any member of its group or any other company, partnership, body corporate or other entity in which the Company or any member of its group is interested, which is held by or has been applied for by the Company or any member of its group or other such person.

6.11 Interpretation of provisions regarding Shareholder Regulatory Event

For the purpose of Articles 6.6 to 6.11 (inclusive):

(a) the Company may, in determining the reason for any action or potential action of a Gambling Regulatory Authority, have regard to any statements or comments made by any members, officers, employees or agents of the Gambling Regulatory Authority whether or not such statements or comments form part of or are reflected in any official determination issued by the Gambling Regulatory Authority, and may act notwithstanding any appeal in respect of the decision of any Gambling Regulatory Authority;

(b) a **Gambling Regulatory Authority** means any authority wherever located (whether a government department, independent body established by legislation, a government, self-regulating organisation, court, tribunal, commission, board, committee or otherwise) vested with responsibility (with or without another or others) for the conduct of any gambling activity or any activity ancillary, or related thereto;

(c) the Board may exercise the powers of the Company under Articles 6.6 to 6.11 (inclusive) and any powers, rights or duties conferred by Articles 6.6 to 6.11 (inclusive) on the Company and exercisable by the Board may be exercised by a duly authorised committee of the Board or any person(s) to whom authority has been delegated by the Board or any such committee of the Board, as applicable;

(d) any resolution or determination of, or any decision or the exercise of any discretion or power under Articles 6.6 to 6.11 (inclusive) by the Company, the Board, a duly authorised committee of the Board or any person to whom authority has been delegated thereby shall be final and conclusive and binding on all concerned, and neither the Company, the Board, nor any person acting under the authority thereof shall be obliged to give any reason(s) therefor;

(e) **gambling activity or any activity ancillary or related thereto** includes (but is not limited to) the provision of online services to customers in connection with such activity or activities and shall include the provision of financial services.

ARTICLE 7. Transfer of registered shares

A transfer of registered shares may be effected by a written declaration of transfer entered in the share register of the Company, such declaration of transfer to be executed by the transferor and the transferee or by persons holding suitable powers of attorney, and in accordance with the provisions applying to the transfer of claims provided for in article 1690 of the Luxembourg civil code.

The Company may also accept as evidence of transfer other instruments of transfer evidencing the consent of the transferor and the transferee to the satisfaction of the Company.

ARTICLE 8. Debt securities

Debt securities issued by the Company shall be in registered form only.

ARTICLE 9. Powers of the General Meeting

In the case of a plurality of shareholders, any regularly constituted General Meeting shall represent the entire body of shareholders of the Company.

ARTICLE 10. Annual general meeting of the shareholders – Other meetings

The annual general meeting shall be held, in accordance with Luxembourg law, in the Grand Duchy of Luxembourg at the address of the registered office of the Company or at such other in the Grand Duchy of Luxembourg and at such time as specified in the convening notice of the meeting.

Other general meetings may be held at such a place and time as are specified in the respective convening notices of the relevant meetings.

ARTICLE 11. Notice, quorum, convening notices, powers of attorney and vote

11.1 Right and obligation to convene a general meeting

The Board, as well as the internal auditors, if any, may convene a general meeting. They shall be obliged to convene it so that it is held within a period of one month, if shareholders representing one-tenth of the capital require this in writing, with an indication of the agenda. One or more shareholders representing at least one-tenth of the subscribed capital may request that the entry of one or more items be added to the agenda of any general meeting. This request must be addressed to the Company at least five (5) days before the relevant general meeting.

11.2 Procedure to convene a general meeting

General Meetings shall be convened in accordance with the provisions of the Companies Act and as long as the shares of the Company are listed on a foreign stock exchange, in accordance with the requirements of such foreign stock exchange applicable to the Company.

If all the shareholders of the Company are present or represented at a general meeting, and consider themselves as being duly convened and informed of the agenda of the general meeting set by the Board or by the internal auditors, as the case may be, the general meeting may be held without prior notice.

The documents mentioned under article 461-6 of the Companies Act shall be made available at the registered office of the Company for inspection by the shareholders at least eight (8) days prior to the general meeting.

11.3 Voting rights attached to the shares

Each share entitles its holder to one vote (provided that the Board may impose a record date formality in the convening notice which shall condition the exercise of the voting right).

The Board may, in its sole discretion, suspend the voting rights of any shareholder in the case that such shareholder has, by action or omission, failed to fulfil its obligations under the Articles or under its subscription agreement.

Any shareholder may, partly or entirely, waive the exercise of its voting rights with respect to some or all of its shares. Such waiver will be binding on the relevant shareholder and will be enforceable towards the Company following its notification by the relevant shareholder in writing.

11.4 Quorum, majority requirements and reconvening of general meeting for lack of quorum

Except as otherwise required by law or by these Articles, resolutions at a general meeting will be passed by the majority of the votes expressed by the shareholders present or represented, no quorum of presence being required.

However, resolutions to amend the Articles or to change the nationality of the Company may only be passed in a general meeting where at least one half of the share capital is represented (the **Presence Quorum** provided that shares with waived/suspended voting rights shall not be considered for such quorum calculation) and the agenda indicates the proposed amendments to the Articles and, as the case may be, the text of those which pertain to the purpose or the form of the Company. If the Presence Quorum is not reached, a second meeting may be convened by an announcement filed with the Trade and Companies Register and published in the RESA (Recueil électronique des sociétés et associations) and in a Luxembourg newspaper at least fifteen (15) days before the relevant meeting. Such convening notice shall reproduce the agenda and indicate the date and the results of the previous general meeting. The second general meeting shall deliberate validly regardless of the proportion of the capital represented. At both meetings, resolutions, in order to be passed, must be carried by at least two-thirds of the votes expressed at the relevant general meeting.

In calculating the majority with respect to any resolution at a general meeting, the votes expressed shall not include the votes relating to shares in which the shareholder abstains from voting, casts a blank (blanc) or spoilt (nul) vote or does not participate.

The commitments of the shareholders may only be increased with the unanimous vote of all the shareholders.

11.5 Participation by proxy

A shareholder may act at any general meeting by appointing another person, who need not be a shareholder, as its proxy in writing. Copies of written proxies that are transmitted by telefax or e-mail may be accepted as evidence of such written proxies at a general meeting. In order to be taken into account, a copy of the proxy must be received by the Company before the relevant general meeting at such time as specified in the convening notice.

11.6 Vote by correspondence

The shareholders may vote in writing (by way of a voting bulletin provided that the written voting bulletins include: (i) the name, first name, address and signature of the relevant shareholder, (ii) an indication of the shares for which the shareholder will exercise such right, (iii) the agenda as set forth in the convening notice with the proposals for resolutions relating to each agenda item-, and (iv) the vote (approval, refusal, abstention) on the proposals for resolutions relating to each agenda item. In order to be taken into account, a copy of the voting bulletins must be received by the Company before the relevant general meeting at such time as specified in the convening notice.

11.7 Participation in a general meeting by conference call, video conference or similar means of communications

Any shareholder may participate in a general meeting by conference call, video conference or similar means of communication, as shall be determined by the Board, whereby: (i) the shareholders attending the meeting can be identified, (ii) all persons participating in the meeting can hear and speak to each other, (iii) the transmission of the meeting is performed on an ongoing basis, and (iv) the shareholders can properly deliberate. Participation in a meeting by such means shall constitute presence in person at such meeting.

11.8 Bureau

The president chairman of the Board presides at the general meeting as chairman. The chairman shall appoint a secretary and the shareholders shall appoint a scrutineer. The chairman, the secretary and the scrutineer together form the bureau of the general meeting.

11.9 Minutes and certified copies

The minutes of the general meeting will be signed by the members of the bureau of the general meeting and by any shareholder who wishes to do so.

However, where decisions of the general meeting have to be certified, copies or extracts for use in court or elsewhere must be signed by the chairman of the Board or by any two (2) other directors.

ARTICLE 12. Management

12.1 Minimum number of directors and term of directorship

The General Meeting shall determine the number of directors, their remuneration and their term of office providing that (i) there must be at least three (3) and no more than nine (9) directors in the Company and (ii) the members of the Board shall be elected for a term not exceeding six (6) years and shall be eligible for re-election.

12.2 Permanent representative

Where a legal entity is elected as a director (the **Legal Entity**), the Legal Entity must designate a natural person as permanent representative (représentant permanent) who will represent the Legal Entity as a member of the Board in accordance with article 441-3 of the Companies Act.

12.3 Election, removal and vacancy

The director(s) shall be elected by the General Meeting.

A director may be removed with or without cause and/or replaced, at any time, by a resolution adopted by the General Meeting.

In the event of vacancy in the office of one or more directors because of death, resignation or otherwise, the remaining directors may elect at a meeting of the Board the director(s), by a majority vote, to fill such vacancy or vacancies, as the case may be, until the following general meeting.

12.4 Right to nominate

For as long as Barak Matalon, Aharon Aran, Eliyaho Azur, and Pinhas Zahavi, (the **Founding Shareholders**) own in the aggregate at least 40% of the issued and outstanding share capital of the Company, a number of directors equal to 50% of the total number of directors will be elected by the General Meeting from nominees selected by the Founding Shareholders.

For so long as the Founding Shareholders own in the aggregate less than 40% of the issued and outstanding share capital of the Company, but still own in the aggregate at least 25% of the issued and outstanding share capital of the Company, a number of directors equal to 33% of the total number of directors will be elected by the General Meeting from nominees selected by the Founding Shareholders.

For the purposes of paragraphs 1 and 2 of this Article 12.4, should the number of directors to be elected from nominees selected by the Founding Shareholders be a fractional number, such number shall be rounded down to the nearest whole number.

For so long as the Founding Shareholders own in the aggregate less than 25% of the issued and outstanding share capital of the Company, but still own in the aggregate at least 15% of the issued and outstanding share capital of the Company, one director will be elected by the General Meeting from nominees selected by the Founding Shareholders.

If the Founding Shareholders own in the aggregate less than 15% of the issued and outstanding share capital of the Company, their rights to nominate directors for election shall be the same as any other shareholder.

Where the Founding Shareholders have the right to nominate (for election by the General Meeting) members of the Board pursuant to this Article 12.4, no other shareholder shall be entitled to nominate members of the Board for election to those Board seats.

ARTICLE 13. Meetings of the Board

13.1 Chairman

The Board may appoint a chairman (the **Chairman**) from among its members and may choose a secretary, who need not be a director, and who shall be responsible for keeping the minutes of the meetings of the Board. The Chairman will chair all meetings of the Board. In his/her absence, the other members of the Board will appoint another chairman pro tempore who will chair the relevant meeting by simple majority vote of the directors present or represented at such meeting.

13.2 Observer

The Board may allow the appointment of one or more observers to the Board, who will be entitled to attend each Board meeting of the Company and any committee thereof, and receive the written materials provided to the Board members, but shall not have any voting rights at any meeting of the Board or any committee thereof.

Any observer must keep confidential all information and documents received in such capacity and undertakes the same towards the Company.

13.3 Procedure to convene a board meeting

The Board shall meet upon call by the Chairman or any two directors at the place indicated in the meeting notice.

Written meeting notice of the Board shall be given to all the directors (and, in relation to meetings to which she/he is entitled to participate, the Observer) at least twenty-four (24) hours in advance of the day and the hour set for such meeting, except in circumstances of emergency, in which case the nature of such circumstances shall be set forth briefly in the convening notice of the meeting of the Board.

No such written meeting notice is required if all the members of the Board are present or represented during the meeting and if they state they have been duly informed and have had full knowledge of the agenda of the meeting. In addition, if all the members of the Board are present or represented during the meeting and they agree unanimously to set the agenda of the meeting, the meeting may be held without having been convened in the manner set out above.

A member of the Board may waive the written meeting notice by giving his/her consent in writing. Copies of consents in writing that are transmitted by telefax or e-mail may be accepted as evidence of such consents in writing at a meeting of the Board. Separate written notice shall not be required for meetings that are held at times and at places determined in a schedule previously adopted by a resolution of the Board.

13.4 Participation by conference call, video conference or similar means of communication

Any director may participate in a meeting of the Board by conference call, video conference or by similar means of communication whereby: (i) the directors attending the meeting can be identified, (ii) all persons participating in the meeting can hear and speak to each other, (iii) the transmission of the meeting is performed on an ongoing basis, and (iv) the directors can properly deliberate. Participation in a meeting by such means shall constitute presence in person at such meeting. A meeting of the Board held by such means of communication will be deemed to be held in Luxembourg.

13.5 Proceedings

(a) Quorum and majority requirements

The Board may validly deliberate and make decisions only if at least one half of its members are present or represented. Decisions are made by the majority of the votes expressed by the members present or represented. If a member of the Board abstains from voting or does not participate to a vote, this abstention or non participation are not taken into account in calculating the majority.

(b) Participation by proxy

Any member of the Board may act at any meeting of the Board by appointing in writing another director as his or her proxy, under the condition however that at least two directors are present at the meeting. Copies of written proxies that are transmitted by telefax or by e-mail may be accepted as evidence of such written proxies at a meeting of the Board.

(c) Casting vote of Chairman

In the case of a tied vote, the Chairman or the chairman pro tempore, as the case may be, shall have a casting vote.

13.6 Conflicts of interest

(a) Procedure regarding a conflict of interest

In the event that a director of the Company has, directly or indirectly, a financial interest opposite to the interest of the Company in any transaction of the Company that is submitted to the approval of the Board, such director shall immediately make known to the Board such opposite interest at that board meeting and shall cause a record of his statement to be included in the minutes of the meeting. The director may not take part in the deliberations relating to that transaction, will not count in the quorum, and may not vote on the resolutions relating to that transaction. The transaction and the director’s interest therein, shall be reported to the following general meeting.

(b) Exceptions regarding a conflict of interest

Article 13.6(a) does not apply to resolutions of the board of directors concerning transactions made in the ordinary course of business of the Company which are entered into on arm's length terms.

A Director of the Company who serves as director, manager, officer or employee of any company or firm with which the Company shall contract or otherwise engage in business shall not, solely by reason of such affiliation with such other company or firm, be held as having an interest opposite to the interest of the Company for the purpose of this Article 13.6.

(c) Impact on quorum

Where, by reason of a conflict of interest, the number of directors required in order to validly deliberate and vote is not met, the Board may decide to submit the decision on this specific item to the General Meeting.

13.7 Written resolutions

Notwithstanding the foregoing, a resolution of the Board may also be passed in writing. Such resolution shall consist of one or more documents containing the resolutions, signed by each director, manually or electronically by means of an electronic signature which is valid under Luxembourg law. The date of such resolution shall be the date of the last signature.

ARTICLE 14. Minutes of meetings of the Board

14.1 Signature of board minutes

The minutes of any meeting of the Board shall be signed by the Chairman or the chairman pro tempore, as the case may be or by all the directors present at such meeting.

14.2 Signature of copies or extracts of board minutes

Copies or extracts of minutes or resolutions in writing from the Board, which may be produced in judicial proceedings or otherwise shall be signed by the Chairman, or any two members of the Board.

ARTICLE 15. Powers of the Board

The Board is vested with the broadest powers to perform or cause to be performed any actions necessary or useful in connection with the purpose of the Company. All powers not expressly reserved by the Companies Act or by the Articles to the General Meeting fall within the authority of the Board.

ARTICLE 16. Delegation of powers

16.1 Daily management

The Board may appoint one or more persons (délégué à la gestion journalière), who may be a shareholder or not, or who may be a member of the Board or not, who shall have full authority to act on behalf of the Company in all matters pertaining to the daily management and affairs of the Company.

16.2 General director (directeur général)/management committees (comités de direction)

The management of the Company may be delegated to a general director (directeur général) or to a management committee (comité de direction).

When a general director (directeur général) or a management commitee (comité de direction) is appointed, the Board is in charge of the supervision and control of the general director (directeur général) or management commitee (comité de direction).

16.3 Permanent representative of the Company

The Board may appoint a person, who may be a shareholder or not, and who may be a director or not, as permanent representative for any entity in which the Company is appointed as a member of the board of directors. This permanent representative will act with all discretion, in the name and on behalf of the Company, and may bind the Company in its capacity as a member of the board of directors of any such entity.

16.4 Delegation to perform specific functions

The Board is also authorised to appoint a person, either a director or not, for the purposes of performing specific functions at every level within the Company.

16.5 Delegation to special committees

The Board may decide to put in place special committees. The composition of the special committees and the powers conferred to them are determined by the Board. The special committees perform their duties under the Board’s responsibility.

ARTICLE 17. Binding signatures

17.1 Signatory powers of directors

The Company shall be bound towards third parties in all matters by the joint signatures of any two members of the Board.

17.2 Specific signatory powers

The Company will be bound by the sole signature or the joint signatures of any person(s) or committees to whom specific signatory powers is granted by the Board of the Company, only within the limits of such powers.

ARTICLE 18. Indemnification

Subject to applicable laws, the Company shall indemnify all of its directors and officers, past and present, to the fullest extent permitted by Luxembourg law, against liabilities and all expenses reasonably incurred or paid by him or her in connection with any claim, action, suit, or proceeding in which he or she is involved by virtue of him or her being or having been a director or officer of the Company and against amounts paid or incurred by him or her in the settlement thereof.

ARTICLE 19. Internal auditor(s) (commissaire(s)) - Approved statutory auditor(s) (réviseur-(s) d'entreprises agréé-(s) or cabinet de révision agréé)

19.1 Internal auditor (commissaire)

The operations of the Company shall be supervised by one or more internal auditor(s) (commissaire(s)). The internal auditor(s) shall be appointed for a term not exceeding six (6) years and shall be eligible for re-appointment.

The internal auditor(s) will be appointed by the General Meeting, which will determine their number, their remuneration and the term of their office. The internal auditor(s) in office may be removed at any time by the General Meeting with or without cause.

19.2 Approved statutory auditor (réviseur d'entreprises agréé or cabinet de révision agréé)

However, no internal auditor(s) shall be appointed if, instead of appointing one or more internal auditor(s), one or more approved statutory auditors (réviseurs d'entreprises agrées or cabinets de révision agrées) are appointed by the General Meeting to perform the statutory audit of the annual accounts in accordance with applicable Luxembourg law. The approved statutory auditor(s) shall be appointed by the General Meeting in accordance with the terms of a service agreement to be entered into from time to time by the Company and the approved statutory auditor(s). The approved statutory auditor(s) may only be removed by the General Meeting for serious causes (motifs graves).

ARTICLE 20. Accounting year

The accounting year of the Company shall begin on 1 January and shall end on 31 December of each year.

ARTICLE 21. Annual accounts

21.1 Responsibility of the Board

The Board shall draw up the annual accounts of the Company that shall be submitted to the approval of the General Meeting at the annual general meeting.

21.2 Submission of the annual accounts to the internal auditor(s)

At the latest one (1) month prior to the annual general meeting, the Board will submit the annual accounts together with the report of the Board (if any) and such other documents as may be required by law to the internal auditor(s) of the Company, or the approved statutory auditor(s), as the case may be, who will thereupon draw up its (their) report(s).

21.3 Availability of documents at the registered office

At the latest eight (8) days prior to the annual general meeting, the annual accounts, the report(s) of the Board (if any) and of the internal auditor(s) or the approved statutory auditor(s), as the case may be, and such other documents as may be required by law shall be deposited at the registered office of the Company, where they will be available for inspection by the shareholders during regular business hours.

ARTICLE 22. Allocation of results

22.1 Allocation to the legal reserve

From the annual net profits of the Company (if any), five per cent (5%) shall be allocated to the reserve required by law. This allocation shall cease to be required once such legal reserve amounts to ten per cent (10%) of the share capital of the Company, but shall again be compulsory if the legal reserve falls below ten per cent (10%) of the share capital of the Company.

22.2 Allocation of results by the General Meeting at the annual general meeting

At the annual general meeting, the General Meeting shall decide on the allocation of the annual results and the declaration and payments of dividends, as the case may be, in accordance with Article 22.1 and the rules regarding distributions set out in this Article 22.

22.3 Rules regarding distributions

Distributions to the shareholders, whether by dividend, share redemption or otherwise, out of profits and distributable reserves available for that purpose, including share premium and "capital surplus", if and when decided by the General Meeting, shall be made on all the shares on a pro rata basis.

22.4 Interim dividends

In accordance with article 461-3 of the Companies Act interim dividends may be distributed, at any time, by the Board under the following cumulative conditions:

(i) an interim accounting situation (état comptable) is drawn up by the Board (the **Interim Accounting Statement**) (the Interim Accounting Statement shall be verified by an internal auditor (commissaire) or approved statutory auditor (réviseur d'entreprises agréé), as the case may be);

(ii) this Interim Accounting Statement shows that sufficient profits and other reserves (including without limitation share premium and capital surplus) are available for distribution, it being understood that the amount to be distributed may not exceed profits made since the end of the last financial year for which the annual accounts have been approved, if any, increased by carried forward profits and distributable reserves, and decreased by carried forward losses and the amount to be allocated to the legal reserves;

(iii) the decision to distribute interim dividends must be taken by the Board within two (2) months from the date of the Interim Accounting Statement; and

(iv) the rights of the creditors of the Company are not threatened, taking into account the assets of the Company.

Where the interim dividends paid exceed the distributable profits at the end of the financial year, the relevant excess as acknowledged at the annual general meeting, shall, unless otherwise decided by the Board at the time of the dividend declaration, be deemed to be an advance payment for future dividends.

22.5 Payment of dividends

Dividends may be paid in euro or any other currency chosen by the Board and they may be paid at such places and times as may be determined by the Board within the limits of any decision made by the General Meeting (if any).

Dividends may be paid in kind in assets of any nature, and the valuation of those assets shall be set by the Board according to valuation methods determined at its discretion.

ARTICLE 23. Dissolution and liquidation

23.1 Principles regarding the dissolution and the liquidation

The Company may be dissolved, at any time, by a resolution of the General Meeting adopted in the manner required for amendment of the Articles, as set out in Article 11. In the event of a dissolution of the Company, the liquidation shall be carried out by one or more liquidators (who may be physical persons or legal entities) appointed by the General Meeting deciding such liquidation. The General Meeting shall also determine the powers and the remuneration of the liquidator(s).

23.2 Distribution of liquidation surplus

Under the liquidation of the Company, the surplus assets of the Company available for distribution among shareholders shall be distributed on all the shares on a pro rata basis, by way of advance payments or after payment (or provisions, as the case may be) of the Company's liabilities.

ARTICLE 24. Federal jurisdiction clause

Unless the Company consents in writing to the selection of an alternative forum, and without prejudice to any forum that would be appropriate or mandatory per applicable laws to hear any other claims, the federal district courts of the United States of America shall be the exclusive forum for the resolution of any complaint asserting a cause of action arising under the U.S. Securities Act of 1933, as amended. Any person or entity purchasing or otherwise acquiring any interest in any security of the Company shall be deemed to have notice of and consented to this Article 24. Notwithstanding the foregoing, the provisions of this Article 24 shall not apply to suits brought to enforce any liability or duty created by the U.S. Securities Exchange Act of 1934, as amended, or any other claim for which the federal courts of the United States have exclusive jurisdiction. If any provision or provisions of this Article 24 shall be held to be invalid, illegal or unenforceable as applied to any circumstance for any reason whatsoever, (a) the validity, legality and enforceability of such provisions in any other circumstance and of the remaining provisions of this Article 24 shall not in any way be affected or impaired thereby and (b) the application of such provision to other persons or entities and circumstances shall not in any way be affected or impaired thereby.

ARTICLE 25. Applicable law

All matters not expressly governed by the Articles shall be determined in accordance with Luxembourg law.

SUIT LA VERSION FRANÇAISE DU TEXTE QUI PRÉCÈDE:

ARTICLE 1. Forme et dénomination

Il est établi une société anonyme sous la dénomination de « **NeoGames S.A.** » (la **Société**), régie par les lois du Grand-Duché de Luxembourg et, en particulier, par la loi du 10 août 1915 sur les sociétés commerciales, telle que modifiée (la **Loi de 1915**), et par les présents statuts (les **Statuts**, et toute référence à un « Article » s'entend comme une référence à un article de ces Statuts).

ARTICLE 2. Siège social

2.1 Lieu et transfert du siège social

Le siège social de la Société est établi dans la commune de Luxembourg. Il peut être transféré dans cette commune ou en tout autre lieu au Grand-Duché de Luxembourg par simple décision du conseil d'administration de la Société (le **Conseil d'Administration**), qui est autorisé à modifier les Statuts, dans la mesure nécessaire, pour prendre en compte le transfert et la nouvelle localisation du siège social.

2.2 Succursales, bureaux, centres administratifs et agences

Le Conseil d'Administration a par ailleurs le droit de créer des succursales, bureaux, centres administratifs et agences en tous lieux appropriés, tant au Grand-Duché de Luxembourg qu'à l'étranger.

ARTICLE 3. Durée de la société

3.1 Durée illimitée

La Société est constituée pour une période indéterminée.

3.2 Dissolution

La Société peut être dissoute, à tout moment, en vertu d'une résolution de l'assemblée générale des actionnaires de la Société (l'**Assemblée Générale**) statuant, tel que prévu à l'Article 11, comme en matière de modification des Statuts.

ARTICLE 4. Objet social

L'objet de la Société est de développer des activités en relation avec des solutions et services de iLottery et de iGaming, ainsi que tous domaines s'y rapportant. Cela inclut (i) l'acquisition, la détention et la cession, sous quelque forme que ce soit et par tous moyens, par voie directe ou indirecte, de participations, droits, et intérêts, ainsi que les obligations de sociétés luxembourgeoises ou étrangères, (ii) l'acquisition par achat, souscription ou de toute autre manière, ainsi que l'aliénation par vente, échange ou de toute autre manière, de titres de capital, parts d'intérêts, obligations, créances, billets et autres valeurs ou instruments financiers de toutes espèces (notamment d'obligations ou de parts émises par des fonds communs de placement luxembourgeois ou étrangers, ou tout autre organisme similaire), de prêts ou toute autre ligne de crédit, ainsi que les contrats y relatifs et (iii) la propriété, l'administration, le développement et la gestion d'un portefeuille d'actifs (composé notamment des actifs décrits aux points (i) et (ii) ci-dessus).

La Société peut emprunter sous quelque forme que ce soit. Elle peut être partie à tout type de contrat de prêt et elle peut procéder à l'émission de titres de créance, d'obligations, de certificats, d'actions, de parts bénéficiaires, de warrants et de tous types de titres de dettes et de titres de capital, y compris en vertu d'un ou plusieurs programmes d'émission. La Société peut également coter toutes ou une partie de ses actions sur des marchés réglementés ou non-réglementés dans ou à l'extérieur de l'Union Européenne. La Société peut prêter des fonds, y compris ceux résultant d'emprunts et/ou d'émissions de titres à ses filiales, à ses sociétés affiliées et à toute autre société.

La Société peut également consentir des garanties et octroyer des sûretés réelles portant sur tout ou partie de ses biens, sans limitation, notamment par voie de nantissement, cession, ou en grevant de charges tout ou partie de ses biens au profit de tierces personnes afin de garantir ses obligations ou les obligations de ses filiales, de ses sociétés affiliées ou de toute autre société.

La Société peut conclure, délivrer et exécuter toutes opérations de swaps, opérations à terme (futures et forwards), opérations sur produits dérivés, marchés à prime (options), opérations de rachat, prêts de titres ainsi que toutes autres opérations similaires. La Société peut, de manière générale, employer toutes techniques et instruments liés à des investissements en vue de leur gestion efficace, y compris mais de façon non limitative, des techniques et instruments destinés à la protéger contre les risques de crédit, de change, de taux d'intérêt et autres risques.

La Société peut accomplir toutes les opérations commerciales, industrielles et financières se rapportant directement ou indirectement à son objet ou susceptibles de favoriser son développement. De plus, la Société peut faire l'acquisition et procéder à la vente de propriétés immobilières pour son compte, tant au Grand-Duché de Luxembourg qu'à l'étranger et elle peut réaliser toutes les opérations afférentes à ces propriétés immobilières.

D'une façon générale, la Société peut prendre toutes mesures de surveillance et de contrôle et effectuer toute opération ou transaction qu'elle considère nécessaire ou utile pour l'accomplissement et le développement de son objet social.

Les descriptions ci-dessus doivent être interprétées dans leur sens le plus large et leur énumération n'est pas restrictive. L'objet social de la Société couvre toutes les opérations auxquelles la Société participe et tous les contrats passés par la Société, dans la mesure où ils restent compatibles avec l'objet social décrit ci-avant.

ARTICLE 5. Capital social

5.1 Montant du capital social

Le capital social est fixé à 59.281,69 USD (cinquante-neuf mille deux cent quatre-vingt-un Dollars des Etats-Unis et soixante-neuf cents), représentés par 33.482.447 (trente-trois million quatre cent quatre-vingt-deux mille quatre cent quarante-sept) actions, sans valeur nominale.

5.2 Augmentation du capital social et réduction du capital social

Le capital social de la Société peut être augmenté ou réduit par une résolution prise par l'Assemblée Générale statuant comme en matière de modification des Statuts, tel que prévu à l'Article 11.

5.3 Droits préférentiels de souscription

En cas d'émission d'actions par apport en numéraire ou en cas d'émission d'instruments qui entrent dans le champ d'application de l'article 420-27 de la Loi de 1915 et qui sont payés en numéraire, y compris et de manière non exhaustive, des obligations convertibles permettant à leur détenteur de souscrire à des actions ou de s'en voir attribuer, les actionnaires disposent de droits préférentiels de souscription au pro rata de leur participation en ce qui concerne toutes ces émissions conformément aux dispositions de la Loi de 1915.

Le droit de souscription peut être exercé pendant un délai fixé par le Conseil d'Administration, mais ne peut être inférieur à quatorze (14) jours à compter de la date de publication de l'offre au RESA (Receuil électronique des sociétés et associations) et dans un journal publié au Luxembourg (la **Période d'Exercice**).

A l'issue de la Période d'Exercice, les tiers pourront participer à l'augmentation du capital, sauf au Conseil d'Administration de décider que le droit préférentiel de souscription (le **DPS**) doit être exercé, proportionnellement à la partie du capital que représentent leurs actions, par les détenteurs d'un DPS (les **Détenteurs de DPS**) qui avaient déjà exercé leur droit durant la Période d'Exercice. Les modalités de souscription par les Détenteurs de DPS sont, dans ce cas, définies par le Conseil d'Administration.

L'Assemblée Générale peut supprimer ou limiter le DPS ou autoriser le Conseil d'Administration à le faire (le cas échéant) sous les conditions prescrites à l'article 420-26(5) de la Loi de 1915.

5.4 Apport au compte de « capital surplus »

L'Assemblée Générale est autorisée à approuver les apports en fonds propres sans émission de nouvelles actions, réalisés au moyen d'un paiement en numéraire ou d'un paiement en nature, ou de toute autre manière, selon les conditions définies par l'Assemblée Générale. Un apport en fonds propres sans émission de nouvelles actions doit être enregistré dans un compte de « capital surplus ».

L'Assemblée Générale a la possibilité (mais non l'obligation) de décider que tout apport en numéraire ou en nature effectué en tant que « capital surplus » en relation avec la souscription par n'importe quel actionnaire sera enregistré dans un compte de « capital surplus » spécifique alloué à l'actionnaire concerné et sera disponible uniquement (i) aux fins de distribution à l'actionnaire concerné, que ce soit au moyen de dividendes, rachat d'actions ou autre moyen, ou (ii) pour être incorporé au capital social dans le but d'émettre des actions correspondantes uniquement à l'actionnaire concerné.

5.5 Autorisation pour le Conseil d'Administration d'augmenter le capital social

(a) Montant de l'autorisation

Le capital autorisé de la Société est fixé à un montant de 174.388,19 USD (cent soixante-quatorze mille trois cent quatre-vingt-huit Dollars des Etats-Unis et dix-neuf cents) (le **Montant de Capital Autorisé**) représenté par un nombre d'actions déterminable par le Conseil d'Administration à son entière discrétion, chacune sans valeur nominale (mais avec un pair comptable au moins équivalent au pair comptable des actions existantes le cas échéant).

(b) Conditions de l'autorisation

Le Conseil d'Administration est autorisé à augmenter le capital social existant jusqu'au Montant de Capital Autorisé, en une ou plusieurs fois, au cours d'une période commençant le 10 novembre 2020 et se terminant au cinquième anniversaire de cette date (la **Période**) au moyen de : (i) l'émission d'actions à raison d'apports en numéraire, (ii) l'émission d'actions à raison d'apports en nature, et/ou (iii) l'incorporation des bénéfices et réserves distribuables, y inclus la prime d'émission et le « capital surplus », avec ou sans émission de nouvelles actions.

Le Conseil d'Administration est autorisé à définir les conditions applicables à toute souscription et émission d'actions conformément au pouvoir qui lui est conféré aux termes de cet Article 5.5, et notamment à déterminer le lieu et la date de l'émission ou des émissions successives d'actions, le prix d'émission, l'existence ou non d'une prime d'émission, ainsi que les modalités de paiement des actions en vertu de tout document ou contrat y compris et de manière non-exhaustive un prêt convertible, un contrat d'option ou un plan d'options sur actions.

Durant la Période, le Conseil d'Administration est autorisé (a) à émettre des obligations convertibles ou tous autres instruments de dettes convertibles, des obligations assorties d'un droit de souscription et autres instruments permettant à leur détenteur de souscrire à des actions ou de se voir attribuer des actions, tels que, de manière non-exhaustive, des warrants (les **Instruments**), et (b) à émettre des actions sous la condition de l'exercice des droits attachés aux Instruments et dont l'émission est effective à compter de cet exercice jusqu'à ce que, en ce qui concerne chacun des points (a) et (b), le montant du capital social augmenté atteint en conséquence de l'exercice des droits attachés aux Instruments soit égal au capital autorisé, et (ii) à émettre des actions en raison de l'exercice des droits attachés aux Instruments jusqu'à ce que le montant du capital social augmenté atteint en conséquence d'une telle émission d'actions soit égal au capital autorisé, à tout moment, que ce soit pendant la Période ou en dehors de la Période, à la condition que les Instruments soient émis pendant la Période dans les limites du Montant de Capital Autorisé. Les actions devant être émises en conséquence de l'exercice des droits attachés aux Instruments peuvent être payées par un apport en numéraire, un apport en nature, ou au moyen de l'incorporation de bénéfice et de réserves distribuables, en ce compris la prime d'émission et le « capital surplus », pendant ou après la Période.

Le Conseil d'Administration est autorisé à (i) déterminer les conditions applicables aux Instruments, y compris le prix, le taux d'intérêt, le prix d'exercice, le taux de conversion ou le taux de change, ainsi que les modalités de remboursement, et (ii) émettre lesdits Instruments.

(c) Autorisation de supprimer ou de limiter les droits préférentiels de souscription

Le Conseil d'Administration est autorisé à supprimer ou limiter les droits préférentiels de souscription des actionnaires prévus par la Loi de 1915, tels que reflétés dans l'Article 5.3, portant sur l'émission de nouvelles actions et d'Instruments effectuée conformément à l'autorisation accordée en vertu de l'Article 5.5.

(d) Modification des Statuts consécutive à une augmentation de capital

L'Article 5 des Statuts sera modifié de façon à refléter chaque augmentation du capital effectuée en vertu de l'autorisation accordée au Conseil d'Administration conformément à l'Article 5, et le Conseil d'Administration prendra lui-même ou autorisera toute personne à prendre toutes les mesures nécessaires afin de faire constater par-devant notaire l'augmentation de capital social et les modifications consécutives des Statuts.

ARTICLE 6. Actions

6.1 Forme des actions

Les actions de la Société sont exclusivement nominatives.

6.2 Registre des actionnaires et certificats constatant les inscriptions dans le registre

Un registre des actionnaires est tenu au siège social de la Société où il peut être consulté par tout actionnaire. Ce registre contient le nom de chaque actionnaire, sa résidence ou son domicile élu, le nombre d'actions qu'il détient, la valeur nominale (le cas échéant) ou le pair comptable payé pour chacune des actions, les émissions d'actions, les cessions d'actions et les dates desdites émissions et cessions d'actions. Sous réserve des dispositions de l'Article 6.3, la propriété des actions nominatives est établie par l'inscription dans le registre.

6.3 Dépôt

Nonobstant les dispositions de cet Article 6, lorsque les actions sont enregistrées dans le registre des actionnaires au nom et pour le compte d'un système de règlement-livraison de titres ou du gestionnaire d'un tel système et enregistrées en tant qu'inscriptions en compte dans les comptes d'un dépositaire professionnel ou d'un sous-dépositaire (tout dépositaire et sous-dépositaire étant ci-après désignés comme un **Dépositaire**), la Société – sous réserve d'avoir reçu du Dépositaire un certificat en bonne et due forme – permettra au Dépositaire de telles inscriptions en compte d'exercer les droits attachés aux actions correspondant aux inscriptions en compte de l'actionnaire concerné, y compris de recevoir les convocations aux assemblées générales, l'admission et le vote aux assemblées générales et doit considérer le Dépositaire comme étant le détenteur direct des actions ordinaires correspondant aux inscriptions en compte aux fins des présents Statuts. Le Conseil d'Administration peut déterminer les conditions de forme auxquelles devront répondre ces certificats.

Nonobstant les autres dispositions des présents Statuts, la Société fera tous paiements (y compris les paiements de dividendes ou toutes autres distributions) en rapport avec les actions inscrites au nom du Dépositaire, ou, le cas échéant, déposées auprès d'un d'entre eux, que ce soit en numéraire, par voie d'actions ou d'autres avoirs, uniquement à un tel Dépositaire, ou selon les instructions d'un tel Dépositaire, et ce paiement libèrera la Société de toutes obligations de paiement.

6.4 Propriété et copropriété des actions

La Société ne reconnaît qu'un seul détenteur par action. Au cas où une action appartiendrait à plusieurs personnes, la Société aura le droit de suspendre l'exercice de tous droits y attachés jusqu'au moment où une personne aura été désignée comme détenteur unique vis-à-vis de la Société. La personne désignée par les codétenteurs des actions comme détenteur unique des actions envers la Société en toute circonstance doit être nommée en premier dans le registre.

Seul le détenteur unique d'une action nommé en premier dans le registre, tel qu'il a été désigné par tous les codétenteurs de cette action, pourra, en sa capacité d'unique détenteur envers la Société de cette action détenue collectivement, exercer les droits attachés à cette action, y compris mais de façon non limitative: (i) recevoir tout avis de la Société, y compris les convocations aux Assemblées Générales, (ii) assister aux Assemblées Générales et y exercer les droits de vote rattachés à l'action détenue collectivement, et (iii) percevoir les dividendes relatifs à cette action détenue collectivement.

6.5 Rachat d'actions

Sous réserve des dispositions de l'Article 6.3, la Société peut racheter ses propres actions dans les limites définies par la loi.

Les actions rachetées conformément à cet Article 6.5 pourront être annulées ou détenues pour une durée illimitée par la Société en tant qu'actions de trésorerie (treasury shares) et seront dépourvues de droits de vote et, à moins qu'il en soit décidé autrement par le Conseil d'Administration ou l'Assemblée Générale, selon le cas, de tout droit de distribution que ce soit, auquel cas les distributions exigibles en vertu de ces actions de trésorerie seront allouées, et deviendront exigibles, au profit des actions restantes.

De telles actions de trésorerie peuvent être distribuées de temps à autres par le Conseil d'Administration aux actionnaires existants (étant précisé qu'aucun droit préférentiel de souscription ne devra s'appliquer dans tel scénario) ou à des tiers, sous réserve du respect de l'objet social de la Société.

6.6 Suspension des droits des actionnaires

Si la Société détermine qu'un Événement Réglementaire d'Actionnaire s'est produit, elle peut à tout moment, par notification écrite (une **Notification d'Événement Réglementaire d'Actionnaire**) au(x) détenteur(s) de toute(s) participation(s) dans les actions (les **Actions Concernées**) de la Société auxquelles un Événement Réglementaire d'Actionnaire se rapporte (ou auxquelles la Société croit raisonnablement qu'il se rapporte), à sa discrétion absolue, avec effet immédiat (ou à compter de la date spécifiée dans la Notification d'Événement Réglementaire d' Actionnaire), suspendre un ou plusieurs des droits suivants attachés aux Actions Concernées (et le détenteur de ces Actions Concernées sera réputé y avoir irrévocablement renoncé) :

(a) les droits de vote attachés aux Actions Concernées, conformément à l'article 450-1 (9) de la Loi de 1915 ;

(b) le droit de percevoir tout paiement ou distribution (que ce soit sous forme de dividende, d'intérêt ou autre) au titre des Actions Concernées, ou de recevoir toute autre forme de rémunération, y compris pour services rendus ; et

(c) le droit de souscrire à toute nouvelle émission d'actions ou d'autres titres (et par conséquent de n'exercer aucun droit de souscription préférentiel) au titre des Actions Concernées.

6.7 Obligation d'aliénation des Actions à Céder

Si la Société détermine qu'un Événement Réglementaire d'Actionnaire s'est produit, elle peut, à son entière discrétion et à tout moment, notifier par écrit (un **Avis de Cession**) à un détenteur de toute(s) participation(s) dans les actions de la Société à laquelle l'Événement Réglementaire d'Actionnaire se rapporte (ou à laquelle la Société croit raisonnablement qu'il se rapporte), exiger que le destinataire de l'Avis de Cession ou toute personne qui y est nommée comme étant intéressée (ou raisonnablement considérée comme étant intéressée) par les actions de la Société cède le nombre d'actions spécifié dans l'Avis de Cession (les **Actions à Céder**) et que la preuve, sous une forme raisonnablement satisfaisante pour la Société, que cette cession a été effectuée soit fournie à la Société dans les quatorze (14) jours (ou tout autre délai requis par une Autorité en Charge de la Réglementation des Jeux de Hasard) à compter de la date de l'Avis de Cession ou dans tout autre délai que la Société considère (à son entière discrétion) comme raisonnable. La Société peut retirer un Avis de Cession ainsi donné avant ou après l'expiration de la période qui y est mentionnée s'il apparaît à la Société que le motif ou les motifs supposés de sa prestation n'existent pas ou plus.

6.8 Cession forcée des Actions à Céder

Si un Avis de Cession n'est pas respecté conformément à ses termes ou n'est pas respecté à la satisfaction de la Société dans le délai imparti, et n'a pas été retiré, la Société a droit, à son entière discrétion, dans la mesure de ses possibilités, (a) de céder (ou de faire céder) les Actions à Céder à un tiers désigné au prix le plus élevé que la Société ou ses représentants peuvent raisonnablement obtenir dans les circonstances (ou au montant autorisé par l'Autorité en Charge de la Réglementation des Jeux de Hasard) et doit donner un avis écrit de cette cession aux personnes auxquelles l'Avis de Cession a été signifié, et/ou (b) sous réserve de toutes les lois et réglementations applicables, la Société elle-même peut également acquérir les Actions à Céder par le biais d'un rachat d'actions conformément à la loi applicable.

Une telle cession par la Société doit être réalisée dès que raisonnablement possible après l'expiration du délai spécifié dans l'Avis de Cession et, en tout état de cause, dans les quatre-vingt-dix (90) jours suivant l'expiration du délai spécifié dans l'Avis de Cession, étant entendu qu'une cession peut être suspendue pendant toute période où les opérations des administrateurs sur les actions de la Société ne sont pas autorisées par la loi ou la réglementation applicable, mais toute cession d'Action à Céder ainsi suspendue doit être réalisée dans les trente (30) jours suivant l'expiration de la période de suspension. Dans la mesure nécessaire, le détenteur des Actions à Céder accorde une procuration irrévocable à la Société (et à chacun de ses administrateurs, dirigeants, employés ou agents) pour effectuer toute action et signer tout document nécessaire ou utile en relation avec la cession des Actions à Céder.

6.9 Démarches à entreprendre dans le cadre de la vente des Actions à Céder

Ni la Société, ni aucun administrateur, dirigeant, employé ou agent de la Société ne sera responsable envers un détenteur ou une personne ayant un intérêt dans les Actions à Céder, cédées conformément aux Articles 6.6 à 6.11 (inclus) ou envers toute autre personne à condition que, lors de la cession des Actions à Céder, la Société agisse de bonne foi dans les délais indiqués ci-dessus. Aux fins d'effectuer toute cession d'Actions à Céder détenues sous forme non matérialisée, la Société peut prendre, pour le compte du détenteur enregistré des Actions à Céder, les dispositions qu'elle juge appropriées pour transférer le titre de propriété de ces actions par le biais d'un système approprié. Pour effectuer toute cession d'Actions à Céder détenues sous forme de certificat, la Société peut autoriser par écrit tout administrateur, dirigeant, employé ou agent de la Société à exécuter tout transfert nécessaire au nom du ou des détenteurs enregistrés et peut émettre un nouveau certificat d'actions ou tout autre document de titre à l'acheteur et inscrire le nom du cessionnaire dans le registre. Le produit net de cette cession sera reçu par la Société dont le reçu constituera une décharge pour le prix d'achat et sera versé (sans qu'aucun intérêt ne soit payable sur ce montant) à l'ancien détenteur enregistré des Actions à Céder sur remise par celui-ci de tous les certificats d'actions ou autres documents de propriété pertinents concernant les Actions à Céder. Le cessionnaire n'est pas tenu de voir l'affectation de ce montant et une fois que le nom du cessionnaire a été inscrit dans le registre concernant les Actions à Céder, la validité du transfert des Actions à Céder ne pourra plus être remise en cause. Tout retard de la Société dans l'exercice de tout ou une partie de ses droits en vertu des Articles 6.6 à 6.11 (inclus) n'invalide en aucune façon le transfert des Actions à Céder effectué en vertu des présentes ou toute autre mesure prise à cet égard. Sauf disposition contraire expresse des Articles 6.6 à 6.11 (inclus), la manière, le moment et les modalités de toute cession d'Actions à Céder par (ou pour le compte de) la Société seront déterminés par la Société et la Société pourra prendre conseil auprès des personnes qu'elle jugera appropriées quant à la manière, au moment et aux modalités d'une telle cession. Le(s) détenteur(s) des Actions Concernées auquel (auxquels) se rapporte cet Événement Réglementaire d'Actionnaire est (sont) tenu(s) de rembourser à la Société tous les frais encourus par celle-ci dans l'exécution de ses obligations et l'exercice de ses droits en vertu des présentes, y compris les frais d'avocat.

6.10 Signification d'un Événement Réglementaire d'Actionnaire

Aux fins des Articles 6.6 à 6.11 (inclus), un **Événement Réglementaire d'Actionnaire** se produit si :

(a) une Autorité en Charge de la Réglementation des Jeux de Hasard informe la Société ou tout membre de son groupe qu'un membre de la Société ou qu'une personne intéressée ou supposée être intéressée par les actions de la Société est pour quelque raison que ce soit :

(i) inapte pour être une personne intéressée par les actions de la Société ;

(ii) non autorisé ou non qualifié pour être une personne intéressée par les actions de la Société ;

(iii) disqualifié en tant que détenteur d'intérêts dans les actions de la Société, en vertu de toute législation réglementant l'exploitation de toute activité de jeux de hasard ou toute activité auxiliaire ou liée à celle-ci, entreprise ou à entreprendre par la Société ou tout membre de son groupe ou toute autre société, partenariat, personne morale ou autre entité dans laquelle la Société ou tout membre de son groupe est intéressé ; ou

(iv) ne coopère pas raisonnablement et pleinement à une enquête menée par une Autorité en Charge de la Réglementation des Jeux de Hasard qui, en conséquence, compromet la capacité de la Société à obtenir ou maintenir toute licence ou immatriculation.

(b) une Autorité en Charge de la Réglementation des Jeux de Hasard, en raison, en tout ou en partie, de l'intérêt de toute(s) personnes(s) dans les actions de la Société (ou par sa suspicion quant à l'intérêt de toute(s) personne(s) dans ces actions) a :

(i) refusé, révoqué, annulé, opposé ou indiqué à la Société ou à tout membre de son groupe ou à toute autre société, partenariat, personne morale ou autre entité dans laquelle la Société ou tout membre de son groupe est intéressé, qu'elle refusera, révoquera, annulera ou s'opposera ou est susceptible de refuser, révoquer, annuler ou s'opposer, en relation avec ; ou

(ii) imposé toute condition ou limitation qui pourrait avoir un impact défavorable important sur l'exploitation de toute activité de jeux de hasard ou de toute activité accessoire ou liée à celle-ci, entreprise ou à entreprendre, par la Société ou toute autre entité dans laquelle la Société ou tout membre de son groupe est intéressé, ou sur le bénéfice que la Société ou tout autre membre de son groupe retire ou est susceptible de retirer de l'exploitation par tout autre membre de son groupe ou toute autre société, partenariat, personne morale ou autre entité dans laquelle la Société ou tout membre de son groupe est intéressé par une activité de jeux de hasard ou toute activité accessoire ou liée à celle-ci ou indiqué à la Société ou à tout membre de son groupe ou à toute autre société, partenariat, personne morale ou autre entité à laquelle elle imposera ou est susceptible d'imposer une telle condition ou limitation, en relation avec,

l'octroi, le renouvellement ou la prorogation de tout enregistrement, licence, approbation, constatation d'aptitude, consentement ou certificat requis par toute législation réglementant (ou code de conduite ou de pratique reconnu ou approuvé par l'Autorité en Charge de la Réglementation des Jeux de Hasard en rapport avec) l'exploitation de toute activité de jeux de hasard ou de toute activité accessoire ou liée à celle-ci, entreprise ou à entreprendre, par la Société ou tout membre de son groupe ou toute autre société, partenariat, personne morale ou autre entité dans laquelle la Société ou tout membre de son groupe est intéressé, qui est détenu ou par rapport auquel une demande a été introduite, par la Société ou tout membre de son groupe ou toute autre personne liée.

6.11 Interprétation des provisions relatives à un Événement Réglementaire d'Actionnaire

Aux fins des Articles 6.6 à 6.11 (inclus) :

(a) la Société peut, en déterminant la raison de toute action ou action potentielle d'une Autorité en Charge de la Réglementation des Jeux de Hasard, prendre en compte toute déclaration ou commentaire fait par tout membre, dirigeant, employé ou agent d'une Autorité en Charge de la Réglementation des Jeux de Hasard, que ces déclarations ou commentaires fassent partie ou non de ou soient reflétés ou non dans toute décision officielle émise par Autorité en Charge de la Réglementation des Jeux de Hasard, et peut agir nonobstant tout appel concernant la décision de toute Autorité en Charge de la Réglementation des Jeux de Hasard ;

(b) une **Autorité en Charge de la Réglementation des Jeux de Hasard** désigne toute autorité, où qu'elle soit située (qu'il s'agisse d'un ministère, d'un organisme indépendant établi par législation, d'un gouvernement, d'une organisation d'autorégulation, d'une cour, d'un tribunal, d'une commission, d'un conseil, d'un comité ou autre), investie de la responsabilité (avec ou sans un ou plusieurs autres) de la conduite de toute activité de jeux de hasard ou de toute activité accessoire ou liée à celle-ci ;

(c) le Conseil d'Administration peut exercer les pouvoirs de la Société en vertu des Articles 6.6 à 6.11 (inclus) et tous les pouvoirs, droits ou devoirs conférés par les Articles 6.6 à 6.11 (inclus) à la Société et pouvant être exercés par le Conseil d'Administration peuvent être exercés par un comité du Conseil d'Administration dûment autorisé ou par toute(s) personne(s) à laquelle le Conseil d'Administration ou un tel comité du Conseil d'Administration, selon le cas, a délégué ses pouvoirs ;

(d) toute résolution ou détermination, ou toute décision ou l'exercice de toute discrétion ou pouvoir en vertu des Articles 6.6 à 6.11 (inclus) par la Société, le Conseil d'Administration, un comité dûment autorisé du Conseil d'Administration ou toute personne à qui l'autorité a été déléguée par ce dernier, sera définitive et concluante et liera toutes les parties concernées, et ni la Société, ni le Conseil d'Administration, ni toute personne agissant sous l'autorité de ce dernier ne sera obligé de donner une ou plusieurs raisons à cet égard ;

(e) une **activité de jeux de hasard ou toute activité accessoire ou liée à celle-ci** comprend, de façon non limitative, la fourniture de services en ligne aux clients en relation avec cette ou ces activités et comprend la fourniture de services financiers.

ARTICLE 7. Transfert d'actions nominatives

Le transfert des actions nominatives peut se faire par une déclaration de transfert écrite qui sera inscrite au registre des actionnaires de la Société, après avoir été datée et signée par le cédant et le cessionnaire ou par des personnes détenant les pouvoirs de représentation nécessaires pour agir à cet effet, et conformément aux dispositions de l'article 1690 du code civil luxembourgeois relatives à la cession de créances.

La Société peut également accepter comme preuve de transfert d'actions d'autres instruments de transfert, dans lesquels les consentements du cédant et du cessionnaire sont établis de manière satisfaisante pour la Société.

ARTICLE 8. Obligations

Les obligations émises par la Société seront exclusivement sous forme nominative.

ARTICLE 9. Pouvoirs de l'assemblée générale

Dans l'hypothèse d'une pluralité d'actionnaires, toute Assemblée Générale valablement constituée représente l'ensemble des actionnaires de la Société.

ARTICLE 10. Assemblée générale annuelle des actionnaires – autres assemblées générales

L'assemblée générale annuelle se tient, conformément à la loi luxembourgeoise, au Grand-Duché de Luxembourg, au siège social de la Société ou à tout autre endroit au Grand-Duché de Luxembourg et à la date indiquée dans l'avis de convocation à l'assemblée.

Les autres assemblées générales peuvent se tenir aux lieux et dates spécifiés dans les avis de convocation des assemblées générales en question.

ARTICLE 11. Convocation, quorum, avis de convocation, procurations et vote

11.1 Droit et obligation de convoquer une assemblée générale

Une assemblée générale peut être convoquée par le Conseil d'Administration ou par le(s) commissaire(s) aux comptes, le cas échéant. Ils sont obligés de la convoquer de façon à ce qu'elle soit tenue dans un délai d'un mois si des actionnaires représentant un dixième du capital social l'exigent par écrit, en précisant l'ordre du jour. Un ou plusieurs actionnaires représentant au moins un dixième du capital social souscrit peuvent demander l'inscription d'un ou de plusieurs points à l'ordre du jour de toute assemblée générale. Cette demande doit être envoyée à la Société au moins cinq (5) jours avant la tenue de l'assemblée générale en question.

11.2 Procédure de convocation d'une Assemblée Générale

Les Assemblées Générales sont convoquées conformément aux dispositions de la Loi de 1915 et pour autant que les actions ordinaires de la Société sont inscrites à la cote d'une bourse de valeurs étrangère, conformément aux exigences de ladite bourse étrangère applicables à la Société.

Si tous les actionnaires de la Société sont présents ou représentés à l'assemblée générale et déclarent avoir été dûment convoqués et informés de l'ordre du jour de l'assemblée générale tel que déterminé par le Conseil d'Administration ou par le(s) commissaire(s), le cas échéant, celle-ci peut être tenue sans avis de convocation préalable.

Les documents dont il est fait mention à l'article 461-6 de la Loi de 1915 doivent être mis à disposition au siège social de la Société pour consultation par les actionnaires au moins huit (8) jours avant l'assemblée générale.

11.3 Droits attachés aux actions

Chaque action confère une voix à son détenteur (sous réserve de la faculté du Conseil d'Administration d'imposer une formalité de date d'enregistrement dans la convocation, qui conditionnerait l'exercice du droit de vote).

Le Conseil d'Administration peut, à sa seule discrétion, suspendre les droits de vote de tout actionnaire dans le cas où cet actionnaire a, par action ou omission, manqué au respect de ses obligations en vertu des Statuts ou de son acte de souscription.

Tout actionnaire peut renoncer, partiellement ou totalement, à l'exercice des droits de vote attachés à tout ou partie de ses actions. Une telle renonciation lie l'actionnaire concerné et s'impose à la Société dès sa notification, par écrit, par l'actionnaire concerné.

11.4 Conditions de quorum et de majorité, et nouvelle convocation d'une assemblée générale en cas de quorum non atteint

Sauf disposition contraire de la loi ou des Statuts, les décisions prises lors d'une assemblée générale sont prises à la majorité des voix exprimées par les actionnaires présents ou représentés, aucun quorum de présence n'étant requis.

Toutefois, les décisions visant à modifier les Statuts ou la nationalité de la Société ne peuvent être adoptées que par une assemblée générale représentant au moins la moitié du capital social (le **Quorum de Présence**, en sachant que les actions pour lesquelles les droits de vote ont été levés/suspendus ne sont pas pris en considération pour un tel calcul de quorum) et dont l'ordre du jour indique les modifications statutaires proposées, et le cas échéant, le texte de celles qui touchent à l'objet ou à la forme de la Société. Si le Quorum de Présence n'est pas atteint, une nouvelle assemblée générale peut être convoquée par des annonces déposées auprès du registre de commerce et des sociétés et publiées quinze (15) jours au moins avant l'assemblée générale en question au RESA (Recueil électronique des sociétés et associations) et dans un journal luxembourgeois. Cette convocation reproduit l'ordre du jour et indique la date et le résultat de la précédente assemblée générale. La deuxième assemblée générale délibère valablement, quelle que soit la portion du capital représentée. Dans les deux assemblées, les résolutions, pour être valables, doivent réunir les deux tiers au moins des voix exprimées à chacune des assemblées générales.

Pour le calcul de la majorité concernant toute résolution d'une assemblée générale, les voix exprimées ne doivent pas inclure les voix attachées aux actions pour lesquelles l'actionnaire s'est abstenu de voter, a voté blanc ou nul ou n'a pas pris part au vote.

L'augmentation des engagements des actionnaires ne peut être décidée qu'avec l'accord unanime exprimé par un vote de tous les actionnaires.

11.5 Participation par procuration

Chaque actionnaire peut prendre part à une Assemblée Générale de la Société en désignant par écrit une autre personne, actionnaire ou non, comme son mandataire. Des copies des procurations écrites envoyées par télécopie ou par courriel peuvent être acceptées par l'Assemblée Générale comme preuves de procurations écrites. Pour pouvoir être prise en compte, une copie de la procuration devra été reçue par la Société avant la tenue de l'assemblée générale en question, à la date indiquée dans la convocation.

11.6 Vote par correspondance

Les actionnaires peuvent voter par écrit (au moyen d'un formulaire), à condition que les formulaires portent : (i) les noms, prénoms, adresse et signature de l'actionnaire concerné, (ii) la mention des actions pour lesquelles l'actionnaire exerce son droit, (iii) l'ordre du jour tel que décrit dans la convocation ainsi que les projets de résolutions relatifs à chaque point de l'ordre du jour, et (iv) le vote (approbation, refus, abstention) pour chaque projet de résolution relatif aux points de l'ordre du jour. Pour pouvoir être pris en compte, une copie des formulaires devra être reçue par la Société avant la tenue de l'assemblée générale en question, à la date indiquée dans la convocation.

11.7 Participation à une assemblée générale par conférence téléphonique, vidéo conférence ou tout autre moyen de communication similaire

Tout actionnaire de la Société peut participer à une assemblée générale par conférence téléphonique, vidéo conférence ou tout autre moyen de communication similaire, tel que déterminé par le Conseil d'Administration, grâce auquel : (i) les actionnaires participant à la réunion peuvent être identifiés, (ii) toute personne participant à la réunion peut entendre les autres participants et leur parler, (iii) la réunion est retransmise de façon continue, et (iv) les actionnaires peuvent valablement délibérer. La participation à une réunion tenue par un tel moyen de communication équivaudra à une participation en personne à ladite réunion.

11.8 Bureau

Le président du Conseil d'Administration préside comme président de l'assemblée générale. Le président nomme un secrétaire et les actionnaires nomment un scrutateur. Le président, le secrétaire et le scrutateur forment le bureau de l'assemblée générale.

11.9 Procès-verbaux et copies certifiées des réunions de l'Assemblée Générale

Les procès-verbaux des réunions de l'assemblée générale sont signés par les membres du bureau de l'assemblée générale et par tout actionnaire qui exprime le souhait de signer.

Cependant, si les décisions de l'assemblée générale doivent être certifiées, des copies ou extraits à utiliser devant un tribunal ou ailleurs doivent être signés par le président du Conseil d'Administration ou par deux (2) administrateurs conjointement.

ARTICLE 12. Administration

12.1 Nombre d'administrateurs minimum et conditions du mandat d'administrateur

L'Assemblée Générale détermine le nombre d'administrateurs, leur rémunération et la durée de leur mandat sous réserve que (i) la Société doit compter au minimum trois (3) et au maximum neuf (9) administrateurs et (ii) les membres du Conseil d'Administration sont élus pour un mandat de six (6) ans au maximum et sont rééligibles.

12.2 Représentant permanent

Lorsqu'une personne morale est élue administrateur de la Société (la **Personne Morale**), la Personne Morale doit désigner une personne physique en tant que représentant permanent qui la représentera comme membre du Conseil d'Administration, conformément à l'article 441-3 de la Loi de 1915.

12.3 Election, révocation et cooptation

Les administrateurs sont élus par l'Assemblée Générale.

Un administrateur peut être révoqué ad nutum et/ou peut être remplacé à tout moment par décision de l'Assemblée Générale, à condition qu'un administrateur élu conformément à l'Article 12.4 ne puisse être révoqué que par les Actionnaires Fondateurs.

En cas de vacance d'un poste d'administrateur pour cause de décès, démission ou toute autre motif, les administrateurs restants pourront lors d'une réunion du Conseil d'Administration élire à la majorité des voix un nouvel administrateur afin de pourvoir au remplacement du poste devenu vacant jusqu'à la prochaine assemblée générale.

12.4 Droit de nomination

Pour aussi longtemps que Barak Matalon, Aharon Aran, Eliyaho Azur et Pinhas Zahavi (les **Actionnaires Fondateurs**) détiennent au total au moins 40% du capital social de la Société, un nombre d'administrateurs égal à 50% du nombre total d'administrateurs seront élus par l'Assemblée Générale parmi les candidats sélectionnés par les Actionnaires Fondateurs.

Pour aussi longtemps que les Actionnaires Fondateurs détiennent au total moins de 40% du capital social de la Société, mais détiennent toujours au total au moins 25% du capital social de la Société, un nombre d'administrateurs égal à 33% du nombre total d'administrateurs seront élus par l'Assemblée Générale parmi les candidats sélectionnés par les Actionnaires Fondateurs.

Aux fins des paragraphes 1 et 2 du présent Article 12.4, si le nombre d'administrateurs devant être élus parmi les candidats sélectionnés par les Actionnaires Fondateurs selon le pourcentage respectif (50% ou 33%) apparait sous forme fractionnaire, ce nombre doit être arrondi au nombre entier inférieur le plus proche.

Pour aussi longtemps que les Actionnaires Fondateurs détiennent au total moins de 25% du capital social de la Société, mais détiennent toujours au total au moins 15% du capital social de la Société, un (1) administrateur sera élu par l'Assemblée Générale parmi les candidats sélectionnés par les Actionnaires Fondateurs.

Si les Actionnaires Fondateurs détiennent au total moins de 15% du capital social de la Société, leur droit de proposer des administrateurs pour élection sera le même que tout actionnaire.

Lorsque les Actionnaires Fondateurs ont le droit de proposer (pour élection par l'Assemblée Générale) des membres du Conseil d'Administration en vertu du présent Article 12.4, aucun autre actionnaire n'a le droit de proposer des membres du Conseil d'Administration pour l'élection à ces sièges.

ARTICLE 13. Réunions du conseil d'administration

13.1 Président

Le Conseil d'Administration peut nommer un président (le **Président**) parmi ses membres et peut désigner un secrétaire, administrateur ou non, qui sera en charge de la tenue des procès-verbaux des réunions du Conseil d'Administration. Le Président préside toutes les réunions du Conseil d'Administration. En son absence, les autres membres du Conseil d'Administration élisent un président pro tempore qui préside ladite réunion, au moyen d'un vote à la majorité simple des administrateurs présents ou représentés à la réunion.

13.2 Observateur

Le Conseil d'Administration peut autoriser la nomination d'un ou plusieurs observateurs auprès du Conseil d'Administration, qui seront autorisés à assister à chaque réunion du Conseil d'Administration de la Société et de ses comités, et à recevoir les documents écrits fournis aux membres du Conseil d'Administration, mais qui n'auront aucun droit de vote aux réunions du Conseil d'Administration ou de ses comités.

L'Observateur doit garder confidentielles toutes les informations et tous les documents reçus à ce titre et s'engage envers la Société.

13.3 Procédure de convocation d'une réunion du Conseil d'Administration

Les réunions du Conseil d'Administration sont convoquées par le Président ou par deux administrateurs, au lieu indiqué dans l'avis de convocation de la réunion du Conseil d'Administration.

Un avis écrit de toute réunion du Conseil d'Administration est donné à tous les administrateurs au moins vingt-quatre (24) heures avant le jour et l'heure prévus pour la réunion, sauf en cas d'urgence, auquel cas la nature et les motifs de cette urgence sont mentionnés brièvement dans l'avis de convocation.

La réunion peut être valablement tenue sans avis de convocation préalable si tous les administrateurs de la Société sont présents ou représentés lors de la réunion du Conseil d'Administration et déclarent avoir été dûment informés de la réunion et de son ordre du jour. En outre, si tous les membres du Conseil d'Administration sont présents ou représentés à une réunion et décident à l'unanimité d'établir un ordre du jour, la réunion pourra être tenue sans convocation préalable effectuée de la manière décrite ci-dessus.

Tout membre du Conseil d'Administration peut décider de renoncer à la convocation écrite en donnant son accord par écrit. Les copies de ces accords écrits qui sont transmises par télécopie ou par courriel peuvent être acceptées comme preuve des accords écrits à la réunion du Conseil d'Administration. Une convocation écrite spéciale n'est pas requise pour une réunion du Conseil d'Administration se tenant aux lieux et dates prévus dans une résolution préalablement adoptée par le Conseil d'Administration.

13.4 Participation par conférence téléphonique, vidéo conférence ou tout autre moyen de communication similaire

Tout administrateur peut participer à une réunion du Conseil d'Administration par conférence téléphonique, vidéo conférence ou tout autre moyen de communication similaire grâce auquel : (i) les administrateurs participant à la réunion peuvent être identifiés, (ii) toute personne participant à la réunion peut entendre les autres participants et leur parler, (iii) la réunion est retransmise de façon continue, et (iv) les administrateurs peuvent valablement délibérer. La participation à une réunion du Conseil d'Administration tenue par un tel moyen de communication équivaut à une participation en personne à une telle réunion. Une réunion du Conseil d'Administration tenue par un tel moyen de communication est réputée avoir lieu à Luxembourg.

13.5 Procédure

(a) Conditions de quorum et de majorité

Le Conseil d'Administration ne peut valablement délibérer et prendre des décisions que si la moitié au moins des administrateurs est présente ou représentée. Les décisions sont prises à la majorité des voix exprimées par les administrateurs présents ou représentés. Si un administrateur s'est abstenu de voter ou n'a pas pris part au vote, son abstention ou sa non-participation ne sont pas prises en compte pour le calcul de la majorité.

(b) Participation par procuration

Tout membre du Conseil d'Administration peut se faire représenter au Conseil d'Administration en désignant par écrit un autre administrateur comme son mandataire, à condition toutefois que deux administrateurs au moins soient présents à la réunion. Des copies des procurations écrites transmises par télécopie ou par courriel peuvent être acceptées comme preuve des procurations à la réunion du Conseil d'Administration.

(c) Voix prépondérante du Président

Au cas où lors d'une réunion, il existe une parité des voix pour et contre une résolution, la voix du Président ou du président pro tempore de la réunion, le cas échéant, sera prépondérante.

13.6 Conflits d’intérêts

(a) Procédure relative aux conflits d’intérêts

Lorsqu’un administrateur de la Société a, directement ou indirectement, un intérêt de nature patrimoniale opposé à celui de la Société dans une opération de la Société soumise à l’approbation du Conseil d’Administration, ledit administrateur est tenu d’en prévenir immédiatement le Conseil d’Administration lors de la réunion du Conseil d’Administration et de faire mentionner cette déclaration au procès-verbal de la réunion. L’administrateur ne peut pas prendre part aux délibérations portant sur cette opération, n’est pas comptabilisé dans le calcul du quorum, et ne peut pas voter sur les résolutions relatives à cette opération. L’opération et l’intérêt opposé de l’administrateur doivent être signalés à l’assemblée générale suivante.

(b) Exceptions concernant un conflit d’intérêts

L’Article 13.6(a) ne s’appliquent pas aux résolutions du Conseil d’Administration relatives à des opérations courantes de la Société et conclues dans des conditions normales.

Tout administrateur de la Société qui occupe des fonctions d'administrateur, gérant, membre de la direction ou employé de toute société ou entreprise avec laquelle la Société est ou sera engagée dans des relations d'affaires ou des contrats ne sera pas considéré, du seul fait de ces relations avec ces autres sociétés ou entreprises, comme ayant un intérêt opposé à celui de la Société dans le cadre du présent Article 13.6.

(c) Impact sur le quorum

Lorsque, en raison d’un conflit d’intérêts, le nombre d’administrateurs requis en vue de délibérer et de voter n’est pas atteint, le Conseil d’Administration peut décider de soumettre la décision sur le point en question à l’Assemblée Générale.

13.7 Résolutions écrites

Nonobstant les dispositions qui précèdent, une résolution du Conseil d'Administration peut également être prise par écrit. Une telle résolution doit consister en un seul ou plusieurs documents contenant les résolutions signées par chaque administrateur manuellement ou électroniquement par une signature électronique conforme aux exigences de la loi luxembourgeoise. La date d'une telle résolution est la date de la dernière signature.

ARTICLE 14. Procès-verbaux des réunions du conseil d'administration

14.1 Signature des procès-verbaux

Les procès-verbaux des réunions du Conseil d'Administration sont signés par le Président ou le président *pro tempore*, le cas échéant ou par tous les administrateurs ayant assisté à la réunion.

14.2 Signature des copies ou extraits des procès-verbaux

Les copies ou extraits de procès-verbaux, ou les résolutions écrites du Conseil d'Administration, destinés à servir en justice ou ailleurs sont signés par le Président, ou par deux membres du Conseil d'Administration.

ARTICLE 15. Pouvoirs du conseil d'administration

Le Conseil d'Administration est investi des pouvoirs les plus étendus pour accomplir tous les actes nécessaires ou utiles se rapportant à l'objet de la Société. Tous les pouvoirs non expressément réservés par la Loi de 1915 ou par les Statuts à l'Assemblée Générale sont attribués au Conseil d'Administration.

ARTICLE 16. Délégation de pouvoirs

16.1 Gestion journalière

Le Conseil d'Administration peut nommer un ou plusieurs délégués à la gestion journalière, qui peuvent être actionnaires ou non, ou membres du Conseil d'Administration ou non, et qui auront les pleins pouvoirs pour agir au nom de la Société pour tout ce qui concerne la gestion journalière de la Société.

16.2 Directeur général/comités de direction

La gestion de la Société peut être déléguée à un directeur général ou à un comité de direction.

Lorsqu'un directeur général ou un comité de direction est désigné, le Conseil d'Administration est chargé de surveiller et contrôler le directeur général ou le comité de direction.

16.3 Représentant permanent de la Société

Le Conseil d'Administration peut nommer une personne, actionnaire ou non, administrateur ou non, en qualité de représentant permanent de toute entité dans laquelle la Société est nommée comme membre du conseil d'administration. Ce représentant permanent agira de son propre chef, au nom et pour le compte de la Société, et engagera la Société en sa qualité de membre du conseil d'administration d'une telle entité.

16.4 Délégation de pouvoirs pour l'exercice de certaines missions

Le Conseil d'Administration est aussi autorisé à nommer une personne, administrateur ou non, pour l'exécution de missions spécifiques à tous les niveaux de la Société.

16.5 Délégation à des comités spécifiques

Le Conseil d'Administration peut décider la création de comités spécifiques. La composition de ces comités et les pouvoirs qui leurs sont conférés sont déterminés par le Conseil d'Administration. Les comités spécifiques exercent leurs activités sous la responsabilité du Conseil d'Administration.

ARTICLE 17. Signatures autorisées

17.1 Pouvoir de signature des administrateurs

La Société est engagée en toutes circonstances vis-à-vis des tiers par la signature conjointe de deux (2) membres du Conseil d'Administration de la Société.

17.2 Pouvoirs de signature concernant la gestion journalière

En ce qui concerne la gestion journalière, la Société sera engagée par la signature ou par la signature conjointe de deux personnes nommées à cet effet, conformément à l'Article 16.1 ci-dessus.

17.3 Pouvoirs spécifiques

La Société est en outre engagée par la signature unique conjointe de toutes personnes ou la signature unique de toute personne à qui de tels pouvoirs de signature auront été délégués par la Société, et ce uniquement dans les limites des pouvoirs qui leur auront été conférés.

ARTICLE 18. Indemnisation

Sous réserve des lois applicables, la Société devra indemniser l'ensemble des administrateurs et dirigeants, passés et présents, dans toute la mesure permise par la loi luxembourgeoise, des responsabilités et de toutes les dépenses raisonnablement engagées ou payées par eux dans le cadre de toute réclamation, action, poursuite ou procédure dans laquelle ils sont impliqués du fait qu'ils sont ou ont été administrateurs ou dirigeants de la Société et des montants payés ou engagés par eux dans le cadre leur règlement.

ARTICLE 19. Commissaire(s) - réviseur(s) d'entreprises agréé(s) ou cabinet de révision agréé

19.1 Commissaire

Les opérations de la Société sont contrôlées par un ou plusieurs commissaires. Le ou les commissaires est/sont nommé(s) pour une période ne dépassant pas six (6) ans et il/ils est/sont rééligible(s).

Le ou les commissaires est/sont nommé(s) par l'Assemblée Générale qui détermine leur nombre, leur rémunération et la durée de leur mandat. Le ou les commissaire(s) en fonction peut/peuvent être révoqué(s) à tout moment, ad nutum, par l'Assemblée Générale.

19.2 Réviseur d'entreprises agréé ou cabinet de révision agréé

Toutefois, aucun commissaire ne sera nommé si, au lieu de nommer un ou plusieurs commissaires, l'Assemblée Générale désigne un ou plusieurs réviseurs d'entreprises agréés ou cabinets de révision agréés afin de procéder à l'audit des comptes annuels de la Société conformément à la loi luxembourgeoise applicable. Le ou les réviseur(s) d'entreprises agréé(s) ou cabinet(s) de révision agréé(s) est/sont nommé(s) par l'Assemblée Générale conformément aux dispositions du contrat de prestation de services conclus entre ces derniers et la Société. Le ou les réviseur(s) d'entreprises agréé(s) ou cabinet(s) de révision agréé(s) ne peuvent être révoqués par l'Assemblée Générale que pour motifs graves.

ARTICLE 20. Exercice social

L'exercice social commence le 1er janvier de chaque année et se termine le 31 décembre de chaque année.

ARTICLE 21. Comptes annuels

21.1 Responsabilité du Conseil d'Administration

Le Conseil d'Administration dresse les comptes annuels de la Société qui seront soumis à l'approbation de l'Assemblée Générale lors de l'assemblée générale annuelle.

21.2 Soumission des comptes annuels au(x) commissaire(s) aux comptes

Au plus tard un (1) mois avant l'assemblée générale annuelle, le Conseil d'Administration soumet les comptes annuels ainsi que le rapport du Conseil d'Administration (le cas échéant) et tous autres documents afférents prescrits par la loi à l'examen du ou des commissaire(s) aux comptes de la Société ou du ou des réviseur(s) d'entreprises agréé(s), le cas échéant, qui rédige(nt) un rapport sur cette base.

21.3 Consultation des documents au siège social

Les comptes annuels, le rapport du Conseil d'Administration (le cas échéant), le rapport du/des commissaire(s) aux comptes ou du/des réviseur(s) d'entreprises agréé(s)/cabinet(s) de révision agréé(s), selon le cas, ainsi que tous les autres documents requis par la loi sont déposés au siège social de la Société au moins huit (8) jours avant l'assemblée générale annuelle. Ces documents y sont mis à la disposition des actionnaires qui peuvent les consulter durant les heures de bureau ordinaires.

ARTICLE 22. Affectation des résultats

22.1 Affectation à la réserve légale

Il est prélevé sur le bénéfice net annuel de la Société (le cas échéant) cinq pour cent (5%) qui sont affectés à la réserve légale. Ce prélèvement cessera d'être obligatoire lorsque la réserve légale aura atteint dix pour cent (10%) du capital social de la Société, et il deviendra à nouveau obligatoire si la réserve légale descend en dessous du seuil de dix pour cent (10%) du capital social de la Société.

22.2 Affectation des résultats par l'Assemblée Générale lors de l'assemblée générale annuelle

Lors de l'assemblée générale annuelle, l'Assemblée Générale décide de l'affectation des résultats annuels, ainsi que la distribution de dividendes, le cas échéant, conformément à l'Article 22.1 et aux règles applicables aux distributions prévues dans le présent Article 22.

22.3 Règles de distribution

Lorsque l'Assemblée Générale décide de distributions au profit des actionnaires, au moyen de distributions de dividendes, de rachats d'actions ou de toute autre manière, prélevées sur les bénéfices et les réserves distribuables disponibles à cet effet, y compris la prime d'émission et le « capital surplus », ces distributions sont effectuées sur toutes les actions au pro rata.

22.4 Dividendes intérimaires

Conformément à l'article 461-3 de la Loi de 1915, des dividendes intérimaires peuvent être distribués à tout moment, par le Conseil d'Administration, dans le respect des conditions cumulatives suivantes :

(i) un état comptable est établi par le Conseil d'Administration (l'**État Comptable Intérimaire**) (l'État Comptable Intérimaire doit faire l'objet d'un examen par un commissaire ou un réviseur d'entreprises agréé, selon le cas) ;

(ii) cet État Comptable Intérimaire montre qu'il y a suffisamment de bénéfices et d'autres réserves (y compris, et sans restriction, la prime d'émission et le « capital surplus ») disponibles pour distribution, étant entendu que le montant à distribuer ne peut excéder les bénéfices réalisés depuis la fin du dernier exercice social pour lequel les comptes annuels ont été approuvés, le cas échéant, augmenté des bénéfices reportés et des réserves distribuables, et diminué des pertes reportées et du montant à allouer à la réserve légale ;

(iii) la décision de distribuer des dividendes intérimaires est prise par le Conseil d'Administration dans les deux (2) mois de la date de l'État Comptable Intérimaire ;

(iv) les droits des créanciers de la Société ne sont pas menacés, compte-tenu des actifs de la Société.

Si les dividendes intérimaires versés excèdent le montant des bénéfices distribuables à la fin de l'exercice, l'excès en question, tel que reconnu par l'assemblée générale annuelle, doit, sauf décision contraire du Conseil d'Administration lors de la déclaration de dividendes, être considéré comme étant un acompte sur les dividendes futurs.

22.5 Paiement des dividendes

Les dividendes peuvent être payés en euros ou en toute autre devise choisie par le Conseil d'Administration et doivent être payés aux lieux et dates déterminés par le Conseil d'Administration, dans les limites de toute décision prise à ce sujet par l'Assemblée Générale (le cas échéant).

Les dividendes peuvent être payés en nature au moyen d'actifs de toute nature, et ces actifs doivent être évalués par le Conseil d'Administration selon les méthodes d'évaluation déterminées à sa seule discrétion.

ARTICLE 23. Dissolution et liquidation

23.1 Principes applicables à la dissolution et la liquidation

La Société peut être dissoute, à tout moment, par une décision de l'Assemblée Générale statuant comme en matière de modification des Statuts, tel que stipulé à l'Article 11. En cas de dissolution de la Société, il sera procédé à la liquidation par les soins d'un ou de plusieurs liquidateurs (qui peuvent être des personnes physiques ou morales), et qui seront nommés par délibération de l'Assemblée Générale décidant de cette liquidation. L'Assemblée Générale déterminera également les pouvoirs et la rémunération du ou des liquidateurs.

23.2 Distribution du boni de liquidation

Lors de la liquidation de la Société, les avoirs excédentaires de la Société disponibles pour être distribués aux actionnaires le seront pour toutes les actions au pro rata, au moyen de paiement d'acomptes ou après le remboursement (ou la consignation des sommes nécessaires, le cas échéant) des dettes de la Société.

ARTICLE 24. Clause de juridiction fédérale

À moins que la Société ne consente par écrit à la sélection d'une autre juridiction, et sans préjudice de toute juridiction qui serait appropriée ou obligatoire selon les lois applicables pour entendre toute autre réclamation, les tribunaux fédéraux d'arrondissement (fédéral district courts) des États-Unis d'Amérique auront la compétence exclusive pour la résolution de toute plainte faisant valoir une cause d'action découlant du US Securities Act of 1933, telle que modifiée. Toute personne ou entité achetant ou acquérant de toute autre manière un intérêt dans un titre de la Société est réputée avoir pris connaissance du présent Article 24 et y avoir consenti. Nonobstant ce qui précède, les dispositions du présent Article 24 ne s'appliquent pas aux actions intentées pour faire valoir une responsabilité ou une obligation créée par l'US Securities Exchange Acte de 1934, tel que modifié, ou toute autre demande pour laquelle les tribunaux fédéraux des États-Unis ont une compétence exclusive. Si une ou plusieurs dispositions du présent Article 24 sont considérées comme nulles, illégales ou inapplicables, appliquées à toute circonstance pour quelque raison que ce soit, (a) la validité, la légalité et l'applicabilité de ces dispositions dans toute autre circonstance et des autres dispositions du présent Article 24 (y compris, sans limitation, chaque partie de tout paragraphe du présent Article 24 contenant une telle disposition jugée invalide, illégale ou inapplicable qui n'est pas elle-même jugée invalide, illégale ou inapplicable) ne sera en aucune façon affectée ou entravée par celle-ci et (b) l'application de cette disposition à d'autres personnes ou entités et circonstances ne sera en aucune façon affectée ou entravée par celle-ci.

ARTICLE 25. Droit applicable

Toutes les questions qui ne sont pas régies expressément par les Statuts seront déterminées conformément au droit luxembourgeois.

Exhibit 2.1

DESCRIPTION OF THE REGISTRANT'S SECURITIES REGISTERED PURSUANT TO SECTION 12 OF THE SECURITIES EXCHANGE ACT OF 1934, AS AMENDED

As of December 31, 2022, NeoGames S.A. had one class of securities registered under Section 12 of the Securities Exchange Act of 1934, as amended (the "Exchange Act"): our ordinary shares, no par value. References herein to "we," "us," "our" and the "Company" refer to NeoGames S.A. and not to any of its subsidiaries. The following description may not contain all of the information that is important to you, and we therefore refer you to our amended and restated articles of association, a copy of which is filed with the Securities and Exchange Commission ("SEC") as an exhibit to the Annual Report on Form 20-F.

Share Capital

The Company was organized under the laws of the Grand Duchy of Luxembourg as a private limited liability company (*société à responsabilité limitée*) incorporated on April 10, 2014 and converted into a public limited liability company (*société anonyme*) under the laws of Luxembourg on 10 November 2020 (as described below) and pursuant to the resolutions taken at the extraordinary general shareholders' meeting of the Company held on 10 November 2020 (the "November 2020 EGM").

Immediately prior to the November 2020 EGM, the Company was a private limited liability company (*société à responsabilité limitée*) with a share capital in the amount of EUR 18,100.3584 represented by 181,003,584 shares without par value.

During the November 2020 EGM, the shareholders approved *inter alia* (i) the conversion from the currency of the share capital of the Company from EUR to USD, resulting in a share capital amounting to $21,485.13 represented by 181,003,584 shares without par value, (ii) the increase of the share capital of the Company (by way of incorporation of reserves) by an amount of $17,459.85 representing 102,705 new shares, to an amount of $38,944.98 represented by 181,106,289 shares, (iii) the conversion of the existing 181,106,289 shares into 21,996,230 shares, without par value and (iv) the conversion of the Company from a private limited liability company (*société à responsabilité limitée*) to a public limited liability company (*société anonyme*).

The shareholders further approved at the November 2020 EGM an initial authorized share capital of up to $194,724.90 represented by a number of shares, without par value, to be determined in the board of directors' discretion (but with a par accounting value at least equivalent to the par accounting value of the existing shares from time to time).

Pursuant to resolutions of the board of directors of the Company dated November 11, 2020 and resolutions of the pricing committee dated November 18, 2020 and November 22, 2020 the share capital of the Company was increased by an aggregate amount of $5,289.68, representing 2,987,625 new shares, to an amount of $44,234.66, represented by 24,983,855 shares, without par value, as acknowledged in a notarial deed of confirmation dated 23 November 2020.

Following the exercise of share options between May 17, 2021 and December 31, 2022 the share capital of the Company was increased by an aggregate amount of $1,583.87, representing 894,577 new shares (the "Share Options Capital Increases"). Such Share Options Capital Increases were formally documented and confirmed by a mandatory Luxembourg law process that was acknowledged by notarial deeds of confirmation dated July 30, 2021, September 21, 2021, March 31, 2022, October 6, 2022 and February 14, 2023 (together, the "Notarial Share Options Capital Increases Confirmation Deeds").

Following the issuance of new shares in the context of the public offer to the shareholders of Aspire Global Plc ("Aspire") to tender all their shares in Aspire to the Company, the share capital of the Company was increased by an aggregate amount of $13,463.16, representing 7,604,015 new shares (the "Aspire Offer Capital Increases"). Such Aspire Offer Capital Increases were formally documented and confirmed by a mandatory Luxembourg law process that was acknowledged by notarial deeds of confirmation dated July 8, 2022 and October 6, 2022 (together, "Notarial Aspire Offer Capital Increases Confirmation Deeds", and together with the Notarial Share Options Capital Increases Confirmation Deeds, the "Notarial Confirmation Deeds").

As a result of the Share Options Capital Increases and the Aspire Offer Capital Increases, as of 31 December 2022, the share capital of the Company amounts to $59,281.69, represented by 33,482,447 shares, without par value.

As a result, as of 31 December 2022, the outstanding current authorized capital of the Company amounts to $174,388.19 represented by a number of shares to be freely determined by our board of directors, each without par value (but with a par accounting value at least equivalent to the par accounting value of the existing shares from time to time) (as acknowledged by the Notarial Confirmation Deeds).

All of our outstanding ordinary shares are validly issued, fully paid and non-assessable. Our ordinary shares are not redeemable and have certain preemptive rights that can be waived by our board of directors as further described below under "- *Issuance of Ordinary Shares and Preemptive Right*."

Listing

In November 2020, our ordinary shares commenced trading on Nasdaq under the symbol "NGMS.". Prior to this, no public market existed for our ordinary shares.

Issuance of Ordinary Shares and Preemptive Right

Pursuant to Luxembourg law, the issuance of ordinary shares requires approval by a quorum of at least one half of the share capital, and a two-thirds majority vote is required for the amendment of our amended and restated articles of association. The shareholders, at any general meeting of shareholders, may approve an authorized share capital and authorize the board of directors to issue ordinary shares, up to the maximum amount of such authorized share capital, for a maximum period of five years after the date that the minutes of the relevant general meeting approving such authorization are published in the Luxembourg official gazette (*Recueil électronique des Sociétés et Associations*). The shareholders, at any general meeting of shareholders, may amend, renew, or extend such authorized share capital and such authorization to the board of directors to issue ordinary shares.

The board of directors will resolve on the issuance of such ordinary shares out of the authorized share capital (*capital autorisé*) in accordance with the quorum and voting thresholds set forth in our amended and restated articles of association. The board of directors also will resolve on the applicable procedures and timelines to which such issuance will be subjected. If the proposal of the board of directors to issue new ordinary shares exceeds the limits of our authorized share capital, our board of directors must then convene the shareholders to an extraordinary general meeting to be held in the presence of a Luxembourg notary for the purpose of increasing the issued share capital. Such meeting will be subject to the quorum and majority requirements required for amending the articles of association.

Under Luxembourg law, existing shareholders benefit from a preemptive subscription right on the issuance of ordinary shares for cash consideration. However, on November 10, 2020, our shareholders have authorized for a period of 5 years the board of directors to cancel or limit any preemptive subscription rights of shareholders provided by law to the extent that the board of directors deems such cancellation or limitation advisable for any issuance of ordinary shares within the scope and conditions of our authorized share capital. The general meeting of shareholders, convened within the conditions required for an amendment to the articles of association to approve a capital increase or authorized share capital may, by two-thirds majority vote, cancel or limit such preemptive rights (or renew or amend such cancellation or limitation), in each case, for a period not to exceed five years. Such ordinary shares may be issued above, at, or below market value, but in any event not below the accounting par value per ordinary share. The ordinary shares also may be issued by way of incorporation of available reserves (including share premium).

Repurchase of Ordinary Shares

We cannot subscribe for our own ordinary shares. We may, however, repurchase issued ordinary shares or have another person repurchase issued ordinary shares for our account, subject to the following conditions:

- except in the case of ordinary shares acquired either by us or by a person acting in his or her own name but on behalf of us for the distribution thereof to our staff or to the staff of a company with which we are in a control relationship, prior authorization by a simple majority vote must be obtained at an ordinary general meeting of shareholders, which authorization sets forth:

- the terms and conditions of the proposed repurchase and in particular the maximum number of ordinary shares to be repurchased;

- the duration of the period for which the authorization is given (which may not exceed five years); and
- in the case of repurchase for consideration, the minimum and maximum consideration per share;
- only fully paid-up ordinary shares may be repurchased;
- the repurchases may not have the effect of reducing net assets below the amount of the issued share capital plus reserves (which may not be distributed by law or under our amended and restated articles of association);
- the voting and dividend rights attached to the repurchased shares will be suspended as long as the repurchased ordinary shares are held by us; and
- the repurchase offer must be made on the same terms and conditions to all the shareholders who are in the same position, except for repurchases which were unanimously decided by a general meeting at which all the shareholders were present or represented (and except in accordance with Article 430-15, 4° of the Luxembourg Company Law, as amended from time to time (*loi du 10 août 1915 concernant les sociétés commerciales, telle qu'elle a été modifiée*)).

The shareholder authorization described above will be valid for a period ending on the earlier of five years from the date of such shareholder authorization and the date of its renewal by a subsequent general meeting of shareholders. Pursuant to such authorization, the board of directors is authorized to acquire and sell our ordinary shares under the conditions set forth in Article 430-15 of the Luxembourg Company Law. Such purchases and sales may be carried out for any authorized purpose or any purpose that is authorized by the laws and regulations in force.

On November 10, 2020, our shareholders authorized the Company for a period of five years to repurchase up to 50% of the aggregate ordinary shares in issues from time to time. The purchase price per ordinary share in such circumstance shall be determined by the board of directors but (i) not less than 50% of the lowest closing price per share and (ii) not more than 50% above the highest closing price per share, in each case as reported by the New York City edition of the Wall Street Journal, or, if not reported therein, any other authoritative sources to be selected by the board of directors, over the ten trading days preceding the date of the purchase (or the date of the commitment to the transaction).

In addition, pursuant to Luxembourg law, we may directly or indirectly repurchase ordinary shares by a resolution of our board of directors without the prior approval of the general meeting of shareholders if such repurchase is deemed by our board of directors to be necessary to prevent serious and imminent harm to us or if the repurchase of ordinary shares has been made with the intent of the distribution thereof to our employees and/or the employees of any entity having a controlling relationship with us (i.e., our subsidiaries or controlling shareholder).

Form and Transfer of Ordinary Shares

Our ordinary shares are issued in registered form only and are freely transferable under Luxembourg law and our amended and restated articles of association. Our board of directors may, however, impose transfer restrictions for ordinary shares that are registered, listed, quoted, dealt in, or that have been placed in certain jurisdictions in compliance with the requirements applicable therein. Luxembourg law does not impose any limitations on the rights of Luxembourg or non-Luxembourg residents to hold or vote our ordinary shares.

Under Luxembourg law, the ownership of registered ordinary shares is prima facie established by the inscription of the name of the shareholder and the number of ordinary shares held by him, her or it in the shareholders' register.

Without prejudice to the conditions for transfer by book entry where ordinary shares are recorded in the shareholders' register on behalf of one or more persons in the name of a depository, each transfer of ordinary shares shall be effected by written declaration of transfer to be recorded in the shareholders' register, with such declaration to be dated and signed by the transferor and the transferee or by their duly appointed agents. We may accept and enter into the shareholders' register any transfer effected pursuant to an agreement or agreements between the transferor and the transferee, true and complete copies of which have been delivered to us.

If our ordinary shares are not listed on a stock exchange in the United States, a shareholders' register will be maintained by us at our registered office in Luxembourg. Transfer of record ownership of ordinary shares is effected by a written deed of transfer acknowledged by us or by our transfer agent and registrar acting as our agent on our behalf.

Beneficiary certificates

No beneficiary certificate (*part bénéficiaire*) has been issued by the Company.

Liquidation Rights and Dissolution

In the event of our dissolution, liquidation or winding-up, any surplus of the assets remaining after allowing for the payment of all of our liabilities will be paid out to the shareholders pro rata according to their respective shareholdings. The decisions to dissolve, liquidate, or wind-up require approval by an extraordinary general meeting of our shareholders.

Merger and De-Merger

A merger by absorption whereby one Luxembourg company, after its dissolution without liquidation, transfers all of its assets and liabilities to another company in exchange for the issuance of ordinary shares in the acquiring company to the shareholders of the company being acquired, or a merger effected by transfer of assets to a newly incorporated company, must, in principle, be approved at an extraordinary general meeting of shareholders of the Luxembourg company, enacted in front of a Luxembourg notary. Similarly, a de-merger of a subsidiary of a Luxembourg company is generally subject to the approval by an extraordinary general meeting of shareholders, enacted in front of a Luxembourg notary.

No Appraisal Rights

Neither Luxembourg law nor our amended and restated articles of association provide for appraisal rights of dissenting shareholders.

General Meeting of Shareholders

Any regularly constituted general meeting of shareholders represents the entire body of our shareholders.

A holder of our share capital is entitled to attend our general meeting of shareholders, either in person or by proxy, to address the general meeting of shareholders and to exercise voting rights, subject to the provisions of our amended and restated articles of association. Each ordinary share entitles the holder to one vote at a general meeting of shareholders. No beneficiary certificates have been issued as of the date of this prospectus. Our amended and restated articles of association provide that our board of directors shall adopt all other regulations and rules concerning the attendance to the general meeting, the availability of access cards, and the availability of proxy forms in order to enable shareholders to exercise their right to vote as our board of directors deems fit.

When convening a general meeting of shareholders, we will send a convening notice by registered mail to the registered address of each shareholder at least eight days before the meeting. The convening notices for every general meeting shall contain the agenda and shall take the form of announcements filed with the register of commerce and companies, published on the Luxembourg official gazette (*Recueil Electronique des Sociétés et Associations*), and published in a Luxembourg newspaper at least 15 days before the meeting. No proof is required that this formality has been complied with. The board of directors may impose a record date formality in the convening notice which shall condition the exercise of the voting right.

Our amended and restated articles of association provide that if our ordinary shares are listed on a regulated market, the general meeting also will be convened in accordance with the publicity requirements of such regulated market applicable to us.

A shareholder may participate in general meetings of shareholders by appointing another person as his or her proxy, the appointment of which shall be in writing. Our amended and restated articles of association also provide that, in the case of ordinary shares held through the operator of a securities settlement system or depository, a holder of such ordinary shares wishing to attend a general meeting of shareholders should receive from such operator or depository a certificate in proper form. Our board may determine the formal requirements with which such certificates must comply.

The ordinary general meeting of shareholders must be held within six months from the end of the respective financial year at our registered office or in any other place in Luxembourg as notified to the shareholders.

Luxembourg law provides that the board of directors is obliged to convene a general meeting of shareholders if shareholders representing, in the aggregate, 10% of the issued share capital so request in writing with an indication of the meeting agenda. In such case, the general meeting of shareholders must be held within one month of the request. If the requested general meeting of shareholders is not held within one month, shareholders representing, in the aggregate, 10% of the issued share capital may petition the competent president of the district court in Luxembourg to have a court appointee convene the meeting. Luxembourg law provides that shareholders representing, in the aggregate, 10% of the issued share capital may request that additional items be added to the agenda of a general meeting of shareholders. That request must be made by registered mail sent to our registered office at least five days before the general meeting of shareholders.

Voting Rights

Each ordinary share entitles the holder thereof to one vote.

Neither Luxembourg law nor our articles of association contain any restrictions as to the voting of our ordinary shares by non-Luxembourg residents.

Luxembourg law distinguishes general meetings of shareholders and extraordinary general meetings of shareholders with respect to voting rights, quorum and majorities.

Ordinary General Meeting. At an ordinary general meeting, there is no quorum requirement and resolutions are adopted by a simple majority of validly cast votes. Abstentions are not considered "votes."

Extraordinary General Meeting. Extraordinary resolutions are required for any of the following matters, among others: (i) an increase or decrease of the authorized or issued capital, (ii) a limitation or exclusion of preemptive rights, (iii) approval of a statutory merger or de-merger (scission), (iv) our dissolution and liquidation, and (v) any and all amendments to our articles of association. Pursuant to our amended and restated articles of association, for any resolutions to be considered at an extraordinary general meeting of shareholders, the quorum shall be at least one half (50%) of our issued share capital unless otherwise required by law. If the said quorum is not present, a second meeting may be convened, for which Luxembourg law does not prescribe a quorum. Any extraordinary resolution shall be adopted at a quorate general meeting (save as otherwise provided by mandatory law) by at least a two-thirds majority of the votes validly cast on such resolution. When the resolution of the general meeting of shareholders would change the respective rights attached to the beneficiary certificates (if any in issue), the resolution must, in order to be valid, fulfill the above-mentioned conditions as to attendance and majority with respect to the holders of beneficiary certificates. Abstentions are not considered "votes."

Minority Action Right. Luxembourg law provides for a provision whereby the shareholders and/or future holders of beneficiary certificates holding, in the aggregate, 10% of the securities having a right to vote at the general meeting may act on our behalf to discharge the members of our board of directors for misconduct against our interests or for a violation of the law or our articles of association.

Dividend Rights

All of our ordinary shares rank *pari passu* with respect to the payment of dividends or other distributions unless the right to dividends or other distributions has been suspended in accordance with our articles of association or applicable law. The dividend entitlement lapses upon the expiration of a five-year prescription period as from the date of the dividend distribution. The unclaimed dividends return to our accounts.

Board of Directors

Our board of directors will appoint a chair from among its members. It also may appoint a secretary, who need not be a director and who will be responsible for keeping the minutes of the meetings of our board of directors and of our shareholders. Our board of directors will meet upon call by the chair. A meeting must be convened if any of two directors so require. The chair will preside at all meetings of our board of directors and of our shareholders (if required), except that in the absence of the chair, our board of directors may appoint another director and the general meeting of shareholders may appoint another person as chair pro tempore by vote of the majority present or represented at such meeting.

A quorum of our board of directors shall be at least one half of its members present or represented, and resolutions may be duly adopted by the vote of a simple majority of the members of our board of directors present or represented. No valid decision of our board of directors may be taken if the necessary quorum has not been reached. In case of an equality of votes, the chair or chair pro tempore shall have the right to cast the deciding vote. Our board of directors also may take decisions by means of resolutions in writing signed by all directors. Each director has one vote.

Pursuant to our articles of association, for so long as Barak Matalon, Elyahu Azur, Pinhas Zahavi and Aharon Aran (collectively, the "Founding Shareholders") (i) own in the aggregate at least 40.0% of the issued and outstanding share capital of the Company, a number of directors equal to 50.0% of the total number of directors will be elected from nominees selected by the Founding Shareholders, (ii) own in the aggregate at least 25.0% of the issued and outstanding share capital of the Company, a number of directors equal to 33.0% of the total number of directors will be elected from nominees selected by the Founding Shareholders, and (iii) own in the aggregate at least 15.0% of the issued and outstanding share capital of the Company, one director will be elected from nominees selected by the Founding Shareholders.

Shareholders elect directors and decide their respective terms, and may dismiss one or more directors at any time, with or without cause, by a simple majority of votes cast at a general meeting of shareholders. Under Luxembourg law, directors may be reelected, but the term of their office may not exceed six years. If our board of directors has a vacancy, the remaining directors have the right to fill (pursuant to the affirmative vote of a majority of the remaining directors) such vacancy on a temporary basis until the following general meeting of shareholders. However, the election of any temporary director shall be requested definitively at the next general meeting of shareholders.

Within the limits provided for by law and subject to our articles of association, our board of directors may delegate our daily management and the authority to represent us to one or more persons. In addition, our board of directors may set up an executive committee and entrust the latter with any powers of our board of directors, with the exception of (i) our general strategic direction, and (ii) those acts reserved to our board of directors by Luxembourg law. The Company's board of directors has used such powers to appoint Mordechay (Moti) Malul as general director (*Directeur Général*) in accordance with Luxembourg law.

No director, solely as a result of being a director, shall be prevented from contracting with us, either with regard to such director's tenure in any office, or place of profit, or as vendor, purchaser, or in any other manner whatsoever, nor shall any contract in which any director is in any way interested be liable to be voided merely on account of his or her position as director, nor shall any director who is so interested be liable to account to us or the shareholders for any remuneration, profit or other benefit realized by the contract by reason of the director holding that office or of the fiduciary relationship thereby established.

Any director having a direct or indirect financial interest in a transaction submitted for approval at a meeting of our board of directors shall immediately inform the board of directors of such interest at that meeting and shall cause a record of such a statement to be included in the minutes of the meeting, unless such transaction is made in the ordinary course of business of the Company entered and on arm's length terms. Such director may not take part in these deliberations nor vote on such a transaction. At the next general meeting of shareholders, a special report shall be made on any transactions in which any of the directors may have had an interest that conflicts with our interest.

Our articles of association provide that directors and officers, past and present, are entitled to indemnification from us to the fullest extent permitted by Luxembourg law, against liabilities and all expenses reasonably incurred or paid by him or her in connection with any claim, action, suit, or proceeding in which he or she is involved by virtue of him or her being or having been a director or officer of the Company and against amounts paid or incurred by him or her in the settlement thereof.

There is no mandatory retirement age for directors under Luxembourg law and no minimum shareholding requirement for directors.

Unsuitable Shareholders

Subject to all applicable law and regulation, our articles of association provide for the suspension of certain rights attached to our ordinary shares that are held by unsuitable shareholders and the disposal of any of our ordinary shares owned or controlled by an unsuitable person or its affiliates by transfer to one or more third-party transferees. If such unsuitable person fails to dispose of our ordinary shares within the required period of time, we may in good faith dispose (or procure the disposal) of such ordinary shares to a designated third party at the highest price reasonably attainable or, subject to applicable law and regulation and our articles of association, acquire such ordinary shares by way of a redemption.

Amendment of Articles of Association

Shareholder Approval Requirements. Luxembourg law requires an extraordinary general meeting of shareholders to resolve upon an amendment of the articles of association to be made by extraordinary resolution.

The agenda of the extraordinary general meeting of shareholders must indicate the proposed amendments to the articles of association. An extraordinary general meeting of shareholders convened for the purposes of amending the articles of association must have a quorum of at least 50% of our issued share capital. If the said quorum is not present, a second meeting may be convened at which Luxembourg law does not prescribe a quorum. Irrespective of whether the proposed amendments will be subject to a vote at any duly convened extraordinary general meeting of shareholders, the amendment is subject to the approval of at least two-thirds of the votes cast at such extraordinary general meeting of shareholders. When the resolution of the general meeting of shareholders is to change the respective rights attached to the beneficiary certificates, the resolution must, in order to be valid, fulfill the above-mentioned conditions as to attendance and majority with respect to the holders of beneficiary certificates.

Formalities. Any resolutions to amend our articles of association must be taken before a Luxembourg notary, and such amendments must be published in accordance with Luxembourg law.

Exclusive Forum

Our amended and restated articles of association provide that, unless we consent in writing to the selection of an alternative forum, the U.S. federal district courts shall be the sole and exclusive forum for any claim asserting a cause of action arising under the Securities Act. Section 22 of the Securities Act creates concurrent jurisdiction for federal and state courts over all such Securities Act actions. Accordingly, both state and federal courts have jurisdiction to entertain such claims. This choice of forum provision may limit a shareholder's ability to bring a claim in a judicial forum that it finds favorable for disputes with us or our directors, officers or other employees and may increase the costs associated with such lawsuits, which may discourage such lawsuits against us and our directors, officers and employees. Alternatively, if a court were to find these provisions of our amended and restated articles of association inapplicable to, or unenforceable in respect of, one or more of the specified types of actions or proceedings, we may incur additional costs associated with resolving such matters in other jurisdictions, which could adversely affect our business and financial condition. Any person or entity purchasing or otherwise acquiring any interest in our share capital shall be deemed to have notice of and to have consented to the choice of forum provisions of our amended and restated articles of association described above. This provision would not apply to suits brought to enforce a duty or liability created by the Exchange Act or any other claim for which the U.S. federal courts have exclusive jurisdiction.

Differences in Corporate Law

We are incorporated under the laws of Luxembourg. The following discussion summarizes certain material differences between the rights of holders of our ordinary shares and the rights of holders of the ordinary shares of a typical corporation incorporated under the laws of the State of Delaware, which result from differences in governing documents and the laws of Luxembourg and Delaware.

Luxembourg:	Delaware:
Board of Directors	
Pursuant to Luxembourg law, our board of directors must be composed of at least three directors. They are appointed by the general meeting of shareholders (by proposal of the board of directors, the shareholders or a spontaneous candidacy) by a simple majority of the votes cast. Directors may be reelected, but the term of their office may not exceed six years.	A typical certificate of incorporation and bylaws would provide that the number of directors on the board of directors will be fixed from time to time by a vote of the majority of the authorized directors. Under Delaware law, a board of directors can be divided into classes, and cumulative voting in the election of directors is only permitted if expressly authorized in a corporation's certificate of incorporation.
Pursuant to our amended and restated articles of association, directors are elected by a simple majority vote at a general meeting. Abstentions are not considered "votes."	
Our amended and restated articles of association provide, that in case of a vacancy, the remaining members of the board of directors may elect a director to fill the vacancy until the following general meeting.	
Each director has one vote.	
Our amended and restated articles of association provide that the board of directors may set up committees and determine their composition, powers, and rules.	
Interested Shareholders	
Under Luxembourg law, no restriction exists as to the transactions that a shareholder may conclude with us. The transaction must, however, be in our corporate interest and be made on arm's length terms.	Section 203 of the Delaware General Corporation Law (the "DGCL") generally prohibits a Delaware corporation from engaging in specified corporate transactions (such as mergers, stock and asset sales, and loans) with an "interested shareholder" for three years following the time that the shareholder becomes an interested shareholder. Subject to specified exceptions, an "interested shareholder" is a person or group that owns 15% or more of the corporation's outstanding voting stock (including any rights to acquire stock pursuant to an option, warrant, agreement, arrangement or understanding, or upon the exercise of conversion or exchange rights, and stock with respect to which the person has voting rights only), or is an affiliate or associate of the corporation and was the owner of 15% or more of the voting stock at any time within the previous three years. A Delaware corporation may elect to "opt out" of, and not be governed by, Section 203 of the DGCL through a provision in either its original certificate of incorporation, or an amendment to its original certificate or bylaws that was approved by majority shareholder vote. With a limited exception, this amendment would not become effective until 12 months following its adoption.

Luxembourg:	Delaware:
Amendment of Governing Documents	
Under Luxembourg law, amendments to our articles of association require an extraordinary general meeting of shareholders held in front of a public notary at which at least one half of the share capital is represented. The notice of the extraordinary general meeting shall set out the proposed amendments to the articles of association.	Under the DGCL, amendments to a corporation's certificate of incorporation require the approval of shareholders holding a majority of the outstanding shares entitled to vote on the amendment. If a class vote on the amendment is required by the DGCL or the certificate of incorporation, a majority of the outstanding stock of the class is required, unless a greater proportion is specified in the certificate of incorporation or by other provisions of the DGCL. Under the DGCL, the board of directors may amend bylaws if so authorized in the charter. The shareholders of a Delaware corporation also have the power to amend bylaws.
If the aforementioned quorum is not reached, a second meeting may be convened by means of a notice published in the Luxembourg official electronic gazette (*Recueil Electronique des Sociétés et Associations*) and in a Luxembourg newspaper 15 days before the meeting. The second meeting shall be validly constituted regardless of the proportion of the share capital represented.	
At both meetings, resolutions will be adopted if approved by at least two-thirds of the votes cast (unless otherwise required by Luxembourg law or the articles of association). Where classes of shares exist and the resolution to be adopted by the general meeting of shareholders changes the respective rights attaching to such shares, the resolution will be adopted only if the conditions as to quorum and majority set out above are fulfilled with respect to each class of shares. This also applies with respect to the beneficiary certificates. An increase of the commitments of its shareholders require, however, the unanimous consent of the shareholders (and bondholders, if any).	
Our articles of association provide that for any extraordinary resolutions to be considered at a general meeting, the quorum shall be at least one-half of our issued share capital. If the said quorum is not present, a second meeting may be convened at which Luxembourg law does not prescribe a quorum. Any extraordinary resolution shall be adopted at a quorate general meeting (save as otherwise provided by mandatory law) by a two-thirds majority of the votes validly cast on such resolution. Abstentions are not considered "votes."	
In very limited circumstances, the board of directors may be authorized by the shareholders to amend the articles of association, albeit always within the limits set forth by the shareholders at a duly convened shareholders' meeting. This is the case in the context of our authorized share capital within which the board of directors is authorized to issue further ordinary shares or in the context of a share capital reduction and cancellation of ordinary shares. The board of directors is then authorized to appear in front of a notary public to record the capital increase or decrease and to amend the share capital set forth in the articles of association. The above also applies in case of the transfer of our registered office outside the current municipality.	

Luxembourg:	Delaware:

Meetings of Shareholders

Pursuant to Luxembourg law, at least one general meeting of shareholders must be held each year within six months as from the close of the financial year. The purpose of such ordinary general meeting is to approve the annual accounts, allocate the results, proceed to statutory appointments, and grant discharge to the directors. The ordinary general meeting must be held within six months of the end of each financial year.

Other meetings of shareholders may be convened.

Pursuant to Luxembourg law, the board of directors is obliged to convene a general meeting so that it is held within a period of one month of the receipt of a written request of shareholders representing one-tenth of the issued capital. Such request must be in writing and indicate the agenda of the meeting.

Quorum Requirements:

Luxembourg law distinguishes ordinary resolutions and extraordinary resolutions.

Extraordinary resolutions relate to proposed amendments to the articles of association and certain other limited matters. All other resolutions are ordinary resolutions.

Ordinary Resolutions: Pursuant to Luxembourg law, there is no requirement of a quorum for any ordinary resolutions to be considered at a general meeting, and such ordinary resolutions shall be adopted by a simple majority of votes validly cast on such resolution. Abstentions are not considered "votes."

Extraordinary Resolutions: Extraordinary resolutions are required for any of the following matters, among others: (i) an increase or decrease of the authorized or issued capital, (ii) a limitation or exclusion of preemptive rights, (iii) approval of a statutory merger or de-merger (scission), (iv) dissolution, and (v) an amendment of the articles of association.

Pursuant to Luxembourg law for any extraordinary resolutions to be considered at a general meeting, the quorum shall generally be at least one half (50%) of the issued share capital. If the said quorum is not present, a second meeting may be convened at which Luxembourg law does not prescribe a quorum. Any extraordinary resolution shall be adopted at a quorate general meeting (save as otherwise provided by mandatory law) by a two-thirds majority of the votes validly cast on such resolution. Abstentions are not considered "votes."

Typical bylaws provide that annual meetings of shareholders are to be held on a date and at a time fixed by the board of directors. Under the DGCL, a special meeting of shareholders may be called by the board of directors or by any other person authorized to do so in the certificate of incorporation or the bylaws.

Under the DGCL, a corporation's certificate of incorporation or bylaws can specify the number of shares that constitute the quorum required to conduct business at a meeting, provided that in no event shall a quorum consist of less than one-third of the shares entitled to vote at a meeting.

Luxembourg:	Delaware:
Shareholder Approval of Business Combinations	
Under Luxembourg law and our amended and restated articles of association, the board of directors has the broadest power to take any action necessary or useful to achieve the corporate objective. The board of directors' powers are limited only by law and our amended and restated articles of association. Any type of transaction that would require an amendment to the articles of association, such as a merger, de-merger, consolidation, dissolution, or voluntary liquidation, requires an extraordinary resolution of a general meeting of shareholders. Transactions such as a sale, lease, or exchange of substantial company assets require only the approval of the board of directors. Neither Luxembourg law nor our amended and restated articles of association contain any provision specifically requiring the board of directors to obtain shareholder approval of the sale, lease, or exchange of substantial assets of ours.	Generally, under the DGCL, completion of a merger, consolidation, or the sale, lease, or exchange of substantially all of a corporation's assets or dissolution requires approval by the board of directors and by a majority (unless the certificate of incorporation requires a higher percentage) of outstanding stock of the corporation entitled to vote. The DGCL also requires a special vote of shareholders in connection with a business combination with an "interested shareholder" as defined in section 203 of the DGCL. See "- *Interested Shareholders*" above.
Shareholder Action Without a Meeting	
A shareholder meeting must always be called if the matter to be considered requires a shareholder resolution under Luxembourg law or our amended and restated articles of association. Pursuant to Luxembourg law, shareholders of a public limited liability company may not take actions by written consent. All shareholder actions must be approved at an actual meeting of shareholders held before a notary public or under private seal, depending on the nature of the matter. Shareholders may vote by proxy.	Under the DGCL, unless otherwise provided in a corporation's certificate of incorporation, any action that may be taken at a meeting of shareholders may be taken without a meeting, without prior notice, and without a vote if the holders of outstanding stock, having not less than the minimum number of votes that would be necessary to authorize such action, consent in writing. It is not uncommon for a corporation's certificate of incorporation to prohibit such action.
Distributions	
Under Luxembourg law, the amount and payment of dividends or other distributions is determined by a simple majority vote at a general meeting of shareholders based on the recommendation of our board of directors, except in certain limited circumstances. Pursuant to our amended and restated articles of association, our board of directors has the power to pay interim dividends or make other distributions in accordance with applicable Luxembourg law. Distributions (in the form of either dividends, share premium reimbursements or capital surplus reimbursements) may be lawfully declared and paid if our net profits and/or distributable reserves are sufficient under Luxembourg law.	The DGCL permits a corporation to declare and pay dividends out of statutory surplus or, if there is no surplus, out of net profits for the fiscal year in which the dividend is declared and/or for the preceding fiscal year as long as the amount of capital of the corporation following the declaration and payment of the dividend is not less than the aggregate amount of the capital represented by the issued and outstanding stock of all classes having a preference upon the distribution of assets.

Luxembourg:	Delaware:
Under Luxembourg law, the amount of a distribution paid to shareholders (including in the form of dividends or share premium reimbursements) may not exceed the amount of the profits at the end of the last financial year plus any profits carried forward and any amounts drawn from reserves that are available for that purpose, less any losses carried forward and sums to be placed in reserve in accordance with Luxembourg law or our amended and restated articles of association. Furthermore, no distributions (including in the form of dividends or share premium reimbursements) may be made if net assets were, at the end of the last financial year (or would become, following such a distribution), less than the amount of the subscribed share capital plus the non-distributable reserves. Distributions in the form of dividends may only be made out of net profits and profits carried forward, whereas distributions in the form of share premium reimbursements may only be made out of available share premium and distributions in the form of capital surplus reimbursements may only be made out of capital surplus. Under Luxembourg law, at least 5% of our net profits per year must be allocated to the creation of a legal reserve until such reserve has reached an amount equal to 10% of our issued share capital. The allocation to the legal reserve becomes compulsory again when the legal reserve no longer represents 10% of our issued share capital. The legal reserve is not available for distribution.	

Repurchases and Redemptions

Pursuant to Luxembourg law, we (or any party acting on our behalf) may repurchase our own shares and hold them in treasury, provided that: • the shareholders at a general meeting have previously authorized our board of directors to acquire our ordinary shares. The general meeting shall determine the terms and conditions of the proposed repurchase and in particular the maximum number of ordinary shares to be acquired, the period for which the authorization is given (which may not exceed five years), and, in the case of repurchase for consideration, the maximum and minimum consideration, provided that the prior authorization shall not apply in the case of ordinary shares acquired by either us or by a person acting in its own name but on our behalf for the distribution thereof to our staff or to the staff of a company with which we are in a control relationship;	Under the DGCL, any corporation may purchase or redeem its own shares, except that generally it may not purchase or redeem these shares if the capital of the corporation is impaired at the time or would become impaired as a result of the redemption. A corporation may, however, purchase or redeem out of capital shares that are entitled upon any distribution of its assets to a preference over another class or series of its shares if the shares are to be retired and the capital reduced.

- the acquisitions, including ordinary shares previously acquired by us and held by us and shares acquired by a person acting in his or her own name but on our behalf, may not have the effect of reducing the net assets below the amount of the issued share capital plus the reserves (which may not be distributed by law or under the articles of association);

- the ordinary shares repurchased are fully paid-up; and

- the acquisition offer must be made on the same terms and conditions to all the shareholders who are in the same position, except for acquisitions which were unanimously decided by a general meeting at which all the shareholders were present or represented (and except for acquisitions made on Nasdaq).

No prior authorization by shareholders is required (i) if the acquisition is made to prevent serious and imminent harm to us, provided that the board of directors informs the next general meeting of the reasons for and the purpose of the acquisitions made, the number and nominal values or the accounting value of the ordinary shares acquired, the proportion of the subscribed capital which they represent, and the consideration paid for them, and (ii) in the case of ordinary shares acquired by either us or by a person acting on our behalf with a view to redistributing the ordinary shares to our staff or its controlled subsidiaries, provided that the distribution of such shares is made within 12 months from their acquisition.

Luxembourg law provides for further situations in which the above conditions do not apply, including the acquisition of shares pursuant to a decision to reduce our capital or the acquisition of shares issued as redeemable shares. Such acquisitions may not have the effect of reducing net assets below the aggregate of subscribed capital and reserves (which may not be distributed by law and are subject to specific provisions on reductions in capital and redeemable shares under Luxembourg law).

Any shares acquired in contravention of the above provisions must be resold within a period of one year after the acquisition or be cancelled at the expiration of the one-year period.

As long as shares are held in treasury, the voting rights attached thereto are suspended. Further, to the extent the treasury shares are reflected as assets on our balance sheet a non-distributable reserve of the same amount must be reflected as a liability. Our amended and restated articles of association provide that shares may be acquired in accordance with the law.

On November 10, 2020, our shareholders authorized the Company for a period of five years to repurchase up to 50% of the aggregate Ordinary Shares in issues from time to time. The purchase price per Ordinary Share in such circumstance shall be determined by the board of directors but (i) not less than 50% of the lowest closing price per share and (ii) not more than 50% above the highest closing price per share, in each case as reported by the New York City edition of the Wall Street Journal, or, if not reported therein, any other authoritative sources to be selected by the board of directors, over the ten trading days preceding the date of the purchase (or the date of the commitment to the transaction).

Luxembourg:	Delaware:
Transactions with Officers or Directors	
There are no rules under Luxembourg law preventing a director from entering into contracts or transactions with us to the extent the contract or the transaction is in our corporate interest. Luxembourg law prohibits a director from participating in deliberations and voting on a transaction if (i) such director has a direct or indirect financial interest therein, and (ii) the interests of such director or conflict with our interests. The relevant director must disclose his or her personal financial interest to the members of the board of directors and abstain from voting. The transaction and the director's interest therein shall be reported to the next succeeding general meeting of shareholders. Our amended and restated articles of association may require that certain transactions between a director and us be submitted for approval by our board of directors and/or shareholders. Our amended and restated articles of association provide that no director, solely as a result of being a director, shall have any duty to refrain from any decision or action to enforce its rights under any agreement or contract with us. A director who has an interest in a transaction carried out other than in the ordinary course of business that conflicts with our interests must advise the board of directors accordingly and have the statement recorded in the minutes of the meeting. The director concerned may not take part in the deliberations concerning that transaction. A special report on the relevant transaction is submitted to the shareholders at the next general meeting of shareholders, before any vote on the matter.	Under the DGCL, some contracts or transactions in which one or more of a corporation's directors has an interest are not void or voidable because of such interest, provided that some conditions, such as obtaining the required approval and fulfilling the requirements of good faith and full disclosure, are met. Under the DGCL, either (i) the shareholders or the board of directors must approve in good faith any such contract or transaction after full disclosure of the material facts, or (ii) the contract or transaction must have been "fair" as to the corporation at the time it was approved. If the board of directors' approval is sought, the contract or transaction must be approved in good faith by a majority of disinterested directors after full disclosure of material facts, even though less than a majority of a quorum.

Luxembourg:	Delaware:
Fiduciary Duties of Directors	
The board of directors must act as a collegial body in the corporate interest of a company and has the power to take any action necessary or useful to realize the corporate objects of a company, with the exception of the powers reserved by Luxembourg law or by the articles of association to the general meeting of shareholders. Luxembourg law imposes a duty on directors of a Luxembourg company to: (i) act in good faith with a view to the best interests of the company; and (ii) exercise the care, diligence, and skill that a reasonably prudent person would exercise in a similar position and under comparable circumstances. The standard of care required from directors in the execution of their mandate vis-à-vis the company is the standard that an ordinary prudent or reasonable person would apply to his or her own affairs. The standard of care is more onerous where a director has special skills or where such director receives remuneration for his or her office. In addition, Luxembourg law imposes specific duties on directors and officers of a company to comply with Luxembourg law and the articles of association of a company.	Under the DGCL, except as otherwise provided in a company's certificate of incorporation, the board of directors of a Delaware company bears the ultimate responsibility for managing the business and affairs of a corporation. In discharging this function, directors of a Delaware company owe fiduciary duties of care and loyalty to a company and its shareholders. Delaware courts have decided that the directors of a Delaware company are required to exercise an informed business judgment in the performance of their duties. An informed business judgment means that the directors have informed themselves of all material information reasonably available to them. Delaware courts have also subjected directors' actions to enhanced scrutiny in certain situations, including if directors take certain actions intended to prevent a threatened change in control of a company or in connection with transactions involving a conflicted controlling shareholder. In addition, under Delaware law, when the board of directors of a Delaware corporation determines to sell or break-up a corporation, the board of directors may, in certain circumstances, have a duty to obtain the highest value reasonably available to the shareholders at that time.
Dissenters' Rights	
Neither Luxembourg law nor our amended and restated articles of association provide for appraisal rights.	Under the DGCL, a shareholder of a corporation participating in some types of major corporate transactions may, under varying circumstances, be entitled to appraisal rights pursuant to which the shareholder may receive cash in the amount of the fair market value of his or her shares in lieu of the consideration he or she would otherwise receive in the transaction.
Shareholder Suits	
Under Luxembourg law, the board of directors has sole authority to decide whether to initiate legal action to enforce a company's rights (other than, in certain circumstances, an action against board members). Shareholders do not have the authority to initiate legal action on a company's behalf. Shareholders and/or future holders of beneficiary certificates holding at least 10.0% of the securities of a company having a right to vote at the general meeting may bring an action against the directors on behalf of the company. This provision of Luxembourg law does not apply to claims under the U.S. federal securities laws.	Under Delaware law, a shareholder may bring a derivative action on a company's behalf to enforce the rights of a company. An individual also may commence a class action lawsuit on behalf of himself or herself and other similarly situated shareholders if the requirements for maintaining a class action lawsuit under Delaware law are met. An individual may institute and maintain a class action lawsuit only if such person was a shareholder at the time of the transaction that is the subject of the lawsuit or his or her shares thereafter devolved upon him or her by operation of law. In addition, the plaintiff must generally be a shareholder through the duration of the lawsuit.

Luxembourg:	Delaware:
Luxembourg law does not provide for class action lawsuits.	Delaware law requires that a derivative plaintiff make a demand on the directors of the corporation to assert the corporate claim before the lawsuit may be prosecuted, unless such demand would be futile.
Cumulative Voting	
Not applicable.	Under the DGCL, a corporation may adopt in its bylaws that its directors shall be elected by cumulative voting. When directors are elected by cumulative voting, a shareholder has a number of votes equal to the number of shares held by such shareholder times the number of directors nominated for election. The shareholder may cast all of such votes for one director or among the directors in any proportion.
Anti-Takeover Measures	
Pursuant to Luxembourg law, it is possible to create an authorized share capital from which the board of directors is authorized by the shareholders to issue further ordinary shares and, under certain conditions, to limit, restrict, or waive preferential subscription rights of existing shareholders. The rights attached to the shares issued within the authorized share capital will be equal to those attached to existing shares and set forth in our amended and restated articles of association. The authority of the board of directors to issue additional ordinary shares is valid for a period of up to five years starting from the date of the publication of the minutes of the extraordinary general meeting resolving upon such authorization in the Luxembourg official gazette (*Recueil Electronique des Sociétés et Associations*), unless renewed by vote of the holders of at least two-thirds of the votes cast at a shareholders meeting. Our amended and restated articles of association authorize our board of directors to issue ordinary shares within the limits of the authorized share capital at such times and on such terms as our board of directors or its delegates may decide for a period ending five years after November 10, 2020 (unless such period is extended, amended or renewed). Accordingly, our board of directors will be authorized to issue ordinary shares up to the limits of authorized share capital until such date. We currently intend to seek renewals and/or extensions as required from time to time.	Under the DGCL, the certificate of incorporation of a corporation may give the board of directors the right to issue new classes of preferred shares with voting, conversion, dividend distribution, and other rights to be determined by the board of directors at the time of issuance, which could prevent a takeover attempt and thereby preclude shareholders from realizing a potential premium over the market value of their shares. In addition, Delaware law does not prohibit a corporation from adopting a shareholder rights plan, or “poison pill,” which could prevent a takeover attempt and also preclude shareholders from realizing a potential premium over the market value of their shares.

Exhibit 4.3

Certain information identified as [***] has been excluded because it is both not material and is the type that the Company treats as private or confidential

Amendment No. 1

THIS AMENDMENT NO. 1 (this "**Amendment**"), dated as of the 29th day of March, 2023 (the "**Effective Date**") to the **Existing MOU** (as defined hereinafter), is between **NeoGames S.A.,** incorporated and registered in Luxembourg whose registered office is at 63–65, rue de Merl, 2146, Luxembourg, and NeoGames Solutions LLC, incorporated and registered in Delaware whose registered office is at 2801 Centerville Rd, 1st FL, PMB #62, Wilmington, DE 19808, USA (collectively, "**NeoGames**") and **American Wagering, Inc.,** a Nevada corporation whose registered office is at 112 North Curry Street, Carson City, Nevada 89703, USA ("**CZR**").

CZR and NeoGames are also referred to herein individually as a "**Party**" and collectively as the "**Parties**".

WHEREAS NeoGames and CZR have entered into a binding memorandum of understanding, with respect to, amongst other things, licensing, financing and software development arrangements between the Parties, attached as **Schedule 1** (the "**Existing MOU**");

WHEREAS The Parties now wish to vary some of the contractual terms of the Existing MOU and to continue their engagement under the Existing MOU as amended in accordance with the provisions of this Amendment (collectively, the "**Agreement**").

NOW THEREFORE, the parties, in consider of the recitals set forth above and their mutual promises and obligations set forth below, hereby agree as follows:

A. This Amendment constitutes an integral part of the Existing MOU; unless explicitly provided otherwise in this Amendment.

B. The recitals contained in the preamble shall be taken into account in the interpretation and construction of Amendment.

1. Purpose

NeoGames shall continue to provide to CZR the license to the Neosphere platform and the services relevant to the development, operation and deployment of the Neosphere platform, and CZR shall continue to procure such from NeoGames pursuant to the Existing MOU, in each case in a manner consistent with their prior practices under the Existing MOU and in accordance with the terms thereof and this Amendment, and as shall be further set by the parties from time to time in writing and thus for a period no shorter than for the Term (as defined hereinafter) and thus against the costs detailed hereinafter.

Further, during the Term and for such other period as is agreed by NeoGames and CZR following expiration or termination of the Agreement, NeoGames will, where applicable and requested by CZR, reasonably co-operate with and assist CZR and/or its affiliates, and/or any other service provider nominated by CZR, in order to effect an orderly transition of the operations of CZR from the Neosphere platform to any replacement platform developed by CZR or replacement service provider nominated by CZR (the "**Replacement Services**"), whether on a state by state basis or otherwise on a global basis, in each case the parties shall act in good faith to transition the operations with minimum interruption to any services made available by CZR to its end users, including without limitation (a) all reasonable assistance and information required to transition to the relevant Replacement Services, including with respect to operation, maintenance, development and debugging of any transition arrangements; (b) all reasonable assistance required to migrate data held by NeoGames belonging to CZR to CZR or any third party provider of the Replacement Services in a manner which aims to preserves the integrity and completeness of the data and targets to minimizes disruption to end users, and enables CZR to utilize such data in relation to its business and operations conducted with the Replacement Services; and (c) providing all other related transition support to enable CZR to migrate from the Neosphere platform to the Replacement Services.

2. Costs

Starting as of the Effective Date and during the Term (as defined hereinafter), CZR shall continue to pay the NG Costs (as defined in the Existing MOU) in a manner consistent with prior practices under the Existing MOU, as known to the Parties as "pass through" costs. For clarification purposes, NG Costs shall include labor retention costs, provided that specific proposed labor retention costs are submitted to and approved by CZR (such approval not to be unreasonably withheld) in advance.

In addition and without derogating the above, in lieu of the NG Profit (as defined in the Existing MOU) and on top of the NG Costs, CZR shall pay a fixed monthly fee of [***] ([***]) (the "**Fixed Fee**") starting on the Effective Date and for the duration of the Term (as defined hereinafter).

It is hereby agreed that CZR shall pay the Fixed Fee for the entire Term (as defined hereinafter) independently of the amount of the monthly NG Costs, if any.

3. Term

The term of the Existing MOU shall be extended by this Amendment for a period commencing as of the Effective Date of this Amendment and, notwithstanding anything in the Existing MOU, shall expire three (3) years as of the Effective Date of this Amendment (the "**Initial Term**").

Following the Initial Term, the Agreement shall continue automatically for successive periods of one year each (each an "**Additional Period**") unless terminated by written notice to the other Party no later than six (6) months prior to the end of the Initial Term or each Additional Period (the term of the Existing MOU, the Initial Term and each Additional Period, together the "**Term**").

Upon termination of the Agreement, CZR shall not be required to pay the "Early Termination Fee" (as defined in the Existing MOU).

The Parties acknowledge and agree that the terms set out in the Agreement are sufficiently certain and definitive to create a legally-binding contract as between the Parties.

4. Data Processing & Data Rights

4.1 Within this clause 4, "Controller", "Processor", "Data Subject", "Personal Data", "Personal Data Breach" and "Processing" shall have the same meanings as in the Data Protection Legislation and "Processed" and "Process" shall be construed in accordance with the definition of "Processing". For the purposes of the Agreement, "**Data Protection Legislation**" means, in relation to any Personal Data which is Processed in connection with the Agreement ("**Agreement Personal Data**"), the applicable legislation on the protection of Data Subjects with regard to such Data Processing, including without limitation the General Data Protection Regulation ((EU) 2018/679), the California Consumer Privacy Act of 2018, the Personal Information Protection and Electronic Documents Act (Canada) and the Freedom of Information and Protection Privacy Act (Ontario).

4.2 Both Parties will comply with all applicable requirements of the Data Protection Legislation (including by adhering to any relevant codes of conduct published pursuant thereto). This clause 4 is in addition to, and does not relieve, remove or replace, a Party's obligations under the Data Protection Legislation.

4.3 The Parties acknowledge that for the purposes of the Data Protection Legislation, NeoGames may Process Personal Data under or in connection with this Agreement as a Processor, acting on behalf of CZR as Controller.

4.4 Where NeoGames Processes Agreement Personal Data, NeoGames shall:

4.4.1 implement appropriate technical and organisational measures to ensure a level of security commensurate with the risks associated with the Processing;

4.4.2 notify CZR promptly and without undue delay upon becoming aware of a Personal Data Breach or circumstances that are likely to give rise to a Personal Data Breach, providing CZR with sufficient information and in a timescale which allows CZR to meet any obligations to report a Personal Data Breach under the Data Protection Legislation;

4.4.3 co-operate with CZR and take such reasonable commercial steps as are directed by CZR to assist in the investigation, mitigation and remediation of a Personal Data Breach;

4.4.4 notify CZR immediately if it receives any complaint, allegation, communication or request (including from a Data Subject, Third Party acting on behalf of a Data Subject or any regulator) relating to NeoGames' processing of the Agreement Personal Data;

4.4.5 co-operate as requested by CZR to enable CZR to comply with any complaint, allegation, communication or request referred to in clause 4.4.4 above or comply with any assessment, enquiry, notice, investigation or requirement for prior approvals under the Data Protection Legislation;

4.4.6 be liable to CZR for, and shall indemnify and shall keep indemnified on an after-tax basis CZR against, all liabilities, losses, demands, damages, costs, claims, expenses (including without limitation legal expenses) fines or fees incurred and interest suffered by CZR, including payment of compensation to a third party and CZR's expenses in settling such third party claim, as a result of any failure by NeoGames to comply with its obligations in this clause 4.

4.5 NeoGames acknowledges and agrees that, as between NeoGames and CZR, CZR shall own and control all right, title and interest in any and all data of the customers and end users of CZR who connect with the operations of CZR utilising any aspect of the Neosphere platform.

5. Effect on Existing MOU

Unless expressly amended hereinabove and to the extent so amended, all other terms and conditions of the Existing MOU and prior practices under the Existing MOU, shall remain unchanged. In the event of any inconsistency between the terms of the Existing MOU and the herein Amendment No 1, the terms of Amendment No.1 shall govern and be paramount.

IN WITNESS WHEREOF the Parties have executed this Amendment on March 29, 2023 (the "**Effective Date**").

[Signature page to follow]

NeoGames S.A

/s/ Moti Malul
By: Moti Malul
Title: CEO

/s/ Raviv Adler
By: Raviv Adler
Title: CFO

NeoGames Solutions LLC

/s/ Moti Malul
By: Moti Malul
Title: CEO

/s/ Raviv Adler
By: Raviv Adler
Title: CFO

American Wagering, Inc.

/s/ Eric Hession
By: Eric Hession
Title: President, Caesars Digital

[Signature Page to Amendment No. 1 to the Existing MOU]

Schedule 5

The Existing MOU

EXECUTION COPY

Exhibit 4.8

AMENDMENT NO. 1

Joint Venture Agreement

THIS AMENDMENT NO. 1, dated as of the 10th day of January, 2023 (the "**Effective Date**") to the Joint Venture Agreement dated as of the 14th day of January, 2014 (the "**Michigan JV Agreement**") is between **Pollard Banknote Limited** ("**Pollard**"), **Neogames S.A** ("**NG SA**") and **Neogames US LLP** ("**NG**"), each individually sometimes referred to as a "**Party**" and collectively as the "**Parties**";

WHEREAS NeoPollard Interactive LLC ("**NPI**") was formed under the laws of the State of Delaware by the filing of a Certificate of Formation with the Secretary of State of the State of Delaware on July 31, 2014 for the purposes of pursuing Additional Opportunities;

WHEREAS concurrently with the signature of this Amendment No. 1, Pollard Holdings, Inc. and NG, being the members of NPI, are entering into a Limited Liability Company Agreement (the "**LLC Agreement**") that will document the terms and conditions governing the operation and management of NPI and set forth those certain understandings and agreements relating to the business of NPI;

WHEREAS the Parties have agreed that certain terms and conditions governing the operation and management of NPI should apply equally to the operation and management of the Joint Venture;

WHEREAS NG SA wishes to assign, transfer and convey all of its rights and obligations under the Michigan JV Agreement to NG and NG wishes to assume all such rights and obligations;

NOW THEREFORE, the parties, in consider of the recitals set forth above and their mutual promises and obligations set forth below, hereby agree as follows:

Assignment

1. **Assignment**. NG SA hereby assigns, transfers and conveys all its rights and obligations under the Michigan JV Agreement to NG and NG hereby accepts such assignment, transfer and conveyance and agrees to perform all obligations and assume all rights and liabilities of NG SA under the Michigan JV Agreement.

Restatement of Purpose

2. **Purpose**. Paragraph 1.1 of the Michigan JV Agreement is deleted in its entirety and replaced with the following:

> "**Purpose**. The purpose of the Joint Venture is to define the terms and conditions under which NG shall be responsible for the performance of the NG Services and Pollard shall be responsible for the performance of the Pollard Services in connection with the Contract (collectively, the "**Joint Venture Activities**")."

3. **Scope of Exploitation**. The second sentence of Paragraph 1.2 of the Michigan JV Agreement is deleted in its entirety.

4. **Exclusivity**. Paragraph 1.4 of the Michigan JV Agreement is deleted in its entirety and replaced with the following Subparagraphs (i) and (ii):

"1.4 (i) **Non-Compete**. During the Term, neither Party will, directly or indirectly, engage in or assist others in providing services to the Lottery that are in any way competitive with the services provided by the Joint Venture pursuant to the terms of the Contract. It is understood that a Party will be deemed to be competitive with the Joint Venture if it is engaged in or otherwise involved in the development, implementation, operational support or maintenance of an iLottery System, iLottery Games or any related service contemplated by the Contract, during the Term for the benefit of the Lottery.

Notwithstanding the foregoing, either Party may respond to requests for information, requests for proposals or other solicitations issued from time to time by the Lottery for the provision of services intended to take effect following the termination of expiration of the Contract.

1.4 (ii) **Non-Solicitation**. During the Term, neither Party will, directly or indirectly, intentionally interfere in any respect with the business relationship between: (i) the Joint Venture and the Lottery, or (ii) the Joint Venture and suppliers of the Joint Venture . Neither Party will, directly or indirectly, solicit or entice, or attempt to solicit or entice, the Lottery or any supplier for purposes of diverting their business or services from the Joint Venture during the Term. Nothing in this Subparagraph 1.4(ii) will preclude either Party from entering into a business relationship with any one or more of the suppliers of the Joint Venture for its own business purposes provided that any such business relationship does not intentionally interfere with or otherwise divert the supplier's services from the Joint Venture.

Neither Party will, directly or indirectly, (i) hire or solicit any of the employees listed in Schedule 2.2 to the 'Pollard Affiliate Services Agreement' entered into between Pollard and NPI as of January 10, 2023 (the "**NPI Employees**") or any employee of the other Party, or (ii) encourage any such employee to leave such employment or hire or rehire any such employee, or (iii) in the case of Pollard, deploy or assign any NPI Employee for any purpose other than the business of the Joint Venture or NPI, during such employee's employment and for a period of twelve months thereafter, except with the prior written consent of the other Party which consent may be withheld at the other Party's sole discretion."

5. Additional Opportunities. Paragraph 2.9 of the Michigan JV Agreement is deleted in its entirety and replaced with .

"**No Restrictions on Competitive Offerings**. The Parties hereby expressly agree that nothing in this Agreement shall (i) restrict the right of either Party to independently pursue new or additional opportunities for the development, implementation, operational support, or maintenance of iLottery Systems or the development or integration of iLottery Games (each, an "**Opportunity**") for national or state lotteries, other than the Lottery, outside of the Territory, or (ii) restrict the right of either Party to create, procure or market products, services, information or business that may be competitive with those offered by the Joint Venture or the other Party outside of the Territory, (iii) prevent either Party from entering into similar agreements with other companies or individuals outside of the Territory, provided that each Party complies at all times with the requirements set forth in this Agreement, including Paragraph 8.1. Each Party acknowledges and agrees that the other Party may, for the purposes of pursuing new or additional Opportunities, be evaluating, considering or developing proposals, business activities, or information internally, or with entities competitive with the Joint Venture or the other Party."

Mutual Approval

6. **Mutual Approval**. Paragraph 1.6 of the Michigan JV Agreement is deleted in its entirety and replaced with the following:

> "**Mutual Approval**. All aspects of the Joint Venture, the Joint Venture Activities and the iLottery System shall be subject to mutual approval of the Parties ("**Mutual Approval**"). In particular, and without limiting the generality of the foregoing, those matters listed as "Fundamental Issues" pursuant to Section 7.02 of the LLC Agreement shall, insofar as they are relevant to the Joint Venture, the Joint Venture Activities or the iLottery System, be subject to Mutual Approval.
>
> In the event that the Parties cannot mutually agree within twenty (20) Business Days on any aspect of the Joint Venture requiring Mutual Approval (including after engaging in consultation as per Paragraph 2.1 below and any agreed extension), either Party shall be entitled to refer the matter to mediation in accordance with the provisions of Paragraph 9 hereof."

Affiliate Services

7. **NG Services**. Paragraph 2.5 of the Michigan JV Agreement is deleted in its entirety and replaced with the following:

> "**NG's Services**. Pollard hereby engages NG to provide, or to cause its affiliates to provide, the NG Services and NG hereby accepts such engagement and agrees to be solely responsible for, and to pay (subject to reimbursement of agreed upon fees), any and all sums incurred relating to the provision of those services described in the 'NeoGames Affiliate Services Agreement' dated as of January 10, 2023 between NPI and NeoGames US, LLP (collectively, the "**NG Services**"). The NG Services shall be provided in accordance with the terms, conditions and limitations contained in the NeoGames Affiliate Services Agreement as if each of Pollard and NG were parties to the NeoGames Affiliate Services Agreement themselves. Fees reimbursable to NG for the provision of NG Services shall be determined in accordance with Section 3.2 of the NeoGames Affiliate Services Agreement and charged proportionately to the Joint Venture."

8. **Pollard Services**. Paragraph 2.6 of the Michigan JV Agreement is deleted in its entirety and replaced with the following:

> "**Pollard Services**. NG hereby engages Pollard to provide, or to cause its affiliates to provide, the Pollard Services and Pollard hereby accepts such engagement and agrees to be solely responsible for, and to pay (subject to reimbursement of agreed upon fees), any and all sums incurred relating to the provision of those services described in the 'Pollard Affiliate Services Agreement' dated as of January 10, 2023 between NPI and Pollard (collectively, the "**Pollard Services**"). The Pollard Services shall be provided in accordance with the terms, conditions and limitations contained in the Pollard Affiliate Services Agreement as if each of Pollard and NG were parties to the Pollard Affiliate Services Agreement themselves. Fees reimbursable to Pollard for the provision of Pollard Services shall be determined in accordance with Section 3.2 of the Pollard Affiliate Services Agreement and charged proportionately to the Joint Venture."

9. **Disposition of Gross Receipts**. Subparagraph 3.1(iii) of the Michigan JV Agreement is deleted in its entirety and replaced with the following:

"(iii) Third, to the reimbursement of the pro-rata share of those categories of direct and verifiable reasonable expenses related to the Joint Services (which are not third party expenses), to the payment of agreed upon fees payable to NG for the provision of NG Services pursuant to Paragraph 2.5 hereof and/or to Pollard for the provision of Pollard Services pursuant to Paragraph 2.6 hereof;"

The last paragraph of Paragraph 3.1 of the Michigan Joint Venture is deleted in its entirety and replaced with the following:

"Except as otherwise expressly agreed by the Parties in writing, there shall be no deductions from or allocation of, Gross Receipts other than as set forth above in this Paragraph 3.1. To the extent that Gross Receipts are, at any time, insufficient for the purposes of reimbursing direct and verifiable third party expenses pursuant to Paragraph 3.1(ii) or payment of royalties or fees to the Parties pursuant to Paragraph 3.1(iii), such obligations or commitments shall, in accordance with the principles outlined in Paragraph 4.2, be borne by the party incurring the obligation or commitment and reimbursed ratably (as to 50%) by the other party."

Mediation / Arbitration

10. Subparagraph 8.3(c) of the Michigan JV Agreement is deleted in its entirety and replaced with 'Intentionally Deleted'.

11. Subparagraph 8.3(d) of the Michigan JV Agreement is amended to read as follows:

"Nothing in Paragraph 9 shall be construed as prohibiting any Party from applying to a court for interim equitable relief. Any such application, or an application to a court for the implementation of any such measures ordered by the arbitrator, shall not be deemed to be an infringement or waiver of the arbitration agreement and shall not affect the relevant powers reserved to the arbitrator pursuant to Paragraph 9."

12. The following Paragraph 9 is added to the end of the Michigan JV Agreement:

"**9. MEDIATION / ARBITRATION**

9.1 **Mediation Procedures**. In the event that a dispute arises with respect to the provisions of this Agreement or the validity, interpretation, performance, breach or termination of the Agreement, then at the written request of either Party (the "Aggrieved Party"), such dispute shall be submitted to Judicial Arbitration and Mediation Service ("JAMS") pursuant to the procedures set forth in this Paragraph 9, for an expedited dispute resolution proceeding pursuant to the procedures set forth below (an "Expedited Dispute Resolution Proceeding"). The Expedited Dispute Resolution Proceeding shall take place in New York, NY and all such proceedings (including the existence of the dispute, the Expedited Dispute Notice and the Response) shall remain strictly confidential.

9.2 An Aggrieved Party shall submit a request to JAMS for an Expedited Dispute Resolution Proceeding to resolve such dispute upon written notice being served by the Aggrieved Party on the other Party and the JAMS office in New York, NY, setting forth, with reasonable particularity, a statement of the Aggrieved Party's position, a summary of arguments supporting that position (an "Expedited Dispute Notice"). Within five (5) Business Days after service of the Expedited Dispute Notice, the receiving party shall submit to the JAMS office a written response to such Expedited Dispute Notice setting forth, with reasonable particularity, a statement of the receiving party's position and a summary of arguments supporting that position (the "Response"). Absent good cause, the parties to such Expedited Dispute Resolution Proceeding shall not be permitted to make any additional submissions.

9.3 As soon as it receives the Expedited Dispute Notice, JAMS shall choose a single mediator (the "Mediator") to hear and decide the Expedited Dispute Resolution Proceeding by selecting, based upon availability, from the list of agreed upon neutral mediators which the Parties will provide to JAMS. In the event none of such mediators are available, the parties to such Expedited Dispute Resolution Proceeding agree to allow JAMS to select, from its list of New York, NY based neutrals, a mediator who, in the sole discretion of JAMS, has adequate qualifications. Following the submission of the Response, the Mediator shall hear oral argument from the parties subject to the dispute. The parties to such dispute and the Mediator shall use their best efforts to cause the Expedited Dispute Resolution Proceedings to be completed, including oral argument, and for the Mediator to render a reasoned final decision no later than five (5) Business Days after the service of the Response (each an "Expedited Decision").

9.4 All costs and fees due and owing to JAMS and the Mediator associated with an Expedited Dispute Resolution Proceeding shall be split evenly between the parties to such dispute and paid when due. In the event any Party to such dispute shall not pay its share of the costs and fees owed to JAMS and the Mediator, the Mediator shall have the authority to declare a default against such party that has not paid it share of such costs and fees. In the event, however, a party is determined by the Mediator to be the "prevailing party" in any Expedited Dispute Resolution Proceeding, the non-prevailing Party in such Expedited Dispute Resolution Proceeding shall promptly reimburse its proportionate share of all costs and reasonable attorneys' fees (including, without limitation, costs and reasonable attorneys' fees billed by the prevailing party's counsel, JAMS' costs fees and fees and costs billed by the Mediator) incurred by the prevailing party.

9.5 The Parties hereby agree to be bound, abide by and comply with all Expedited Decisions. Notwithstanding the foregoing, to the extent a Party to an Expedited Dispute Resolution Proceeding with respect to a dispute disagrees with and desires to appeal any Expedited Decision, such party shall have the right to initiate Arbitration within five (5) Business Days following the issuance of the Expedited Decision; provided, that such party is in full compliance with, and continues to be in compliance with, all of its obligations in the Expedited Decision through and including such time as the Arbitration is decided.

9.6 **Arbitration Procedures**. If any claim, dispute or disagreement of any kind whatsoever (a "Dispute") shall arise out of or in connection with or in relation to this Agreement, whether in contract, tort, statutory or otherwise, and including any questions regarding the existence, scope, validity, breach, default, enforcement or termination of this Agreement, including a Dispute with respect to any Expedited Decision with respect to any dispute (but not the underlying dispute), such Dispute shall be submitted to final and binding arbitration (an "Arbitration") before JAMS. Any Arbitration, regardless of the amount in dispute, shall be conducted in accordance with the Optional Expedited Arbitration Procedures of JAMS (the "Arbitration Rules") in effect at the time such Arbitration is commenced, subject to the limitations and modifications stated in this Paragraph 9, which limitations and modifications shall govern over any conflicting provisions of the Arbitration Rules. Any demand for Arbitration under this Paragraph 9 shall be filed by the initiating party with the JAMS office in New York, NY, with written notice to that effect served on the other party (an "Arbitration Notice"), and any Arbitration shall take place in New York, NY. Any Arbitration Notice and any answer to such an Arbitration Notice must contain a statement, with respect to each claim alleged therein or answer thereto, indicating such party's position with respect to each such claim and the reason therefor.

9.7 Nomination of Arbitrators. All Arbitration proceedings shall be heard and decided by a single arbitrator (the "Arbitrator") nominated by JAMS in accordance with the mechanism set out in Paragraph 9.3 (for nomination of Mediator) and the Arbitration Rules.

9.8 Arbitration Hearings. All proceedings in any Arbitration shall be conducted in English. The parties shall use commercially reasonable efforts to cause the Arbitration to be completed and the Arbitrator to render a final decision no later than thirty (30) days after the service of the Arbitration Notice.

9.9 Awards. The Arbitrator shall issue an award which shall (a) be issued in written form, (b) if applicable, designate one of the parties as the losing party owing costs for the Arbitration, (c) indicate the Arbitrator's decision with respect to each of the individual claims presented by each party and (d) contain a brief statement of the reasons supporting each decision. The Arbitration award may be entered as a final judgment in the court of any jurisdiction in which such entry shall be recognized under applicable law.

9.10 Costs. All costs and fees due and owing to JAMS and the Arbitrator associated with an Arbitration shall be split evenly between the parties to the Dispute and paid when due. In the event any Party to the Dispute shall not pay its share of the costs and fees owed to JAMS and the Arbitrator, the Arbitrator shall have the authority to declare a default against such party that has not paid it share of such costs and fees. In the event, however, a party is determined by the Arbitrator to be the "prevailing party" in any Arbitration, each non-prevailing Party shall promptly reimburse its proportionate share of all costs and reasonable attorneys' fees (including, without limitation, costs and reasonable attorneys' fees billed by the prevailing party's counsel, JAMS' costs fees and fees and costs billed by the Arbitrator) incurred by the prevailing party.

9.11 Failure to Participate. Notwithstanding any provision of rules or statutes to the contrary, the refusal or failure of any party to appear at or participate in any hearing or other portion of any Arbitration proceeding pursuant to this Paragraph 9 shall not prevent any such hearing or proceeding from going forward, and the Arbitrator is empowered to make its decision or render an award ex parte that shall be binding on the non-appearing party as fully as though that party had participated in the hearing or proceeding.

9.12 Enforcement. In all Arbitration proceedings the Arbitrator shall apply the substantive law of Michigan (exclusive of choice of law principles) in resolving the Dispute. This requirement is not merely directory, but constitutes a limitation upon the powers of the Arbitrators. Each Party waives any right that it may have to any substantive review of any Arbitration award by the courts of the jurisdiction in which the Arbitration is conducted and agrees that the award of the Arbitrator in any such Arbitration proceedings shall be final and binding upon the parties, and each party hereby waives any claim or appeal whatsoever against it or any defense against its enforcement. Issues relating to the conduct of the Arbitration and enforcement of any award shall be governed by the Federal Arbitration Act, 9 U.S.C. §§1-16.

9.13 Confidentiality. All Arbitration proceedings, including the filing of an Arbitration Demand and the Arbitration award, shall remain confidential and the parties shall maintain such confidentiality, except as may be necessary to prepare for or conduct the Arbitration hearing on its merits, or as may be necessary in connection with a court application for a preliminary remedy or unless otherwise required by law or judicial decision. All negotiations pursuant to this Paragraph 9 shall be treated as compromise and settlement negotiations for purposes of the applicable rules of evidence.

9.14 Exclusive Remedy. The commencement of Expedited Dispute Resolution Proceeding and/or Arbitration under this Agreement pursuant to this Paragraph 9 shall be the sole and exclusive forum and remedy of the parties for the resolution of any Dispute. The obligation to submit any Dispute to Arbitration under this Paragraph 9 is binding on the parties and their respective successors and assigns.

9.15 Survival. The provisions of this Paragraph 9 shall survive the expiration or termination of this Agreement. Notwithstanding the provisions of Paragraphs 9.1 through Paragraph 9.14, any Party will have the right to seek equitable or injunctive relief in order to enforce the provisions of Paragraph 9.

13. **Capitalized Terms**. Capitalized terms used in this Amendment No. 1 but not otherwise defined herein, shall have the meanings ascribed to them in the Michigan JV Agreement.

14. **Contract Continues**. Except for the terms that have been changed by this Amendment No. 1, all other provisions, terms and conditions contained in the Michigan JV Agreement remain unchanged and in full force and effect.

15. **Counterparts**. This Amendment No. 1 may be executed in counterparts and by means of electronic pdf signature, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument

THIS AMENDMENT NO. 1 is agreed and accepted between the Parties as of the Effective Date.

POLLARD BANKNOTE LIMITED		**NEOGAMES S.A.**		
Signature:	/s/ Douglas E. Pollard	Signature:	/s/ Mordechay Malool	/s/ Raviv Adler
By:	Douglas E. Pollard	By:	Mordechay Malool	Raviv Adler
Title:	Co-Chief Executive Officer	Title:	CEO	CFO

EXECUTION COPY

Exhibit 4.9

LIMITED LIABILITY COMPANY AGREEMENT

between

NEOPOLLARD INTERACTIVE LLC

and

POLLARD HOLDINGS, INC.

and

NEOGAMES US, LLP

With Effect as of January 10, 2023

TABLE OF CONTENTS

LIMITED LIABILITY COMPANY AGREEMENT

THIS LIMITED LIABILITY COMPANY AGREEMENT (as amended, modified or supplemented from time to time, the "Agreement") of **NEOPOLLARD INTERACTIVE LLC**, a Delaware limited liability company (the "**Company**"), is effective as of January 10, 2023, between the Company, **POLLARD HOLDINGS, INC.**, a Delaware corporation ("**Pollard**"), **NEOGAMES US, LLP**, a Delaware limited liability partnership ("**NEO**"), and any other party admitted as a Member (as defined below) of the Company from time to time.

RECITALS

WHEREAS, the Company was formed under the laws of the State of Delaware by the filing of a Certificate of Formation with the Secretary of State of the State of Delaware on July 31, 2014 (the "**Certificate of Formation**");

WHEREAS, the NEO Parties, leading global developers, providers and operators of internet lottery, scratch cards, instant win games, draw-based games and other online gaming solutions, are the legal and beneficial holders of the entire right, title and interest in and to a proprietary online gaming solution, comprised of online games and a back-office platform (Neosphere) (the "**NEO Gaming Offering**");

WHEREAS, the Pollard Parties are full service lottery vendors in the business of providing instant lottery ticket products, licensed games, front-end solutions, mobile applications, loyalty programs, and strategic marketing and management services to national and state lotteries in North America, Europe, Asia and Central and South America (the "**Pollard Business**");

WHEREAS, the Pollard Parties own and control Pollard and the Pollard Business, and the NEO Parties own and control NEO and are beneficial holders of the NEO Gaming Offering and the Parties formed the Company for the purpose of engaging in the Business (as defined below);

WHEREAS, the Parties have, since the formation of the Company, been collaborating and carrying out the Business based on the NEO Gaming Offering and the Pollard Business in a manner consistent with the terms and conditions set forth in this Agreement and based on certain understandings and agreements relating to the Business;

WHEREAS, the Parties now wish to enter into this Agreement to document the terms and conditions governing the operation and management of the Company and to set forth those certain understandings and agreements relating to the Business.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE I
DEFINITIONS

Section 1.01 **Definitions**

Capitalized terms used herein and not otherwise defined will have the meanings set forth in this Section 1.01:

"**Additional Capital Contribution**" has the meaning set forth in Section 3.02.

"**Adjusted Capital Account Deficit**" means, with respect to any Member, the deficit balance, if any, in such Member's Capital Account as of the end of the relevant Fiscal Year, after giving effect to the following adjustments:

(a) crediting to such Capital Account any amount that such Member is obligated to restore or is deemed to be obligated to restore pursuant to Treasury Regulations Sections 1.704-1(b)(2)(ii)(c), 1.704-2(g)(1) and 1.704-2(i); and

(b) debiting to such Capital Account the items described in Treasury Regulations Section 1.704-1(b)(2)(ii)(*d*)(*4*), (*5*) and (*6*).

"**Affiliate**" means, with respect to any Person, any other Person who, directly or indirectly (including through one or more intermediaries), controls, is controlled by, or is under common control with, such Person. For purposes of this definition, **"control"**, when used with respect to any specified Person, means the power, direct or indirect, to direct or cause the direction of the management and policies of such Person, whether through ownership of voting securities or partnership or other ownership interests, by contract or otherwise, and the terms **"controlling"** and **"controlled"** will have correlative meanings.

"**Affiliate Service Agreements**" has the meaning set forth in Section 4.05(c).

"**Agreement**" means this Limited Liability Company Agreement, as executed and as it may be amended, modified, supplemented or restated from time to time, as provided herein.

"**Applicable Law**" means all applicable provisions of: (a) constitutions, treaties, statutes, laws (including the common law), rules, regulations, decrees, ordinances, codes, proclamations, declarations or orders of any Governmental Authority; (b) any consents or approvals of any Governmental Authority; and (c) any orders, decisions, advisory or interpretative opinions, injunctions, judgments, awards, decrees of, or agreements with, any Governmental Authority.

"Approved Opportunity" has the meaning set forth in Section 8.01(b).

"**Board**" or "**Board of Managers**" has the meaning set forth in Section 7.01.

"**Book Depreciation**" means, with respect to any Company asset for each Fiscal Year, the Company's depreciation, amortization, or other cost recovery deductions determined for federal income tax purposes, except that if the Book Value of an asset differs from its adjusted tax basis at the beginning of such Fiscal Year, Book Depreciation will be an amount which bears the same ratio to such beginning Book Value as the federal income tax depreciation, amortization, or other cost recovery deduction for such Fiscal Year bears to such beginning adjusted tax basis; *provided*, that if the adjusted basis for federal income tax purposes of an asset at the beginning of such Fiscal Year is zero and the Book Value of the asset is positive, Book Depreciation will be determined with reference to such beginning Book Value using any permitted method selected by the Board in accordance with Treasury Regulations Section 1.704-1(b)(2)(iv)(g)(3).

"**Book Value**" means, with respect to any Company asset, the adjusted basis of such asset for federal income tax purposes, except as follows:

(a) the initial Book Value of any Company asset contributed by a Member to the Company will be the gross Fair Market Value of such Company asset as of the date of such contribution;

(b) immediately prior to the distribution by the Company of any Company asset to a Member, the Book Value of such asset will be adjusted to its gross Fair Market Value as of the date of such distribution;

(c) the Book Value of all Company assets will be adjusted to equal their respective gross Fair Market Values, as reasonably determined by the Members, as of the following times:

(i) the acquisition of an additional Membership Interest in the Company by a new or existing Member in consideration for more than a *de minimis* Capital Contribution;

(ii) the distribution by the Company to a Member of more than a *de minimis* amount of property (other than cash) as consideration for all or a part of such Member's Membership Interest in the Company; and

(iii) the liquidation of the Company within the meaning of Treasury Regulations Section 1.704-1(b)(2)(ii)(*g*);

provided, that adjustments pursuant to clauses (i) and (ii) above need not be made if the Board reasonably determines that such adjustment is not necessary or appropriate;

(d) the Book Value of each Company asset will be increased or decreased, as the case may be, to reflect any adjustments to the adjusted tax basis of such Company asset pursuant to Code Section 734(b) or Code Section 743(b), but only to the extent that such adjustments are taken into account in determining Capital Account balances pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(m); *provided*, that Book Values will not be adjusted pursuant to this paragraph (d) to the extent that an adjustment pursuant to paragraph (c) above is made in conjunction with a transaction that would otherwise result in an adjustment pursuant to this paragraph (d); and

(e) if the Book Value of a Company asset has been determined pursuant to paragraph (a) above or adjusted pursuant to paragraph (c) or (d) above, such Book Value will thereafter be adjusted to reflect the Book Depreciation taken into account with respect to such Company asset for purposes of computing Net Income and Net Losses.

"**Budget**" has the meaning set forth in Section 7.09(a).

"**Business**" has the meaning set forth in Section 2.05(a)

"**Business Day**" means a day other than a Saturday, Sunday or other day on which commercial banks in the State of Delaware are authorized or required to close.

"**Capital Account**" has the meaning set forth in Section 3.03.

"**Capital Contribution**" means, for any Member, the total amount of cash and cash equivalents and the Book Value of any property contributed to the Company by such Member.

"**Certificate of Formation**" has the meaning set forth in the Recitals.

"**Code**" means the Internal Revenue Code of 1986, as amended.

"**Company**" has the meaning set forth in the Preamble.

"**Company Minimum Gain**" means "partnership minimum gain" as defined in Treasury Regulations Section 1.704-2(b)(2), substituting the term "Company" for the term "partnership" as the context requires.

"**Confidential Information**" has the meaning set forth in Section 12.02(a).

"**Contribution Notice**" has the meaning set forth in Section 3.02.

"**Contributing Member**" has the meaning set forth in Section 3.02(b).

"**Covered Person**" means: (i) any Manager; (ii) any member of the Management Committee or any other committee of the Board; or (iii) any Officer of the Company.

"**Cram-Down Contribution**" has the meaning set forth in Section 3.02(c).

"**Deadlock**" has the meaning set forth in Section 7.05(a).

"**Default Amount**" has the meaning set forth in Section 3.02(b).

"**Default Loan**" has the meaning set forth in Section 3.02(b).

"**Default Rate**" has the meaning set forth in Section 3.02(b).

"**Delaware Act**" means the Delaware Limited Liability Company Act, Title 6, Chapter 18, §§ 18-101, *et seq*, and any successor statute, as it may be amended from time to time.

"**Electronic Transmission**" means any form of communication not directly involving the physical transmission of paper that creates a record that may be retained, retrieved and reviewed by a recipient thereof and that may be directly reproduced in paper form by such a recipient through an automated process.

"**Existing Contract**" means (i) each of the contracts entered into between the Company and an Existing Customer, whether directly or, in the case of the New Hampshire Lottery and the Georgia Lottery Corporation, indirectly as a subcontractor, and (ii) any contract entered into between the Company and a Lottery Customer (formed after the date of this Agreement) resulting from an Approved Opportunity.

"**Existing Customers**" means the Virginia Lottery, the New Hampshire Lottery Commission, the North Carolina Education Lottery, the Alberta Gaming, Liquor and Cannabis Commission, the Atlantic Lottery Corporation Inc., and the Georgia Lottery Corporation.

"**Fair Market Value**" of any asset as of any date means the purchase price that a willing buyer having all relevant knowledge would pay a willing seller for such asset in an arm's length transaction, as reasonably determined by the Board.

"**Fiscal Year**" means the calendar year, unless the Company is required to have a taxable year other than the calendar year, in which case Fiscal Year will be the period that conforms to its taxable year.

"Fundamental Issue" has the meaning set forth in Section 7.02.

"**Governmental Authority**" means any federal, state, local or foreign government or political subdivision thereof, or any agency or instrumentality of such government or political subdivision, or any self-regulated organization or other non-governmental regulatory authority or quasi-governmental authority (to the extent that the rules, regulations or orders of such organization or authority have the force of law), or any arbitrator, court or tribunal of competent jurisdiction.

"IFRS" means the international financial reporting standards in effect from time to time.

"**iLottery Games**" has the meaning set forth in Section 2.05(a) .

"**iLottery System**" has the meaning set forth in Section 2.05(a) .

"Jointly-Owned Developed Intellectual Property" has the meaning set forth in Section 4.05(d).

"**Liquidator**" has the meaning set forth in Section 11.03(a).

"**Losses**" has the meaning set forth in Section 7.12(a).

"Lottery Customers" has the meaning set forth in Section 2.05(a)

"**Loyalty Program**" means the provision by a Pollard Party of a proprietary cloud-based, multi-channel customer relationship and loyalty platform consisting of a white-label, software-as-a-service system that may be integrated across multiple channels, including point-of-sale, social media platforms, mobile apps and brand websites, deployed, hosted and provided as a subscription service to Existing Customers.

"**Management Committee**" has the meaning set forth in Section 7.04(b).

"**Managers**" mean the Person or Persons designated by the Members pursuant to Section 7.04(c)(i), Section 7.04(c)(ii), or Section 7.04(c)(iii) and all other Persons who may from time to time be duly elected or appointed to serve as Managers in accordance with the provisions of this Agreement, in each case so long as such Person continues in office in accordance with the terms of this Agreement, and reference herein to a Manager or the Managers will refer to such Person or Persons in his or their capacity as Managers under this Agreement.

"**Member**" means: (a) Pollard; (b) NEO; and (c) each Person (if any), who is hereafter admitted as a Member in accordance with the terms of this Agreement and the Delaware Act. The Members will constitute the "members" (as that term is defined in the Delaware Act) of the Company.

"**Member Nonrecourse Debt**" means "partner nonrecourse debt" as defined in Treasury Regulations Section 1.704-2(b)(4), substituting the term "Company" for the term "partnership" and the term "Member" for the term "partner" as the context requires.

"**Member Nonrecourse Debt Minimum Gain**" means an amount, with respect to each Member Nonrecourse Debt, equal to the Company Minimum Gain that would result if the Member Nonrecourse Debt were treated as a Nonrecourse Liability, determined in accordance with Treasury Regulations Section 1.704-2(i)(3).

"**Member Nonrecourse Deduction**" means "partner nonrecourse deduction" as defined in Treasury Regulations Section 1.704-2(i), substituting the term "Member" for the term "partner" as the context requires.

"**Membership Interest"** means an interest in the Company owned by a Member, including such Member's right (a) to its distributive share of Net Income, Net Losses and other items of income, gain, loss and deduction of the Company; (b) to its distributive share of the assets of the Company; (c) to vote on, consent to or otherwise participate in any decision of the Members as provided in this Agreement; and (d) to any and all other benefits to which such Member may be entitled as provided in this Agreement or the Delaware Act. The Membership Interest of each Member shall be expressed as a percentage interest and shall be the same proportion that such Member's total Capital Contribution bears to the total Capital Contributions of all Members/as set forth on Exhibit A.

"Michigan iLottery Contract" means the 'Contract for the Development, Implementation, Operational Support and Maintenance of an iLottery System and iLottery Games' entered into between the Michigan Lottery and Pollard Banknote Limited dated December 16, 2013, as amended and extended.

"**NEO**" has the meaning set forth in the Preamble to this Agreement.

"**NEO Gaming Offering**" has the meaning set forth in the Recitals to this Agreement.

"**NEO Manager**" has the meaning set forth in Section 7.03(a)(ii).

"**NEO Parties**" means NEO, Neogames S.A., and each of their respective Affiliates.

"**NEO Representatives**" has the meaning set forth in Section 7.04(c)(ii).

"**Net Income**" and "**Net Loss**" mean, for each Fiscal Year or other period specified in this Agreement, an amount equal to the Company's taxable income or taxable loss, or particular items thereof, determined in accordance with Code Section 703(a) (where, for this purpose, all items of income, gain, loss or deduction required to be stated separately pursuant to Code Section 703(a)(1) will be included in taxable income or taxable loss), but with the following adjustments:

(a) any income realized by the Company that is exempt from federal income taxation, as described in Code Section 705(a)(1)(B), will be added to such taxable income or taxable loss, notwithstanding that such income is not includable in gross income;

(b) any expenditures of the Company described in Code Section 705(a)(2)(B), including any items treated under Treasury Regulations Section 1.704-1(b)(2)(iv)(I) as items described in Code Section 705(a)(2)(B), will be subtracted from such taxable income or taxable loss, notwithstanding that such expenditures are not deductible for federal income tax purposes;

(c) any gain or loss resulting from any disposition of Company property with respect to which gain or loss is recognized for federal income tax purposes will be computed by reference to the Book Value of the property so disposed, notwithstanding that the adjusted tax basis of such property differs from its Book Value;

(d) any items of depreciation, amortization and other cost recovery deductions with respect to Company property having a Book Value that differs from its adjusted tax basis will be computed by reference to the property's Book Value (as adjusted for Book Depreciation) in accordance with Treasury Regulations Section 1.704-1(b)(2)(iv)(g);

(e) if the Book Value of any Company property is adjusted as provided in the definition of Book Value, then the amount of such adjustment will be treated as an item of gain or loss and included in the computation of such taxable income or taxable loss; and

(f) to the extent an adjustment to the adjusted tax basis of any Company property pursuant to Code Sections 732(d), 734(b) or 743(b) is required, pursuant to Treasury Regulations Section 1.704 1(b)(2)(iv)(m), to be taken into account in determining Capital Accounts, the amount of such adjustment to the Capital Accounts will be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases such basis).

"**Nonrecourse Deductions**" has the meaning set forth in Treasury Regulations Section 1.704-2(b).

"**Nonrecourse Liability**" has the meaning set forth in Treasury Regulations Section 1.704-2(b)(3).

"NPI Employees" has the meaning set forth in the Affiliate Services Agreement entered into between Pollard Banknote Limited and the Company.

"**Officers**" has the meaning set forth in Section 7.06.

"Opportunity" has the meaning set forth in Section 2.05(a).

"**Party**" or "**Parties**" means each and every one of the NEO Parties and the Pollard Parties.

"**Permitted Transfer**" means a Transfer of Membership Interests carried out pursuant to Section 9.02 "**Permitted Transferee**" means a recipient of a Permitted Transfer.

"**Person**" means an individual, corporation, partnership, joint venture, limited liability company, Governmental Authority, unincorporated organization, trust, association or other entity.

"**PIL**" means Pollard iLottery, Inc.;

"**Platform Revenues**" means gross income received by the Company from individual Existing Customers in respect of the use by such Existing Customers of the iLottery System on a continuous rolling basis.

"**Pollard**" has the meaning set forth in the Preamble to this Agreement.

"**Pollard Business**" has the meaning set forth in the Recitals to this Agreement.

"**Pollard Manager**" has the meaning set forth in Section 7.03(a)(i).

"**Pollard Parties**" means Pollard, Pollard Banknote Limited, and each of their respective Affiliates.

"**Pollard Representatives**" has the meaning set forth in Section 7.04(c)(i).

"**Regulatory Allocations**" has the meaning set forth in Section 5.02(e).

"**Related Party Agreement**" means any agreement, arrangement or understanding between the Company and any Member or any Affiliate of a Member or any officer or employee of the Company, as such agreement may be amended, modified, supplemented or restated in accordance with the terms of this Agreement.

"**Representative**" means, with respect to any Person, any and all directors, officers, employees, consultants, financial advisors, counsel, accountants and other agents of such Person.

"**Securities Act**" means the Securities Act of 1933, as amended, or any successor federal statute, and the rules and regulations thereunder, which will be in effect at the time.

"**Subsidiary**" means, with respect to any Person, any other Person of which a majority of the outstanding shares or other equity interests having the power to vote for directors or comparable managers are owned, directly or indirectly, by the first Person.

"**Tax Matters Member**" has the meaning set forth in Section 10.04.

"**Taxing Authority**" has the meaning set forth in Section 6.02(b).

"**Transfer**" means to, directly or indirectly, sell, transfer, assign, pledge, encumber, hypothecate or similarly dispose of, either voluntarily or involuntarily, by operation of law or otherwise, or to enter into any contract, option or other arrangement or understanding with respect to the sale, transfer, assignment, pledge, encumbrance, hypothecation or similar disposition of, any Membership Interests owned by a Person or any interest (including a beneficial interest) in any Membership Interests owned by a Person. "**Transfer**" when used as a noun will have a correlative meaning. "**Transferor**" and "**Transferee**" mean a Person who makes or receives a Transfer, respectively.

"**Treasury Regulations**" means the final or temporary regulations issued by the United States Department of Treasury pursuant to its authority under the Code, and any successor regulations.

"**Withholding Advances**" has the meaning set forth in Section 6.02(b).

"Work Product" has the meaning set forth in Section 4.05(d).

Section 1.02 **Interpretation**

(a) For purposes of this Agreement: (i) the words "include," "includes" and "including" will be deemed to be followed by the words "without limitation"; and (ii) the words "herein," "hereof," "hereby," "hereto" and "hereunder" refer to this Agreement as a whole.

(b) The definitions given for any defined terms in this Agreement will apply equally to both the singular and plural forms of the terms defined. Whenever the context may require, any pronoun will include the corresponding masculine, feminine and neuter forms.

(c) Unless otherwise specified, all references to money amounts are to the lawful currency of the United States.

(d) Whenever a provision of this Agreement requires an approval or consent and such approval or consent is not delivered within the applicable time period, then, unless otherwise specified, the Party whose consent or approval is required will be conclusively deemed to have withheld its consent or approval.

(e) Unless otherwise specified, time periods within or following which any payment is to be made or act is to be done will be calculated by excluding the day on which the period commences and including the day which the period ends and by extending the period to the next Business Day following if the last day of the period is not a Business Day. Whenever any payment to be made or action to be taken under this Agreement is required to be made or taken on a day other than a Business Day, such payment will be made or action taken on the next Business Day following.

(f) This Agreement will be construed without regard to any presumption or rule requiring construction or interpretation against the Party drafting an instrument or causing any instrument to be drafted. The Exhibits referred to herein will be construed with, and as an integral part of, this Agreement to the same extent as if they were set forth verbatim herein.

(g) A reference to a statute includes all regulations made pursuant to such statute and, unless otherwise specified, the provisions of any statute or regulation that amends, supplements or supersedes any such statute or any such regulation.

ARTICLE II
ORGANIZATION

Section 2.01 **Formation**

(a) The Company was formed on July 31, 2014, pursuant to the provisions of the Delaware Act, by the filing of the Certificate of Formation with the Secretary of State of the State of Delaware. The Members hereby ratify and approve all actions taken in connection with the formation of the Company, and all actions taken by or on behalf of the Company on or prior to the execution of this Agreement.

(b) This Agreement will constitute the "limited liability company agreement" (as that term is used in the Delaware Act) of the Company. The rights, powers, duties, obligations and liabilities of the Members will be determined pursuant to the Delaware Act and this Agreement. To the extent that the rights, powers, duties, obligations and liabilities of any Member are different by reason of any provision of this Agreement than they would be under the Delaware Act in the absence of such provision, this Agreement will, to the extent permitted by the Delaware Act, control.

Section 2.02 **Name**

The name of the Company is "**NeoPollard Interactive LLC**" or such other name or names as may be designated by the Board provided that the name shall always contain the words "Limited Liability Company" or the abbreviation "L.L.C." or the designation "LLC".

Section 2.03 **Principal Office**

The principal office of the Company is located at 920 North Fairview Avenue, Lansing, Michigan, 48912, USA, or such place as may from time to time be determined by the Board.

Section 2.04 **Registered Office; Registered Agent**

(a) The registered office of the Company will be c/o Corporation Service Company, 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808, or such other office (which need not be a place of business of the Company) as the Board may designate from time to time in the manner provided by the Delaware Act and Applicable Law.

(b) The registered agent for service of process on the Company in the State of Delaware will be Corporation Service Company, at the address set forth in Section 2.04(a), or such other Person or Persons and/or address as the Board may designate from time to time in the manner provided by the Delaware Act and Applicable Law.

Section 2.05 **Original Purpose; Restated Purpose; Powers**

(a) The original purpose of the Company was to engage in and pursue opportunities for and on behalf of national and state lotteries **("Lottery Customers")** for the development, implementation, operational support, or maintenance of internet lottery gaming platforms (each, an **"iLottery System"**), and the development or integration of digital scratch cards, instant win games, draw-based games or other online lottery gaming products for distribution through internet lottery gaming platforms (**"iLottery Games"**) (each, an **"Opportunity"**).

(b) From and after the date of this Agreement, the restated purposes of the Company are (i) to perform its obligations pursuant to any Existing Contract, in accordance with the terms and conditions thereof, as amended from time to time, (ii) to consider such additional Opportunities, if any, as may be authorized by the Board and agreed upon in writing by the Members from time to time and (iii) to take any and all activities necessary or incidental thereto (collectively, the "**Business**").

(c) The Company will have all the powers necessary or convenient to carry out the purposes for which it is formed, including the powers granted to the Company under this Agreement and any other agreements contemplated hereby and by the Delaware Act.

Section 2.06 **Term**

The term of the Company commenced on the date the Certificate of Formation was filed with the Secretary of State of the State of Delaware and will continue in existence until the Company is dissolved in accordance with the provisions of this Agreement.

ARTICLE III
CAPITAL CONTRIBUTIONS; CAPITAL ACCOUNTS

Section 3.01 **Capital Contributions; Membership Interests**

Each Member has made an initial Capital Contribution and is deemed to own such Membership Interests in the amounts set forth opposite such Member's name on Exhibit A attached hereto. The Board will cause Exhibit A to be updated upon the issuance or Transfer of any Membership Interests to any new or existing Member in accordance with this Agreement.

Section 3.02 **Additional Capital Contributions**

(a) In addition to the initial Capital Contributions of the Members, the Members shall make additional Capital Contributions in cash, in proportion to their respective Membership Interests, as determined by the Board from time to time to be reasonably necessary to pay any operating, capital or other expenses relating to the Business (such additional Capital Contributions, the "**Additional Capital Contributions**"), *provided*, that such Additional Capital Contributions shall not exceed corresponding amounts expressly provided for in the Budget, as it may be amended from time to time. Upon the Board making such determination for Additional Capital Contributions, the Board shall deliver to the each Member a written notice (the "**Contribution Notice**") of the Company's need for Additional Capital Contributions, which notice shall specify in reasonable detail (i) the purpose for such Additional Capital Contributions, (ii) the aggregate amount of such Additional Capital Contributions, (iii) each Member's share of such aggregate amount of Additional Capital Contributions based upon each such Member's Membership Interest, and (iv) the date (which date shall not be less than twenty Business Days from the date that such notice is given) on which such Additional Capital Contributions shall be required to be made by the Members.

(b) If any Member shall fail to timely make, or notifies the other Member that it shall not make, all or any portion of any Additional Capital Contribution which such Member is obligated to make under **Section** 3.02, then such Member shall be deemed to be a "**Non-Contributing Member**". The non-defaulting Member (the "**Contributing Member**") shall be entitled, but not obligated, to loan to the Non-Contributing Member, by contributing to the Company on its behalf, all or any part of the amount (the "**Default Amount**") that the Non-Contributing Member failed to contribute to the Company (each such loan, a "**Default Loan**"), *provided*, that such Contributing Member shall have contributed to the Company its pro rata share of the applicable Additional Capital Contribution. Such Default Loan shall be treated as an Additional Capital Contribution by the Non-Contributing Member. Each Default Loan shall bear interest (compounded monthly on the first day of each calendar month) on the unpaid principal amount thereof from time to time remaining from the date advanced until repaid, at the lesser of (i) 10% per annum or (ii) the maximum rate permitted at law (the "**Default Rate**"). Each Default Loan shall be recourse solely to the Non-Contributing Member's Membership Interest. Default Loans shall be repaid out of the distributions that would otherwise be made to the Non-Contributing Member under this Agreement, as more fully provided for in **Section 3.02(d)**. So long as a Default Loan is outstanding, the Non-Contributing Member shall have the right to repay the Default Loan (and interest then due and owing) in whole or in part. Upon the repayment in full of all Default Loans (but not upon their conversion as provided in **Section 3.02(c)**) made in respect of a Non-Contributing Member (and so long as the Non-Contributing Member is not otherwise a Non-Contributing Member), such Non-Contributing Member shall cease to be a Non-Contributing Member.

(c) At any time after the date twelve months after a Default Loan is made, at the option of the Contributing Member, (i) such Default Loan shall be converted into an Additional Capital Contribution of the Contributing Member in an amount equal to the principal and unpaid interest on such Default Loan pursuant to this **Section 3.02(c)**, (ii) the Non-Contributing Member shall be deemed to have received a distribution, pursuant to Article VI, of an amount equal to the principal and unpaid interest on such Default Loan, (iii) such distribution shall be deemed paid to the Contributing Member in repayment of the Default Loan, (iv) such amount shall be deemed contributed by the Contributing Member as an Additional Capital Contribution (a "**Cram-Down Contribution**"), and (v) the Contributing Member's Capital Account shall be increased by, and the Non-Contributing Member's Capital Account shall be decreased by, an amount equal to the principal and unpaid interest on such Default Loan. A Cram-Down Contribution shall be deemed an Additional Capital Contribution by the Contributing Member making (or deemed making) such Cram-Down Contribution as of the date such Cram-Down Contribution is made or the date on which such Default Loan is converted to a Cram-Down Contribution. At the time of a Cram-Down Contribution, the Membership Interest of the Contributing Member shall be increased proportionally by the amount of such contribution, thereby diluting the Membership Interest of the Non-Contributing Member. Once a Cram-Down Contribution has been made (or deemed made), no subsequent payment or tender in respect of the Cram-Down Contribution shall affect the Membership Interests of the Members, as adjusted in accordance with this Section 3.02(c).

(d) Notwithstanding any other provisions of this Agreement, any amount that otherwise would be paid or distributed to a Non-Contributing Member pursuant to Section 6.01 shall not be paid to the Non-Contributing Member but shall be deemed paid and applied on behalf of such Non-Contributing Member (i) first, to accrued and unpaid interest on all Default Loans (in the order of their original maturity date), (ii) second to the principal amount of such Default Loans (in the order of their original maturity date) and (iii) third, to any Additional Capital Contribution of such Non-Contributing Member that has not been paid and is not deemed to have been paid.

(e) Notwithstanding the foregoing, if a Non-Contributing Member fails to make its Additional Capital Contribution in accordance with Section 3.02, the Contributing Member may:

(i) institute proceedings against the Non-Contributing Member to obtain payment of its portion of the Additional Capital Contributions, together with interest thereon at the Default Rate from the date that such Additional Capital Contribution was due until the date that such Additional Capital Contribution is made, at the cost and expense of the Non-Contributing Member; or

(ii) elect to dissolve and liquidate the Company pursuant to ARTICLE XI; or

(iii) purchase the Membership Interest of the Non-Contributing Member at a price equal to the Fair Market Value of its Membership Interest.

(f) Except as set forth in this Section 3.02, neither Member shall be required to make additional Capital Contributions or make loans to the Company.

Section 3.03 **Maintenance of Capital Accounts**

There shall be established and maintained for each Member a separate capital account (a "**Capital Account**") on the books and records of the Company in accordance with this Section 3.03. Each Capital Account will be established and maintained in accordance with the following provisions:

(a) Each Member's Capital Account will be increased by the amount of:

(i) such Member's Capital Contributions, including such Member's initial Capital Contribution and any Additional Capital Contributions;

(ii) any Net Income or other item of income or gain allocated to such Member pursuant to Article V; and

(iii) any liabilities of the Company that are assumed by such Member or secured by any property distributed to such Member.

(b) Each Member's Capital Account will be decreased by:

(i) the cash amount or Book Value of any property distributed to such Member pursuant to ARTICLE VI and Section 11.03;

(ii) the amount of any Net Loss or other item of loss or deduction allocated to such Member pursuant to ARTICLE V; and

(iii) the amount of any liabilities of such Member assumed by the Company or that are secured by any property contributed by such Member to the Company.

Section 3.04 **Succession Upon Transfer**

In the event that any Membership Interests are Transferred in accordance with the terms of this Agreement, the Transferee will succeed to the Capital Account of the Transferor to the extent it relates to the Transferred Membership Interests and, subject to Section 5.04, shall receive allocations and distributions pursuant to Article V, Article VI and Article XI in respect of such Membership Interests.

Section 3.05 **Negative Capital Accounts**

In the event that any Member has a deficit balance in its Capital Account, such Member will have no obligation, during the term of the Company or upon dissolution or liquidation thereof, to restore such negative balance or make any Capital Contributions to the Company by reason thereof, except as may be required by Applicable Law or in respect of any negative balance resulting from a withdrawal of capital or dissolution in contravention of this Agreement.

Section 3.06 **No Withdrawals From Capital Accounts**

No Member will be entitled to withdraw any part of its Capital Account or to receive any distribution from the Company, except as otherwise provided in this Agreement. No Member shall receive any interest, salary or drawing with respect to its Capital Contributions or its Capital Account, except as otherwise provided in this Agreement. The Capital Accounts are maintained for the sole purpose of allocating items of income, gain, loss and deduction among the Members and shall have no effect on the amount of any distributions to any Members, in liquidation or otherwise.

Section 3.07 **Treatment of Loans From Members**

Any loans by a Member to the Company (if any), will not be considered Capital Contributions and will not affect the maintenance of such Member's Capital Account, other than to the extent provided in Section 3.02(c) and Section 3.03(a)(iii), if applicable. The amount of any such loans shall be a debt of the Company to such Member and shall be payable or collectible in accordance with the terms and conditions upon which such loans are made.

Section 3.08 **Modifications**

The foregoing provisions and the other provisions of this Agreement relating to the maintenance of Capital Accounts are intended to comply with Treasury Regulations Section 1.704-1(b) and shall be interpreted and applied in a manner consistent with such Treasury Regulations. If the Board determines that it is prudent to modify the manner in which the Capital Accounts, or any increases or decreases to the Capital Accounts, are computed in order to comply with such Treasury Regulations, the Board may authorize such modifications.

ARTICLE IV
MEMBERS

Section 4.01 **Participation in Management**

The Members, in their capacity as Members, will not and may not take part in the management of the Company's business. The Members will not have the right to vote or otherwise consent or withhold consent except with respect to such matters as are expressly stated in this Agreement or the Delaware Act.

Section 4.02 **No Personal Liability**

Except as otherwise provided in the Delaware Act, by Applicable Law or expressly in this Agreement, no Member will be obligated personally for any debt, obligation or liability of the Company or other Members.

Section 4.03 **No Withdrawal**

So long as a Member continues to hold any Membership Interests, such Member will not have the ability to withdraw or resign as a Member prior to the dissolution and winding up of the Company and any such withdrawal or resignation or attempted withdrawal or resignation by a Member prior to the dissolution or winding up of the Company will be null and void. As soon as any Person who is a Member ceases to hold any Membership Interests, such Person shall no longer be a Member.

Section 4.04 **No Interest in Company Property**

No real or personal property of the Company will be deemed to be owned by any Member individually, but will be owned by, and title will be vested solely in, the Company. Without limiting the foregoing, each Member hereby irrevocably waives during the term of the Company any right that such Member may have to maintain any action for partition or judicial dissolution of, or with respect to, the Company or the property of the Company.

Section 4.05 **Dealings with the Company / Intellectual Property**

(a) Any Member (or their Affiliates), may deal with the Company as an independent contractor or as an agent for others, and may receive from such others or the Company reasonable and customary compensation, commissions or other income incident to such dealings.

(b) The cost to the Company for such services or contribution will be based on detailed reporting provided by the relevant Member, and will be determined by the Board on a case by case basis in accordance with Section 7.02, but any such services and relationships will be fully-disclosed, will be approved in advance and will be on terms that are fair and reasonable to the Members and the Company in accordance with the Budget. Invoices for pre-approved services shall be rendered on a monthly basis within seven days of the end of each month and shall detail the services rendered and the expenses compensable under the terms of the relevant Related Party Agreement. Except as expressly approved in advance by the Board and as expressly contemplated in the Budget, neither Member shall be reimbursed or otherwise compensated for the provision of services to the Company.

(c) The Members and the Board hereby acknowledge and approve of the Related Party Agreements set forth on Exhibit B (the "**Affiliate Service Agreements**"), and the transactions and payments contemplated therein.

(d) Each Member and the Company agrees that, except for work product created by PIL (which shall be treated as work made for hire as defined Section 101 of the US Copyright Act of 1976) (**"Work Product"**), the Pollard Parties and the NEO Parties will each respectively retain all right, title and interest in and to all materials, software, facilities and resources developed or prepared respectively by Pollard Parties and NEO Parties under any Affiliate Service Agreement or otherwise relating to any intellectual property or materials developed by a Pollard Party or a NEO Party. Neither the Company nor either Party will acquire any ownership or other interest in any property of the other Party or its Affiliates by reason only of their participation in this business or membership in the Company, it being understood that all present and future property of each Party, including intellectual property rights, are and will remain their separate property.

(e) The Company is and will be the sole and exclusive owner of all right, title and interest in and to all Work Product, including all intellectual property rights therein, subject to the following licenses. The Company hereby grants to each Party such rights and licenses with respect to the Work Product that will allow each Party to use and otherwise exploit perpetually throughout the universe for all or any purposes whatsoever the Work Product, to the same extent as if each Party owned the Work Product, without incurring any fees or costs to the Company or any other Person in respect of the Work Product. In furtherance of the foregoing, such rights and licenses shall (i) be irrevocable, perpetual, fully paid-up, and royalty-free; (ii) include the rights to make, have made, use, reproduce, offer to sell, sell, import, modify, improve, create derivative works of, and distribute the Work Product, including all such modifications, improvements, and derivative works thereof; and (iii) be freely assignable and sublicensable.

(f) In the event that the Parties wish to develop intellectual property jointly **("Jointly-Owned Developed Intellectual Property")**, the Parties agree that they will enter into an agreement in advance recording that intention and setting forth the terms under which they will allocate the ownership of, compensation for and rights to use that intellectual property. Each Party shall jointly own all right, title, and interest in and to Jointly-Owned Developed Intellectual Property. Each Party will have the right, subject to this Agreement and Applicable Law, to make, have made, use, offer to sell, sell, and import Jointly-Owned Developed Intellectual Property and freely exercise, transfer, assign, license, encumber, and enforce all of its rights in the Jointly-Owned Developed Intellectual Property without the consent, joinder, or participation of, or payment or accounting, to the other Party. Each Party hereby unconditionally and irrevocably waives any right it may have under Applicable Law as a joint owner of the Jointly-Owned Developed Intellectual Property to require such consent, joinder, participation, payment, or accounting. Each Party will, and hereby does, assign, license, and otherwise transfer, and shall cause its Affiliates and its and its Affiliates' respective representatives to assign, license, and otherwise transfer, to the other Party and its permitted successors and assigns, without requirement of additional consideration, all such right, title, and interest in and to the Jointly-Owned Developed Intellectual Property as is necessary to fully effect the joint ownership thereof as provided in this Section 4.05.

Section 4.06 **Certification of Membership Interests**

(a) The Board may, but will not be required to, issue certificates to the Members representing the Membership Interests held by such Member.

(b) In the event that certificates representing Membership Interests are issued in accordance with Section 4.06(a), then in addition to any other legend required by Applicable Law, all certificates representing issued and outstanding Membership Interests will bear a legend substantially in the following form:

THE MEMBERSHIP INTERESTS REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO A LIMITED LIABILITY COMPANY AGREEMENT BETWEEN THE COMPANY AND ITS MEMBERS, A COPY OF WHICH IS ON FILE AT THE PRINCIPAL EXECUTIVE OFFICE OF THE COMPANY. NO TRANSFER, SALE, ASSIGNMENT, PLEDGE, HYPOTHECATION OR OTHER DISPOSITION OF THE MEMBERSHIP INTERESTS REPRESENTED BY THIS CERTIFICATE MAY BE MADE EXCEPT IN ACCORDANCE WITH THE PROVISIONS OF SUCH LIMITED LIABILITY COMPANY AGREEMENT.

THE MEMBERSHIP INTERESTS REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR UNDER ANY OTHER APPLICABLE SECURITIES LAWS AND MAY NOT BE TRANSFERRED, SOLD, ASSIGNED, PLEDGED, HYPOTHECATED OR OTHERWISE DISPOSED EXCEPT PURSUANT TO (A) A REGISTRATION STATEMENT EFFECTIVE UNDER SUCH ACT AND LAWS, OR (B) AN EXEMPTION FROM REGISTRATION THEREUNDER.

ARTICLE V
ALLOCATIONS

Section 5.01 **Allocation of Net Income and Net Loss**

For each Fiscal Year (or portion thereof), after giving effect to the special allocations set forth in Section 5.02, Net Income and Net Loss of the Company will be allocated among the Members pro rata in accordance with their Membership Interests.

Section 5.02 **Regulatory and Special Allocations**

Notwithstanding the provisions of Section 5.01:

(a) If there is a net decrease in Company Minimum Gain (determined according to Treasury Regulations Section 1.704-2(d)(1)) during any Fiscal Year, each Member will be specially allocated Net Income for such Fiscal Year (and, if necessary, subsequent Fiscal Years) in an amount equal to such Member's share of the net decrease in Company Minimum Gain, determined in accordance with Treasury Regulations Section 1.704-2(g). The items to be so allocated will be determined in accordance with Treasury Regulations Sections 1.704-2(f)(6) and 1.704-2(j)(2). This Section 5.02(a) is intended to comply with the "minimum gain chargeback" requirement in Treasury Regulations Section 1.704-2(f) and will be interpreted consistently therewith.

(b) Member Nonrecourse Deductions will be allocated in the manner required by Treasury Regulations Section 1.704-2(i). Except as otherwise provided in Treasury Regulations Section 1.704-2(i)(4), if there is a net decrease in Member Nonrecourse Debt Minimum Gain during any Fiscal Year, each Member that has a share of such Member Nonrecourse Debt Minimum Gain will be specially allocated Net Income for such Fiscal Year (and, if necessary, subsequent Fiscal Years) in an amount equal to that Member's share of the net decrease in Member Nonrecourse Debt Minimum Gain. Items to be allocated pursuant to this paragraph will be determined in accordance with Treasury Regulations Sections 1.704-2(i)(4) and 1.704-2(j)(2). This Section 5.02(b) is intended to comply with the "minimum gain chargeback" requirements in Treasury Regulations Section 1.704-2(i)(4) and will be interpreted consistently therewith.

(c) Nonrecourse Deductions will be allocated to the Members in accordance with their Membership Interests.

(d) In the event any Member unexpectedly receives any adjustments, allocations or distributions described in Treasury Regulations Section 1.704-1(b)(2)(ii)(d)(4), (5) or (6), Net Income will be specially allocated to such Member in an amount and manner sufficient to eliminate the Adjusted Capital Account Deficit created by such adjustments, allocations or distributions as quickly as possible. This Section 5.02(d) is intended to comply with the qualified income offset requirement in Treasury Regulations Section 1.704-1(b)(2)(ii)(d) and will be interpreted consistently therewith.

(e) The allocations set forth in paragraphs (a), (b), (c) and (d) above (the "**Regulatory Allocations**") are intended to comply with certain requirements of the Treasury Regulations under Code Section 704. Notwithstanding any other provisions of this ARTICLE V (other than the Regulatory Allocations), the Regulatory Allocations will be taken into account in allocating Net Income and Net Losses among Members so that, to the extent possible, the net amount of such allocations of Net Income and Net Losses and other items and the Regulatory Allocations to each Member will be equal to the net amount that would have been allocated to such Member if the Regulatory Allocations had not occurred.

Section 5.03 **Tax Allocations**

(a) Subject to Section 5.03(b), Section 5.03(c), and Section 5.03(d), all income, gains, losses and deductions of the Company will be allocated, for federal, state and local income tax purposes, among the Members in accordance with the allocation of such income, gains, losses and deductions pursuant to Section 5.01 and Section 5.02, except that if any such allocation for tax purposes is not permitted by the Code or other Applicable Law, the Company's subsequent income, gains, losses and deductions will be allocated among the Members for tax purposes, to the extent permitted by the Code and other Applicable Law, so as to reflect as nearly as possible the allocation set forth in Section 5.01 and Section 5.02.

(b) Items of Company taxable income, gain, loss and deduction with respect to any property contributed to the capital of the Company will be allocated among the Members in accordance with Code Section 704(c) and Treasury Regulations Section 1.704-3, so as to take account of any variation between the adjusted basis of such property to the Company for federal income tax purposes and its Book Value, in such manner as determined by the Board to be appropriate.

(c) If the Book Value of any Company asset is adjusted pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(f) as provided in clause (c) of the definition of "Book Value", subsequent allocations of items of taxable income, gain, loss and deduction with respect to such asset will take account of any variation between the adjusted basis of such asset for federal income tax purposes and its Book Value in the same manner as under Code Section 704(c) and using such method as determined by the Board to be appropriate.

(d) Allocations of tax credit, tax credit recapture and any items related thereto will be allocated to the Members according to their interests in such items as determined by the Board taking into account the principles of Treasury Regulations Section 1.704-1(b)(4)(ii).

(e) Allocations pursuant to this Section 5.03 are solely for purposes of federal, state and local taxes and will not affect, or in any way be taken into account in computing, any Member's Capital Account or share of Net Income, Net Losses, distributions or other items pursuant to any provisions of this Agreement.

Section 5.04 **Allocations in Respect of Transferred Membership Interests**

In the event of a Transfer of Membership Interests during any Fiscal Year made in compliance with the provisions of Article IX, Net Income, Net Losses and other items of income, gain, loss and deduction of the Company attributable to such Membership Interests for such Fiscal Year will be determined using the interim closing of the books method.

ARTICLE VI
DISTRIBUTIONS

Section 6.01 **Distributions of Cash Flow and Capital Proceeds**

(a) Any available cash of the Company, after allowance for all reasonable costs and expenses incurred by the Company and for such reasonable reserves as the Board determines to be appropriate, will be distributed to the Members from time to time as determined by the Board in accordance with their Membership Interests.

(b) If a Member has (i) an unpaid Additional Capital Contribution that is overdue and/or (ii) an outstanding Default Loan due to another Member, any amount that otherwise would be distributed to such Member pursuant to this Agreement (up to the amount of such Additional Capital Contribution or outstanding Default Loan, together with interest accrued thereon) shall not be paid to such Member but shall be deemed distributed to such Member and applied on behalf of such Member pursuant to **Section 3.02(d**).

(c) Notwithstanding any provision to the contrary contained in this Agreement, the Company will not make any distribution to Members if such distribution would violate § 18-607 of the Delaware Act or other Applicable Law.

Section 6.02 **Tax Withholding; Withholding Advances**

(a) **Tax Withholding.** If requested by the Board, each Member will, if able to do so, deliver to the Board:

(i) an affidavit in form satisfactory to the Board that the applicable Member (or its members, as the case may be) is not subject to withholding under the provisions of any federal, state, local, foreign or other Applicable Law;

(ii) any certificate that the Board may reasonably request with respect to any such Applicable Laws; or

(iii) any other form or instrument reasonably requested by the Board relating to any Member's status under such Applicable Law.

If a Member fails or is unable to deliver to the Board the affidavit described in Section 6.02(a)(i), the Board may withhold amounts from such Member in accordance with Section 6.02(b).

(b) **Withholding Advances.** The Company is hereby authorized at all times to make payments ("**Withholding Advances**") with respect to each Member in amounts required to discharge any obligation of the Company (as determined by the Board based on the advice of legal or tax counsel to the Company) to withhold or make payments to any federal, state, local or foreign taxing authority (a "**Taxing Authority**") with respect to any distribution or allocation by the Company of income or gain to such Member and to withhold the same from distributions to such Member. Any funds withheld from a distribution by reason of this Section 6.02(b) will nonetheless be deemed distributed to the Member in question for all purposes under this Agreement.

(c) **Repayment of Withholding Advances.** Any Withholding Advance made by the Company to a Taxing Authority on behalf of a Member and not simultaneously withheld from a distribution to that Member will either:

(i) be promptly repaid to the Company by the Member on whose behalf the Withholding Advance was made (which repayment by the Member will not constitute a Capital Contribution, but will credit the Member's Capital Account if the Board will have initially charged the amount of the Withholding Advance to the Capital Account); or

(ii) with the approval of the Board, be repaid by reducing the amount of the next succeeding distribution or distributions to be made to such Member (which reduction amount will be deemed to have been distributed to the Member).

(d) **Indemnification.** Each Member hereby agrees to indemnify and hold harmless the Company and the other Members from and against any liability with respect to taxes, interest or penalties that may be asserted by reason of the Company's failure to deduct and withhold tax on amounts distributable or allocable to such Member. The provisions of this Section 6.02(d) and the obligations of a Member pursuant to Section 6.02(c) will survive the termination, dissolution, liquidation and winding up of the Company and the withdrawal of such Member from the Company or Transfer of its Membership Interests. The Company may pursue and enforce all rights and remedies it may have against each Member under this Section 6.02, including bringing a lawsuit to collect repayment of any Withholding Advances.

(e) **Overwithholding.** Neither the Company nor the Board shall be liable for any excess taxes withheld in respect of any distribution or allocation of income or gain to a Member. In the event of an overwithholding, a Member's sole recourse shall be to apply for a refund from the appropriate Taxing Authority.

Section 6.03 **Distributions in Kind**

(a) The Board is hereby authorized, as it may reasonably determine, to make distributions to the Members in the form of securities or other property held by the Company. In any non-cash distribution, the securities or property so distributed will be distributed among the Members in the same proportion and priority as cash equal to the Fair Market Value of such securities or property would be distributed among the Members pursuant to Section 6.01.

(b) Any distribution of securities will be subject to such conditions and restrictions as the Board determines are required or advisable to ensure compliance with Applicable Law. In furtherance of the foregoing, the Board may require that the Members execute and deliver such documents as the Board may deem necessary or appropriate to ensure compliance with all federal and state securities laws that apply to such distribution and any further Transfer of the distributed securities, and may appropriately legend the certificates that represent such securities to reflect any restriction on Transfer with respect to such laws.

ARTICLE VII
MANAGEMENT

Section 7.01 **Management of the Company**

Subject to the limited voting and consent rights of the Members as provided in this Agreement or the Delaware Act, the business and affairs of the Company shall be managed, operated and controlled by or under the direction of a two Person board of Managers (the **"Board of Managers"** or **"Board"**), which number may be decreased or increased with the prior written consent of the Members. The Board shall have, and is hereby granted, the full and complete power, authority and discretion for, on behalf of and in the name of the Company, to take such action as it may in its sole discretion deem necessary or advisable to carry out any and all of the objectives and purposes of the Company, subject only to the terms of this Agreement.

Section 7.02 **Board Approvals**

Any action or consent requiring the approval of the Board, including for greater certainty the following matters (each, a **"Fundamental Issue"**), shall require the unanimous approval of the Board:

(a) any issuance of further equity, Membership Interests, or other securities by the Company or any of its Subsidiaries, including the issuance of any options, warrants or like instruments;

(b) any incurrence of third party or Member debt by the Company or any of its Subsidiaries (if any) or any guarantee of any indebtedness, except to the extent approved or authorized in a Budget;

(c) approval of the Company's Budget, including the determination of fees payable by the Company pursuant to any Related Party Agreement;

(d) the pursuit of any Opportunity;

(e) all elements of any offerings to be made available to (i) any Existing Customer or (ii) any Lottery Customer in respect of any Approved Opportunity;

(f) the entry by the Company into any contract with Lottery Customers or any material third party contracts;

(g) the amendment, extension or renewal by the Company of any Existing Contract with any Existing Customer;

(h) making any material change to the nature of the Business conducted by the Company or entering into any business other than the Business;

(i) approval and the terms of any additional Capital Contributions (or any other contributions, financial or otherwise with respect to the Company), except to the extent approved or authorized in a Budget;

(j) issuance of additional Membership Interests or the admission of new or additional Members to the Company;

(k) approval of any and all Related Party Agreements, including any amendments thereto (it being acknowledged that the Related Party Agreements set forth in Exhibit B are approved);

(l) the hiring, transfer or discharge of employees of the Company, if any, or causing the hiring, transfer or discharge of NPI Employees;

(m) the waiver of non-competition or non-solicitation covenants of employees of the Company, if any, or causing the waiver of non-competition or non-solicitation covenants of NPI Employees;

(n) any merger, amalgamation, dissolution or winding-up of the Company or sale, lease, license or disposal of all or substantially all of the assets of the Company;

(o) the redemption, purchase for cancellation, or any other retirement of any Membership Interests, including the withdrawal of any Member from the Company;

(p) subject to Section 6.01, the declaration or payment of any distribution, in whatever form;

(q) the amendment of the Company's Certificate of Formation, this Agreement, or any other constating document of the Company, provided, however, the Officers may amend Exhibit A following any new issuance, redemption, or Transfer of Membership Interests in accordance with this Agreement;

(r) the taking of any action or the entering into of any contract, agreement or commitment out of the ordinary course of business, or the amendment, renewal or termination, in any material way, of any contract, agreement or commitment entered into by the Company out of the ordinary course of business; and

(s) the institution or settlement of any litigation, arbitration or other judicial or administrative proceedings by or on behalf of the Company.

Section 7.03 **Appointment of Managers**

(a) The Members will appoint the Managers that serve on the Board in the following manner:

(i) one (1) of the Managers will be appointed by Pollard (the "**Pollard Managers**"); and

(ii) one (1) of the Managers will be appointed by NEO (the "**NEO Managers**").

Each Manager will serve until the earliest of such Manager's death, disability, removal, or resignation. Each Member will respectively be entitled to appoint, remove (with or without cause), or appoint, at any time, a replacement for each Manager that such Member is entitled to appoint. Any removal of a Manager will be effective at the time specified by the Member entitled to appoint such Manager.

(b) Pollard hereby appoints as the Pollard Manager Douglas E. Pollard. NEO hereby appoints as the NEO Manager Moti Malul.

Section 7.04 **Committees / Management Committee**

(a) In connection with the Board's management of the Company, the Board will be entitled to establish such committees, including audit and compensation committees, as the Board may deem necessary or advisable, with such committees to have such members, duties, powers and authority as the Managers may specify. In addition, the Board will appoint the Management Committee in accordance with Section 7.04(b) below. Notwithstanding the above, a committee will not have authority to take such actions requiring unanimous Board approval pursuant to the terms of Section 7.02.

(b) As contemplated in Section 7.04(a), the Company will establish a management committee (the "**Management Committee**") to manage the Company's implementation of the Budget and to otherwise be responsible for the supervision of the day-to-day affairs of the Company and the direct management of the Company's Officers. In furtherance of the foregoing, the Management Committee will, subject in each case to the limits set out in the Budget and in the ordinary course of business, have the right to, or, as applicable, shall cause the Company to:

(i) Execute, deliver and perform contracts, agreements or commitments in the ordinary course of business;

(ii) Collect accounts receivable;

(iii) Incur and pay accounts payable;

(iv) Acquire or lease real or personal property of the Company;

(v) Hire and terminate attorneys, consultants, accountants or other independent contractors on behalf of the Company;

(vi) Pay taxes, assessments, rents and other impositions applicable to the Company and its assets;

(vii) Open and maintain bank accounts.

(c) The Management Committee will be comprised of the following members:

(i) Two (2) members appointed by the Pollard Manager (the "**Pollard Representatives**");

(ii) Two (2) members appointed by the NEO Manager (the "**NEO Representatives**"); and

(iii) such other members of the Management Committee as unanimously approved by the Pollard Representatives and the NEO Representatives.

(d) The members of the Management Committee will serve until the earliest of such member's death, disability, removal, or resignation. The Manager that appointed such member of the Management Committee will respectively be entitled to appoint, remove (with or without cause), or appoint, at any time, a replacement for each such member of the Management Committee. Any removal will be effective at the time specified by the appointing Manager.

(e) Any action or consent requiring the approval of the Management Committee will be approved or consented upon the unanimous approval of the members of the Management Committee.

Section 7.05 **Deadlock**

(a) If at two successive meetings of the Board, the Managers are unable to reach a unanimous decision regarding a Fundamental Issue submitted for consideration by the Board at such meetings (a "**Deadlock**"), the Board shall refer the matter subject to the Deadlock to the Members, who shall attempt to resolve such matter within 20 Business Days after referral to them of the Deadlocked issue (or, if mutually agreed by the Members, a longer period of time). Any resolution agreed to by the Members shall be final and binding on the Company and the Members.

(b) During the continuation of any Deadlock, the Company shall continue to operate in a manner consistent with its prior practices and this Agreement until such time as such Deadlock is resolved. If the Deadlock is with respect to the approval of the Company's Budget, the Company shall operate its business in accordance with the Budget then in effect.

(c) If the Members are unable to reach agreement as to the Fundamental Issue within the time period set forth in (a) (including any agreed extensions), any Member shall be entitled to refer the Deadlock to mediation on an expedited basis pursuant to Section 12.12.

Section 7.06 **Officers;**

(a) The Board may appoint individuals as officers of the Company (the "**Officers**") as it deems necessary or desirable to carry on the business of the Company and the Board may delegate to such Officers such power and authority as the Board deems advisable. The Officers so appointed may include Persons holding titles such as Chairman, Chief Executive Officer, Chief Operating Officer, President, General Manager, Chief Financial Officer, Executive Vice President, Vice President, Treasurer or Controller. Unless the authority of the Officer in question is limited in the document appointing such Officer or is otherwise specified by the Board, any Officer so appointed will have the same authority to act for the Company as a corresponding officer of a Delaware corporation would have to act for a Delaware corporation in the absence of a specific delegation of authority. Any individual may hold two or more offices of the Company.

(b) Each Officer will hold office until his successor is designated by the Board or until his earlier death, resignation or removal. Any Officer may resign at any time upon written notice to the Board. Any Officer may be removed by the Board with or without cause at any time. A vacancy in any office occurring because of death, disability, resignation, removal or otherwise, may, but need not, be filled by the Board.

(c) The Officers of the Company will be (i) two Co-Chief Executive Officers who will report to the Board, and (ii) the General Manager who will report to the Board, the Management Committee and the Co-Chief Executive Officers, and (iii) any other Officers as shall be appointed at the discretion of the General Manager and approved by the Co-Chief Executive Officers, who will report to the Board, Management Committee and the Co-Chief Executive Officers. As of the effective date of this Agreement, the Officers of the Company are as follows:

Name	**Title**
Douglas E. Pollard	Co-Chief Executive Officer
Moti Malul	Co-Chief Executive Officer
Colin Hadden	Vice-President and General Manager

(d) The Co-Chief Executive Officers will co-operate and work together in good faith to perform the executive functions appropriate to the management of the Company. The Co-Chief Executive Officers will establish a mutually agreed high level allocation of responsibilities to facilitate management efficiency and focus. As a general rule, each Co-Chief Executive Officer will focus the majority of his management time on the functional areas of the Company that relate to the contribution that his Member is making to the Company. Notwithstanding the foregoing, the Co-Chief Executive Officers will engage in regular co-operation and consultation with respect to all material matters and decisions. For greater certainty, the high level allocation set forth in this Section 7.06(d) is intended to facilitate operational efficiency and reduce overlap, and will not be interpreted to grant either Co-Chief Executive Officer the exclusive power to make decisions within his primary area of focus.

(e) The Co-Chief Executive Officers may cause the Company to engage additional key executives approved by the Board, including a General Manager, who will be employed full time with overall supervisory responsibilities for the Company established by the Board from time to time. Any such key executives will be subject to the direction jointly of the Co-Chief Executive Officers in the performance of day-to-day duties in the course of the Co-Chief Executive Officers' performance of their services. The Co-Chief Executive Officers will negotiate the terms of employment of such key executive employees, subject to the right of the Board to approve the compensation of such key executives. The Board will take such actions as are necessary to cause the key executives to have such authority to act on behalf of the Company as may be determined by the Co-Chief Executive Officers to be necessary. Such authorizations may include approvals of powers of attorney giving the key executives authority to act on behalf of the Company.

(f) As required pursuant to Section 7.02, the Board will determine whether and to what extent staffing for the conduct of the Company's operations should be provided by employees of the Company or employees of the Members or Members' Affiliates pursuant to Related Party Agreements. Except as otherwise provided herein and subject to policies, if any, adopted by the Board, the Co-Chief Executive Officers, will have the authority only if specifically authorized by the Board to (A) hire, transfer or discharge employees of the Company, or to cause the hiring, transfer or discharge of NPI Employees assigned to Company's operations, (B) with respect to the compensation of the Officers, establish the terms of their employment and their wages, salaries and benefits, (C) direct them as to their obligations and duties and (D) supervise them in the performance of their jobs. The Co-Chief Executive Officers will have discretion in appointing employees of the Company or of its Members or of its Members' Affiliates to fill or second, on a temporary or indefinite basis, supervisory positions or other vacancies in connection with Company's operations. To the extent that any of the duties of the Co-Chief Executive Officers set forth herein are carried out by employees of the Company, such duties will be carried out under the supervision of the Co-Chief Executive Officers.

Section 7.07 **Meetings / Actions Without Meetings**

Meetings of the Board and Management Committee will occur on such basis as may be respectively determined by the Board and Management Committee, provided, however, meetings of the Board will occur not less frequently than on a quarterly basis, and meetings of the Management Committee will occur not less frequently than on a monthly basis. There shall be a quorum at any such meeting if at least two members of the Board or the Management Committee are present, at least one of which must be a member appointed by NEO and at least one of which must be a member appointed by Pollard. Any matter that is to be voted on, consented to or approved by the Board or the Management Committee may be taken without a meeting, without prior notice and without a vote if consented to, in writing or by Electronic Transmission, by the Managers of the Board or members of the Management Committee having not less than the minimum number of votes that would be necessary to authorize or take such action. A record will be maintained of each such action taken by written consent. Approval of a resolution or other proposal brought before the Board and Management Committee shall require a greater than 50% affirmative vote of the Managers of the Board or members of the Management Committee present at a meeting at which a quorum is present. Notwithstanding the Membership Interests that any Member may at any time hold, each Manager of the Board or member of the Management Committee shall have one vote.

Section 7.08 **Informational Rights**

In addition to the information required to be provided pursuant to Article X, each Manager and Management Committee member may provide his or her appointing Member with any information acquired by such Manager or Management Committee member in his or her capacity as such (such information to be maintained by the relevant Member in accordance with the obligations set out in Section 12.02).

Section 7.09 **Annual Budget**

(a) Each annual business plan and budget for the Company shall together constitute a "**Budget**". The Budget will include detailed capital and operating expense budgets, cash flow projections (which shall include amounts and due dates of all projected calls for Additional Capital Contributions) and profit and loss projections. The Board, Management Committee and Officers will operate the Company in accordance with the Budget.

(b) Prior to the beginning of the upcoming Fiscal Year, the Management Committee will prepare and submit to the Board a Budget for such Fiscal Year. Upon the Board's approval of such Budget (subject to such revisions as determined by the Board to be appropriate), such Budget will become the Budget for the Company for such Fiscal Year. If a Budget is not approved prior to the commencement of such upcoming Fiscal Year, the Company will be operated in a manner consistent with the prior Fiscal Year's Budget or in such other manner as determined by the Board to be appropriate until the Board approves the subsequent Budget.

Section 7.10 **Compensation and Reimbursement of Board**

The Board and Management Committee will not be compensated for their services as members of the Board or Management Committee, but the Company will reimburse such members for all ordinary, necessary and direct expenses reasonably incurred on behalf of the Company in carrying out the Company's business activities in accordance with Company policy with respect thereto.

Section 7.11 **Standard of Care**

(a) **Standard of Care.** No Covered Person will be liable to the Company or any other Covered Person for any loss, damage or claim incurred by reason of any action taken or omitted to be taken by such Covered Person in good faith reliance on the provisions of this Agreement, so long as such action or omission does not constitute fraud, gross negligence, willful misconduct or a knowing violation or material breach of this Agreement by such Covered Person.

(b) **Good Faith Reliance.** A Covered Person will be entitled to rely in good faith upon the records of the Company and upon such information, opinions, reports or statements (including financial statements and information, opinions, reports or statements as to the value or amount of the assets, liabilities, Net Income or Net Losses of the Company or any facts pertinent to the existence and amount of assets from which distributions might properly be paid) of: (i) another Member; (ii) one or more Officers or employees of the Company; (iii) an attorney, independent accountant, appraiser or other expert or professional employed or engaged by or on behalf of the Company; or (iv) any other Person selected in good faith by or on behalf of the Company, in each case as to matters that such relying Person reasonably believes to be within such other Person's professional or expert competence. The preceding sentence will in no way limit any Person's right to rely on information to the extent provided in § 18-406 of the Delaware Act.

(c) **Limitation of Liability.** This Agreement is not intended to, and does not, create or impose any fiduciary duty on any Covered Person. Furthermore, each of the Members and the Company hereby waives any and all fiduciary duties that, absent such waiver, may be implied by Applicable Law, and in doing so, acknowledges and agrees that the duties and obligation of each Covered Person to each other and to the Company are only as expressly set forth in this Agreement. The provisions of this Agreement, to the extent that they restrict the duties and liabilities of a Covered Person otherwise existing at law or in equity, are agreed by the Members to replace such other duties and liabilities of such Covered Person.

(d) **Duties.** Whenever in this Agreement a Covered Person is permitted or required to make a decision (including a decision that is in such Covered Person's "discretion" or under a grant of similar authority or latitude), the Covered Person shall be entitled to consider only such interests and factors as such Covered Person desires, including its own interests, and shall have no duty or obligation to give any consideration to any interest of or factors affecting the Company or any other Person. Whenever in this Agreement a Covered Person is permitted or required to make a decision in such Covered Person's "good faith", the Covered Person shall act under such express standard and shall not be subject to any other or different standard imposed by this Agreement or any other Applicable Law.

Section 7.12 **Indemnification**

(a) **Indemnification.** To the fullest extent permitted by the Delaware Act, as the same now exists or may hereafter be amended, substituted or replaced (but, in the case of any such amendment, substitution or replacement, only to the extent that such amendment, substitution or replacement permits the Company to provide broader indemnification rights than the Delaware Act permitted the Company to provide prior to such amendment, substitution or replacement), the Company will indemnify, hold harmless, defend, pay and reimburse any Covered Person against any and all losses, claims, damages, judgments, fines or liabilities, including reasonable legal fees or other expenses incurred in investigating or defending against such losses, claims, damages, judgments, fines or liabilities, and any amounts expended in settlement of any claims (collectively, "**Losses**") to which such Covered Person may become subject by reason of:

(i) any act or omission or alleged act or omission performed or omitted to be performed on behalf of the Company, any Member or any direct or indirect Subsidiary of the foregoing in connection with the Business of the Company; or

(ii) such Covered Person being or acting in connection with the Business of the Company as a member, stockholder, Affiliate, manager, director, officer, employee or agent of the Company, any Member, or any of their respective Affiliates, or that such Covered Person is or was serving at the request of the Company as a member, manager, director, officer, employee or agent of any Person including the Company;

provided, that (x) such Covered Person acted in good faith and in a manner reasonably believed by such Covered Person to be in, or not opposed to, the best interests of the Company and, with respect to any criminal proceeding, had no reasonable cause to believe his or her conduct was unlawful, and (y) such Covered Person's conduct did not constitute fraud, gross negligence, willful misconduct or a knowing violation or material breach of this Agreement. In connection with the foregoing, the termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of *nolo contendere* or its equivalent, will not, of itself, create a presumption that the Covered Person did not act in good faith or, with respect to any criminal proceeding, had reasonable cause to believe that such Covered Person's conduct was unlawful, or that the Covered Person's conduct constituted fraud, gross negligence, willful misconduct or a knowing violation or material breach of this Agreement.

(b) **Reimbursement.** The Company will promptly reimburse (or advance to the extent reasonably required) each Covered Person for reasonable legal or other expenses (as incurred) of such Covered Person in connection with investigating, preparing to defend or defending any claim, lawsuit or other proceeding relating to any Losses for which such Covered Person may be indemnified under this Agreement; *provided*, that if it is finally judicially determined that such Covered Person is not entitled to the indemnification provided by this Agreement, then such Covered Person will promptly reimburse the Company for any reimbursed or advanced expenses.

(c) **Insurance.** The Company may purchase insurance to cover Losses covered by the foregoing indemnification provisions and to otherwise cover Losses for any breach or alleged breach by any Covered Person of such Covered Person's duties.

ARTICLE VIII
CERTAIN OPERATING / RESTRICTIVE COVENANTS

Section 8.01 **Existing Customers; Non-Compete**

(a) For the duration of each applicable Existing Contract, neither Party will, directly or indirectly, engage in or assist others in providing services to the relevant Existing Customer that are in any way competitive with the services provided by the Company pursuant to the terms of the Existing Contract. It is understood that a Party will be deemed to be competitive with the Company if it is engaged in or otherwise involved in the development, implementation, operational support or maintenance of an iLottery System, iLottery Games or any related service contemplated by the Existing Contract, during the term of the Existing Contract, for the benefit of the relevant Existing Customer.

Notwithstanding the foregoing, either Party may respond to requests for information, requests for proposals or other solicitations issued from time to time by an Existing Customer for the provision of services intended to take effect following the termination of expiration of the relevant Existing Contract.

Section 8.02 **Non-Solicitation**

For so long as both Parties (or one of the entities comprising such Party) remain Members of the Company:

(a) Neither Party will, directly or indirectly, intentionally interfere in any respect with the business relationships (whether formed prior to or after the date of this Agreement) between: (i) the Company and its Existing Customers, or (ii) the Company and suppliers of the Company . Neither Party will, directly or indirectly, solicit or entice, or attempt to solicit or entice, any Existing Customer of the Company or supplier for purposes of diverting their business or services from the Company during the duration of an Existing Contract. Nothing in this Section 8.02 will preclude either Party from entering into a business relationship with any one or more of the suppliers of the Company for its own business purposes provided that any such business relationship does not intentionally interfere with or otherwise divert the supplier's services from the Company.

(b) Neither Party will, directly or indirectly, (i) hire or solicit any NPI Employee or any employee of the Company or of the other Party, or (ii) encourage any such employee to leave such employment or hire or rehire any such employee, or (iii) in the case of Pollard, deploy or assign any NPI Employee for any purpose other than the Business of the Company, during such employee's employment and for a period of twelve months thereafter, except with the prior written consent of the other Party which consent may be withheld at the other Party's sole discretion.

Section 8.03 **Additional Opportunities**

Subject to the unanimous prior written approval of the Board, the Parties may, from time to time, agree to work cooperatively to actively pursue additional Opportunities (each approved Opportunity, an "**Approved Opportunity**"). Should the Board determine to pursue an Approved Opportunity, neither Party shall circumvent or attempt to circumvent, avoid, by-pass or obviate the Company, the other Party or the other Party's interests, directly or indirectly, in whole or in part, with respect to the Approved Opportunity. Unless otherwise extended or terminated by mutual consent of the Parties, the covenants of this Section 8.03 shall come into effect as of the date of written approval of the Board and continue in effect until the earlier of (i) the expiration or termination of any resulting contract or, (ii) in the event that no contract is awarded, the date on which the Company is notified that it will not be awarded a contract or the date on which the Approved Opportunity has definitively expired. Any contract resulting from an Approved Opportunity shall, for all purposes of this Agreement, be deemed an Existing Contract with an Existing Customer. For greater certainty, the Parties acknowledge and agree that if the pursuit of an Opportunity is not unanimously approved as required pursuant to Section 7.02(d), each of the Parties shall be entitled to independently pursue the Opportunity.

Section 8.04 **No restrictions on Competitive Offerings**

(a) Except as specifically provided for in this Article VIII, nothing in this Agreement shall (i) restrict the right of either Party to independently pursue new or additional Opportunities with Lottery Customers, or (ii) restrict the right of either Party to create, procure or market products, services, information or business that may be competitive with those offered by the Company or the other Party, (iii) obligate either Party to obtain any services from the Company or the other Party, (iv) prevent either Party from entering into similar agreements with other companies or individuals, provided that each Party complies at all times with the requirements set forth in this Agreement, including Section 12.02. Each Party acknowledges and agrees that the other Party may, for the purposes of pursuing new or additional Opportunities, be evaluating, considering or developing proposals, business activities, or information internally, or with entities competitive with the Company or the other Party.

ARTICLE IX
RESTRICTIONS AND PERMITTED TRANSFERS

Section 9.01 **Restrictions on Transfer**

(a) Except as provided in this ARTICLE IX, no Member will Transfer all or any portion of its Membership Interest in the Company without the unanimous prior written consent of the Board (unanimously) and the other Member (which consent may be granted or withheld in the sole discretion of the other Member). No Transfer of Membership Interests to a Person not already a Member of the Company will be deemed completed until the prospective Transferee is admitted as a Member of the Company by the unanimous approval of the Board and the other Member.

(b) Notwithstanding any other provision of this Agreement (including Section 9.02), each Member agrees that it will not Transfer all or any portion of its Membership Interest in the Company, and the Company agrees that it will not issue any Membership Interests:

(i) except as permitted under the Securities Act and other applicable federal or state securities or blue sky laws, and then, with respect to a Transfer of Membership Interests, only upon delivery to the Company of an opinion of counsel in form and substance satisfactory to the Company to the effect that such Transfer may be effected without registration under the Securities Act;

(ii) if such Transfer or issuance would affect the Company's existence or qualification as a limited liability company under the Delaware Act;

(iii) if such Transfer or issuance would cause the Company to lose its status as a partnership for federal income tax purposes; or

(iv) if such Transfer or issuance would cause a termination of the Company for federal income tax purposes.

(c) Any Transfer or attempted Transfer of any Membership Interest in violation of this Agreement will be null and void, no such Transfer will be recorded on the Company's books and the purported Transferee in any such Transfer will not be treated (and the purported Transferor will continue be treated) as the owner of such Membership Interest for all purposes of this Agreement.

Section 9.02 **Permitted Transfers**

The provisions of Section 9.01(a) will not apply to any Transfer by any Member of all or any of its Membership Interests to an Affiliate, provided, however, any Transfer to an Affiliate will require the written consent of the other Member, such consent not to be unreasonably withheld, and any Transfer to an Affiliate will not relieve any Parties of their respective obligations under this Agreement.

ARTICLE X
ACCOUNTING; TAX MATTERS

Section 10.01 **Financial Statements**

The Company will furnish to each Member the following reports:

(a) **Annual Financial Statements.** As soon as available, and in any event within 90 days after the end of each Fiscal Year, balance sheets of the Company as at the end of each such Fiscal Year and statements of income, cash flows and Members' equity for such Fiscal Year, in each case setting forth in comparative form the figures for the previous Fiscal Year. The annual financial statements may be audited or unaudited, but will be audited at the request of a Member.

(b) **Monthly Financial Statements.** As soon as available, and in any event within 30 days after the end of each month during the Fiscal Year, unaudited balance sheets of the Company at the end of such month and for the current Fiscal Year to date, unaudited statements of income, cash flows and Members' equity for such period and for the current Fiscal Year to date, in each case setting forth in comparative form the figures for the corresponding periods of the previous Fiscal Year and versus the Budget, all in reasonable detail and prepared in accordance with IFRS, consistently applied (subject to normal year-end audit adjustments and the absence of notes thereto). In addition, within two weeks of the end of each month, the Company will also provide the Members with monthly operating reports with such information as may be reasonably requested by each Member, along with appropriate commentary and analysis as a Member may request regarding the information provided in the monthly report.

Section 10.02 **Inspection Rights**

Upon reasonable notice from a Member, the Company will afford each Member and its Representatives access during normal business hours to: (a) the Company's properties, offices, plants and other facilities; and (b) the corporate, financial and similar records, reports and documents of the Company, including, without limitation, all books and records, minutes of proceedings, internal management documents, reports of operations, reports of adverse developments, copies of any management letters and communications with Members (including the Board), and to permit each Member and its Representatives to examine such documents and make copies thereof;.

Section 10.03 **Income Tax Status**

It is the intent of this Company and the Members that this Company will be treated as a partnership for U.S., federal, state and local income tax purposes. Neither the Company nor any Member will make an election for the Company to be classified as other than a partnership pursuant to Treasury Regulations Section 301.7701-3.

Section 10.04 **Tax Matters**

(a) **Tax Matters Member.** The Members hereby appoint Pollard as the "**Tax Matters Member**" who will serve as the "tax matters partner" (as such term is defined in Code Section 6231) for the Company. For any year that the Company meets the definition of a small partnership in Code Section 6231(a)(1)(B)(i), the Tax Matters Member will elect to apply the TEFRA audit rules of Code Sections 6221 through 6234.

(b) **Tax Examinations and Audits.** The Tax Matters Member is authorized and required to represent the Company in connection with all examinations of the Company's affairs by Taxing Authorities, including resulting administrative and judicial proceedings, and to expend Company funds for professional services and costs associated therewith. The Tax Matters Member will promptly notify the Members if any tax return of the Company is audited or if any adjustments are proposed by any Taxing Authority, and will take such action as is necessary to cause each other Member to become a notice partner within the meaning of Section 6231(a)(8) of the Code. Without the consent of the other Members, the Tax Matters Member will not extend the statute of limitations, file a request for administrative adjustment, file suit relating to any Company tax refund or deficiency or enter into any settlement agreement relating to items of income, gain, loss or deduction of the Company with any Taxing Authority.

(c) **Income Tax Elections.** Except as otherwise provided herein, all determinations as to tax elections and accounting principles will be made solely by the Board in consultation with the Company's independent accountant.

(d) **Tax Returns and Tax Deficiencies.** Each Member agrees that such Member will not treat any Company item inconsistently on such Member's federal, state, foreign or other income tax return with the treatment of the item on the Company's return.

(e) **Resignation.** The Tax Matters Member may resign at any time if there is another Member to act as the Tax Matters Member.

Section 10.05 **Tax Returns**

At the expense of the Company, the Board (or any Officer that it may designate), will cause the preparation and timely filing (including extensions) of all tax returns required to be filed by the Company pursuant to the Code as well as all other required tax returns in each jurisdiction in which the Company own property or do business. As soon as reasonably possible after the end of each Fiscal Year, the Board or designated Officer will cause to be delivered to each Person who was a Member at any time during such Fiscal Year, IRS Schedule K-1 to Form 1065 and such other information with respect to the Company as may be necessary for the preparation of such Person's federal, state and local income tax returns for such Fiscal Year or as may otherwise be reasonably requested by a Member.

Section 10.06 **Company Funds**

All funds of the Company will be deposited in its name, or in such name as may be designated by the Board, in such checking, savings or other accounts, or held in its name in the form of such other investments as will be designated by the Board. The funds of the Company will not be commingled with the funds of any other Person. All withdrawals of such deposits or liquidations of such investments by the Company will be made exclusively upon the signature or signatures of such Officer or Officers as the Board may designate.

ARTICLE XI
DISSOLUTION AND LIQUIDATION

Section 11.01 **Events of Dissolution**

The Company will be dissolved and its affairs wound up only upon the unanimous approval of the Board and the agreement of the Members to dissolve the Company.

The death, retirement, resignation, expulsion, bankruptcy or dissolution of a Member will not cause the dissolution of the Company, and the Company will continue without effect. For the avoidance of doubt, the foregoing shall not impair the waiver of the right to seek judicial dissolution set forth in Section 4.04

Section 11.02 **Effectiveness of Dissolution**

Dissolution of the Company will be effective on the day on which the event described in Section 11.01 occurs, but the Company will not terminate until the winding up of the Company has been completed, the assets of the Company have been distributed as provided in Section 11.03 and the Certificate of Formation will have been cancelled as provided in Section 11.04.

Section 11.03 **Liquidation**

If the Company is dissolved pursuant to Section 11.01, the Company will be liquidated and its business and affairs wound up in accordance with the Delaware Act and the following provisions:

(a) **Liquidator.** The Board will act as liquidator to wind up the Company (the "**Liquidator**"), unless the Board designates another Person to act as Liquidator. The Liquidator will have full power and authority to sell, assign, and encumber any or all of the Company's assets and to wind up and liquidate the affairs of the Company in an orderly and business-like manner.

(b) **Accounting.** As promptly as possible after dissolution and again after final liquidation, the Liquidator will cause a proper accounting to be made by a recognized firm of certified public accountants of the Company's assets, liabilities and operations through the last day of the calendar month in which the dissolution occurs or the final liquidation is completed, as applicable.

(c) **Distribution of Proceeds.** The Liquidator will liquidate the assets of the Company and distribute the proceeds of such liquidation in the following order of priority, unless otherwise required by mandatory provisions of Applicable Law:

(i) *first*, to the payment of all of the Company's debts and liabilities to its creditors (including Members, if applicable) and the expenses of liquidation (including sales commissions incident to any sales of assets of the Company);

(ii) *second*, to the establishment of and additions to reserves that are determined by the [Board] to be reasonably necessary for any contingent unforeseen liabilities or obligations of the Company; and

(iii) *third*, distributed to the Members in accordance with the terms of Section 6.01. In relation thereto, such distribution will be made after taking into account all Capital Account adjustments for the taxable year of the Company during which the liquidation of the Company occurs, and it being the intention of the Members that such distribution will be effected in accordance with each Member's positive Capital Account balance and the terms of ARTICLE V will be interpreted consistent with such intention.

Section 11.04 **Cancellation of Certificate**

Upon completion of the distribution of the assets of the Company as provided in Section 11.03(c) hereof, the Company will be terminated and the Liquidator will cause the cancellation of the Certificate of Formation in the State of Delaware and will take such other actions as may be necessary to terminate the Company.

Section 11.05 **Recourse for Claims**

Each Member will look solely to the assets of the Company for all distributions with respect to the Company, such Member's Capital Account, and such Member's share of Net Income, Net Loss and other items of income, gain, loss and deduction, and will have no recourse therefor (upon dissolution or otherwise) against the Liquidator or any other Member.

ARTICLE XII
MISCELLANEOUS

Section 12.01 **Further Assurances**

In connection with this Agreement and the transactions contemplated hereby, the Company and each Member hereby agrees, at the request of the Company or any other Member, to execute and deliver such additional documents, instruments, conveyances and assurances and to take such further actions as may be required to carry out the provisions hereof and give effect to the transactions contemplated hereby.

Section 12.02 **Confidentiality**

(a) The Parties acknowledge that during the term of this Agreement, they will have access to and become acquainted with trade secrets, proprietary information and confidential information belonging to the other Parties, in each case that are not generally known to the public, including information concerning business plans, financial statements and other information provided pursuant to this Agreement, operating practices and methods, expansion plans, strategic plans, marketing plans, contracts, customer lists or other business documents that the applicable Party treats as confidential, in any format whatsoever (including oral, written, electronic or any other form or medium) (collectively, "**Confidential Information**"). In addition, the Parties acknowledge that: (i) the Parties have each invested, and continues to invest, substantial time, expense and specialized knowledge in developing its Confidential Information; (ii) the Confidential Information provides each Party, as applicable, with a competitive advantage over others in the marketplace; and (iii) the applicable Party would be irreparably harmed if its Confidential Information were disclosed to competitors or made available to the public. Without limiting the applicability of any other agreement to which a Party is subject, no Party will, directly or indirectly, disclose or use (other than solely for the purposes monitoring and analyzing its investment in the Company) at any time, including, without limitation, use for personal, commercial or proprietary advantage or profit, any Confidential Information of another Party which such Party is or becomes aware. Each Party in possession of such Confidential Information will take all appropriate steps to safeguard such information and to protect it against disclosure, misuse, espionage, loss and theft.

(b) Nothing contained in Section 12.02(a) will prevent any Party from disclosing Confidential Information: (i) upon the order of any court or administrative agency; (ii) upon the request or demand of any regulatory agency or authority having jurisdiction over such Party; (iii) to the extent compelled by legal process or required or requested pursuant to subpoena, interrogatories or other discovery requests; (iv) to the extent necessary in connection with the exercise of any remedy hereunder; (v) to another Party; or (vi) to such Party's Representatives who, in the reasonable judgment of such Party, need to know such Confidential Information for the purposes of exercising its rights or performing its obligations as a Party set out in this Agreement, and who agree to be bound by the provisions of this Section 12.02(b) as if a Party; *provided*, that in the case of clause (i), (ii) or (iii), such Party will notify the other Parties of the proposed disclosure as far in advance of such disclosure as practicable (but in no event make any such disclosure before notifying the affected Party) and use reasonable efforts to ensure that any Confidential Information so disclosed is accorded confidential treatment satisfactory to the affected Party, as applicable, when and if available.

(c) The restrictions of Section 12.02(a) will not apply to Confidential Information that: (i) is or becomes generally available to the public other than as a result of a disclosure by a Party in violation of this Agreement; (ii) is or has been independently developed or conceived by such Party without use of Confidential Information; (iii) established by evidence to have been already known to such Party at the time of its disclosure to the Party and is not known by the Party to be the subject of an obligation of confidence of any kind; or (iv) becomes available to such Party or any of its Representatives on a non-confidential basis from a source other than the disclosing Party or any of their respective Representatives, *provided*, that such source is not known by the receiving Party to be bound by a confidentiality agreement regarding the affected Party.

(d) The obligations of each Party under this Section 12.02 will survive (i) the termination, dissolution, liquidation and winding up of the Company, (ii) the withdrawal of such Party from the Company, and (iii) if applicable, a Party's Transfer of its Membership Interests.

Section 12.03 **Notices**

All notices, requests, consents, claims, demands, waivers and other communications hereunder will be in writing and will be deemed to have been given: (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next Business Day if sent after normal business hours of the recipient; or (d) on the third (3rd) day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective Parties at the following addresses (or at such other address for a Party as will be specified in a notice given in accordance with this Section 12.03):

If to the Company:

920 North Fairview Avenue
Lansing, Michigan, USA
48912
E-mail: **colin.hadden@neopollard.com**
Attention: General Manager

If to a Member or the Members, to such address as respectively set forth for each Member on Exhibit A attached hereto.

Section 12.04 **Headings**

The headings in this Agreement are inserted for convenience or reference only and are in no way intended to describe, interpret, define, or limit the scope, extent or intent of this Agreement or any provision of this Agreement.

Section 12.05 **Severability**

If any term or provision of this Agreement is held to be invalid, illegal or unenforceable under Applicable Law in any jurisdiction, such invalidity, illegality or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the Members hereto will negotiate in good faith to modify this Agreement so as to effect the original intent of the Members as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

Section 12.06 **Entire Agreement**

This Agreement, together with the Certificate of Formation and all related Exhibits and schedules, constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein and therein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter.

Section 12.07 **Successors and Assigns**

Subject to the restrictions on Transfers set forth herein, this Agreement will be binding upon and will inure to the benefit of the Parties and their respective heirs, executors, administrators, successors and assigns.

Section 12.08 **No Third-party Beneficiaries**

This Agreement is for the sole benefit of the Parties (and their respective heirs, executors, administrators, successors and assigns) and nothing herein, express or implied, is intended to or will confer upon any other Person, including any creditor of the Company, any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

Section 12.09 **Amendment**

No provision of this Agreement may be amended or modified except by an instrument in writing executed by each of the Members. Any such written amendment or modification will be binding upon the Company and each Member. Notwithstanding the foregoing, the Company will be entitled to make corresponding changes to amendments to Exhibit A following any new issuance, redemption, repurchase or Transfer or change in Membership Interests, in accordance with this Agreement.

Section 12.10 **Waiver**

No waiver by any Party of any of the provisions hereof will be effective unless explicitly set forth in writing and signed by the Party so waiving. No waiver by any Party will operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement will operate or be construed as a waiver thereof, nor will any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

Section 12.11 **Governing Law**

All issues and questions concerning the application, construction, validity, interpretation and enforcement of this Agreement will be governed by and construed in accordance with the internal laws of the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the State of Delaware.

Section 12.12 **Mediation / Arbitration**

(a) If the Members are unable to reach agreement as to a Fundamental Issue within the time period set forth in Section 7.05(a) (including any agreed extensions), then at the written request of the Company or any Member (the "**Aggrieved Party**"), such Deadlock shall be submitted to Judicial Arbitration and Mediation Service ("**JAMS**") pursuant to the procedures set forth in this Section 12.12, for an expedited dispute resolution proceeding pursuant to the procedures set forth below (an "**Expedited Dispute Resolution Proceeding**"). The Expedited Dispute Resolution Proceeding shall take place in New York, NY and all such proceedings (including the existence of the Deadlock, the Expedited Dispute Notice and the Response) shall remain strictly confidential.

(b) An Aggrieved Party shall submit a request to JAMS for an Expedited Dispute Resolution Proceeding to resolve such Deadlock upon written notice being served by the Aggrieved Party on the Company, each Member and the JAMS office in New York, NY, setting forth, with reasonable particularity, a statement of the Aggrieved Party's position, a summary of arguments supporting that position (an "**Expedited Dispute Notice**"). Within five (5) Business Days after service of the Expedited Dispute Notice, each receiving party shall submit to the Company, each Member and the JAMS office a written response to such Expedited Dispute Notice setting forth, with reasonable particularity, a statement of the receiving party's position and a summary of arguments supporting that position (the "**Response**"). Absent good cause, the parties to such Expedited Dispute Resolution Proceeding shall not be permitted to make any additional submissions.

(c) As soon as it receives the Expedited Dispute Notice, JAMS shall choose a single mediator (the "**Mediator**") to hear and decide the Expedited Dispute Resolution Proceeding by selecting, based upon availability, from the list of agreed upon neutral mediators which the Parties will provide to JAMS. In the event none of such mediators are available, the parties to such Expedited Dispute Resolution Proceeding agree to allow JAMS to select, from its list of New York, NY based neutrals, a mediator who, in the sole discretion of JAMS, has adequate qualifications. Following the submission of the Response, the Mediator shall hear oral argument from the parties subject to Deadlock. The parties to such Deadlock and the Mediator shall use their best efforts to cause the Expedited Dispute Resolution Proceedings to be completed, including oral argument, and, subject to Section 12.13, for the Mediator to render a reasoned final decision no later than five (5) Business Days after the service of the Response (each an "**Expedited Decision**").

(d) All costs and fees due and owing to JAMS and the Mediator associated with an Expedited Dispute Resolution Proceeding shall be split evenly between the parties to such Deadlock and paid when due. In the event any Party to such Deadlock shall not pay its share of the costs and fees owed to JAMS and the Mediator, the Mediator shall have the authority to declare a default against such party that has not paid it share of such costs and fees. In the event, however, a party is determined by the Mediator to be the "prevailing party" in any Expedited Dispute Resolution Proceeding, each non-prevailing Party in such Expedited Dispute Resolution Proceeding shall promptly reimburse its proportionate share of all costs and reasonable attorneys' fees (including, without limitation, costs and reasonable attorneys' fees billed by the prevailing party's counsel, JAMS' costs fees and fees and costs billed by the Mediator) incurred by the prevailing party.

(e) The Company and each Member hereby agrees to be bound, abide by and comply with all Expedited Decisions. Notwithstanding the foregoing, to the extent any of parties to any Expedited Dispute Resolution Proceeding with respect to a Deadlock disagrees with and desires to appeal any Expedited Decision, such party shall have the right to initiate Arbitration within five (5) Business Days following the issuance of the Expedited Decision; provided, that such party is in full compliance with, and continues to be in compliance with, all of its obligations in the Expedited Decision through and including such time as the Arbitration is decided.

(f) Arbitration Procedures. If any claim, dispute or disagreement of any kind whatsoever (a "**Dispute**") shall arise out of or in connection with or in relation to this Agreement, whether in contract, tort, statutory or otherwise, and including any questions regarding the existence, scope, validity, breach, default, enforcement or termination of this Agreement, including a Dispute with respect to any Expedited Decision with respect to any Deadlock (but not the underlying Deadlock), such Dispute shall be submitted to final and binding arbitration (an "**Arbitration**") before JAMS. Any Arbitration, regardless of the amount in dispute, shall be conducted in accordance with the Optional Expedited Arbitration Procedures of JAMS (the "**Arbitration Rules**") in effect at the time such Arbitration is commenced, subject to the limitations and modifications stated in this Section 12.12, which limitations and modifications shall govern over any conflicting provisions of the Arbitration Rules. Any demand for Arbitration under this Section 12.12 shall be filed by the initiating party with the JAMS office in New York, NY, with written notice to that effect served on the other party (an "**Arbitration Notice**"), and any Arbitration shall take place in New York, NY. Any Arbitration Notice and any answer to such an Arbitration Notice must contain a statement, with respect to each claim alleged therein or answer thereto, indicating such party's position with respect to each such claim and the reason therefor.

(g) Nomination of Arbitrators. All Arbitration proceedings shall be heard and decided by a single arbitrator (the "**Arbitrator**") nominated by JAMS in accordance with the mechanism set out in Section 11.12(c) (for nomination of Mediator) and the Arbitration Rules.

(h) Arbitration Hearings. All proceedings in any Arbitration shall be conducted in English. The parties shall use commercially reasonable efforts to cause the Arbitration to be completed and the Arbitrator to render a final decision no later than thirty (30) days after the service of the Arbitration Notice.

(i) Awards. Subject to Section 12.13, the Arbitrator shall issue an award which shall (a) be issued in written form, (b) if applicable, designate one of the parties as the losing party owing costs for the Arbitration, (c) indicate the Arbitrator's decision with respect to each of the individual claims presented by each party and (d) contain a brief statement of the reasons supporting each decision. The Arbitration award may be entered as a final judgment in the court of any jurisdiction in which such entry shall be recognized under applicable law.

(j) Costs. All costs and fees due and owing to JAMS and the Arbitrator associated with an Arbitration shall be split evenly between the parties to the Dispute and paid when due. In the event any Party to the Dispute shall not pay its share of the costs and fees owed to JAMS and the Arbitrator, the Arbitrator shall have the authority to declare a default against such party that has not paid it share of such costs and fees. In the event, however, a party is determined by the Arbitrator to be the "prevailing party" in any Arbitration, each non-prevailing Party shall promptly reimburse its proportionate share of all costs and reasonable attorneys' fees (including, without limitation, costs and reasonable attorneys' fees billed by the prevailing party's counsel, JAMS' costs fees and fees and costs billed by the Arbitrator) incurred by the prevailing party.

(k) Failure to Participate. Notwithstanding any provision of rules or statutes to the contrary, the refusal or failure of any party to appear at or participate in any hearing or other portion of any Arbitration proceeding pursuant to this Section 12.12 shall not prevent any such hearing or proceeding from going forward, and the Arbitrator is empowered to make its decision or render an award ex parte that shall be binding on the non-appearing party as fully as though that party had participated in the hearing or proceeding.

(l) Enforcement. In all Arbitration proceedings the Arbitrator shall apply the substantive law of Delaware (exclusive of choice of law principles) in resolving the Dispute. This requirement is not merely directory, but constitutes a limitation upon the powers of the Arbitrators. Subject to Section 12.13, each party waives any right that it may have to any substantive review of any Arbitration award by the courts of the jurisdiction in which the Arbitration is conducted and agrees that the award of the Arbitrator in any such Arbitration proceedings shall be final and binding upon the parties, and each party hereby waives any claim or appeal whatsoever against it or any defense against its enforcement. Issues relating to the conduct of the Arbitration and enforcement of any award shall be governed by the Federal Arbitration Act, 9 U.S.C. §§1-16.

(m) Confidentiality. All Arbitration proceedings, including the filing of an Arbitration Demand and the Arbitration award, shall remain confidential and the parties shall maintain such confidentiality, except as may be necessary to prepare for or conduct the Arbitration hearing on its merits, or as may be necessary in connection with a court application for a preliminary remedy or unless otherwise required by law or judicial decision. All negotiations pursuant to this Section 12.12 shall be treated as compromise and settlement negotiations for purposes of the applicable rules of evidence.

(n) Exclusive Remedy. The commencement of Expedited Dispute Resolution Proceeding and/or Arbitration under this Agreement pursuant to this Section 12.12 shall be the sole and exclusive forum and remedy of the parties for the resolution of any Dispute. The obligation to submit any Dispute to Arbitration under this Section 12.12 is binding on the parties and their respective successors and assigns.

(o) Survival. The provisions of this Section 12.12 shall survive the expiration or termination of this Agreement. Notwithstanding the provisions of Section 11.12 (a) through Section 11.12(n), any Party will have the right to seek equitable or injunctive relief in order to enforce the provisions of Section 12.02.

Section 12.13 **Limitation of Powers**

Notwithstanding any other provision of this Agreement, the Parties hereby waive all right to seek, and agree that any future dispute notwithstanding, under no circumstances may any mediator, arbitrator or court be asked to order: (i) the winding up or dissolution of the Company; (ii) the Transfer of all or any portion of the Membership Interests between the Members (or otherwise); or (iii) the transfer of any right, title or interest in and to any materials, software, facilities or resources developed or prepared by one Party to the other Party; or (iv) any equitable relief, in each case without the express consent of both Parties**.**

Section 12.14 **Member Representations**

Each Member hereby represents and warrants to the other Member, the following:

(a) the execution and delivery by the Member of this Agreement is within the Member's power and authority and has been duly authorized by all necessary action on the part of such Member and this Agreement has been duly executed and delivered by the Member and constitutes a valid and binding agreement of the Member, enforceable against the Member in accordance with its terms;

(b) the Member is acquiring the Member's Membership Interests in the Company solely for investment purposes and not with the view to any distribution or resale thereof; and

(c) the Member has had full opportunity to investigate the business of the Company, the qualifications of the other Member and the tax and financial implications of an investment in the Company and has made such investigation as such Member has deemed appropriate for such purpose.

Section 12.15 **Remedies Cumulative**

The rights and remedies under this Agreement are cumulative.

Section 12.16 **Counterparts**

This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of Electronic Transmission will be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed effective as of the date first written above by their respective officers thereunto duly authorized.

Company:

NEOPOLLARD INTERACTIVE, LLC

By: /s/ Mordechay Malool
Name: Mordechay Malool
Title: Co-Chief Executive Officer

By: /s/ Douglas E. Pollard
Name: Douglas E. Pollard
Title: Co-Chief Executive Officer

Members:

POLLARD HOLDINGS, INC.

By: /s/ Douglas E. Pollard
Name: Douglas E. Pollard
Title: President

NEOGAMES US, LLP

By: /s/ Mordechay Malool /s/ Raviv Adler
Name: Mordechay Malool Raviv Adler
Title: CEO CFO

For full and adequate consideration, each of Pollard Banknote Limited and Neogames S.A. acknowledges and agrees that they have each reviewed the terms of ARTICLE VIII and Section 12.02 of this Agreement and agree to comply with such provisions and to cause their respective Affiliates to comply with such provisions of this Agreement.

Neogames S.A.

By: /s/ Mordechay Malool /s/ Raviv Adler
Name: Mordechay Malool, Raviv Adler
Title: CEO CFO

Pollard Banknote Limited

By: /s/ Douglas E. Pollard
Name: Douglas E. Pollard
Title: Co-Chief Executive Officer

EXHIBIT A

MEMBER LIST

Member Name and Address:	**Capital Contribution**	**Membership Interest**
Pollard Holdings, Inc.	**Service / Obligation**	50
1499 Buffalo Place Winnipeg, Manitoba, Canada R3T 1L7		
NeoGames US, LLP	Service / Obligation	50
1679 S. Dupont Hwy., Suite 100 **Dover, Delaware 19901**		50
Total:		100

EXHIBIT B

RELATED PARTY AGREEMENTS

NeoGames Affiliate Services Agreement by and among NEO and the Company (Attached)

Software License Agreement by and among NEO and the Company (Attached)

Pollard Affiliate Services Agreement by and among Pollard Banknote Limited and the Company (Attached)

[Related Party Agreements omitted from this Exhibit to Form 20-F]

Exhibit 4.10

Certain information identified as [***] has been excluded because it is both not material and is the type that the Company treats as private or confidential.

EXECUTION VERSION

30 MAY 2022

NEOGAMES S.A.
(as Parent)
and
NEOGAMES CONNECT S.À R.L.
(as Original Borrower)
and
THE ENTITIES LISTED IN PART 1 OF SCHEDULE 1
(as Original Guarantors)
and
THE FINANCIAL INSTITUTIONS LISTED IN PART 2 OF SCHEDULE 1
(as Original Lenders)
and
GLOBAL LOAN AGENCY SERVICES LIMITED
(as Agent)
and
GLAS TRUST CORPORATION LIMITED
(as Security Agent)

SENIOR TERM FACILITIES AGREEMENT

LATHAM & WATKINS
99 Bishopsgate
London EC2M 3XF,
United Kingdom
www.lw.com

CONTENTS

THIS AGREEMENT is made on the date stated on the front cover

BETWEEN:

(1) **NEOGAMES S.A.**, a public limited company (*société anonyme*) incorporated under the laws of Luxembourg, with its registered office at 63-65, rue de Merl, L-2146 Luxembourg and registered with the Luxembourg trade and companies register (*Registre de commerce et des sociétés, Luxembourg*) under number B186309 (the "**Parent**");

(2) **NEOGAMES CONNECT S.À R.L.**, a private limited liability company (*société à responsabilité limitée*) incorporated under the laws of Luxembourg, with its registered office at 63-65, rue de Merl, L-2146 Luxembourg and registered with the Luxembourg trade and companies register (*Registre de commerce et des sociétés, Luxembourg*) under number B262811 (the "**Original Borrower**");

(3) **NEOGAMES CONNECT LIMITED**, a private limited liability company incorporated under the laws of Malta with its registered office at Level 3, Valletta Buildings, South Street, Valletta, Malta and registered with the Malta Business Registry under number C 101275 ("**Bidco**");

(4) **THE ENTITIES** listed in Part 1 of Schedule 1 (*The Original Parties*) as original guarantors (the "**Original Guarantors**");

(5) **THE FINANCIAL INSTITUTIONS** listed in Part 2 of Schedule 1 (*The Original Parties*) as lenders (the "**Original Lenders**");

(6) **GLOBAL LOAN AGENCY SERVICES LIMITED**, a company incorporated under the laws of England and Wales and with registration number 08318601 with its registered office at 55 Ludgate Hill, Level 1, West, London, England, EC4M 7JW, as agent of the other Finance Parties (the "**Agent**"); and

(7) **GLAS TRUST CORPORATION LIMITED**, a company incorporated under the laws of England and Wales and with registration number 07927175 with its registered office at 55 Ludgate Hill, Level 1, West, London, England, EC4M 7JW, as security trustee for the Secured Parties (the "**Security Agent**").

IT IS AGREED AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

1.1 **Definitions**

In this Agreement:

"**Acceptable Bank**" means:

(a) each Lender (or an Affiliate of any of them) and each Lender under (and as defined in) the Super Senior RCF Agreement (or any Affiliate (as defined therein) of any of them);

(b) a bank or financial institution which has a rating for its long-term unsecured and non credit-enhanced debt obligations of BBB or higher by Standard & Poor's Rating Services or Fitch Ratings Ltd or Baa2 or higher by Moody's Investors Service Limited or a comparable rating from an internationally recognised credit rating agency; or

(c) any other bank or financial institution approved by the Agent (as instructed by the Majority Lenders acting reasonably).

"**Accession Deed**" means a document substantially in the form set out in Schedule 6 (*Form of Accession Deed*) or any other form agreed between the Agent and the Parent.

"**Accordion Facility**" means a term loan facility described in Clause 2.2 (*Accordion Facility*).

"**Accordion Facility Commitment**" means, subject to Clause 2.2 (*Accordion Facility*), in relation to any Lender, the amount in the Base Currency of any Accordion Facility Commitment assumed by it in accordance with Clause 2.2 (*Accordion Facility*) or transferred to it under this Agreement, or assumed by it in accordance with Clause 2.3 (*Increase*), to the extent not cancelled, reduced or transferred by it under this Agreement.

"**Accordion Facility Commitment Date**" means, in relation to an Accordion Facility, the date on which that Accordion Facility Commitment is established in accordance with Clause 2.2 (*Accordion Facility*).

"**Accordion Facility Notice**" means the notice substantially in the form set out in Schedule 13 (*Form of Accordion Facility Notice*) or any other form agreed between the Agent and the Parent.

"**Accordion Lender**" has the meaning given to it in Clause 2.2 (*Accordion Facility*).

"**Accordion Lender Accession Deed**" means an accession deed substantially in the form set out in Schedule 14 (*Form of Accordion Lender Accession Deed*) or any other form agreed between the Agent and the Parent.

"**Accordion Loan**" means a loan made or to be made under an Accordion Facility or the principal amount outstanding from the time being of that loan.

"**Accounting Principles**" means generally accepted accounting principles in the jurisdiction of incorporation of the relevant member of the Group including IFRS.

"**Accounting Reference Date**" means 31 December.

"**Acquisition**" means the acquisition (beneficial or otherwise) by the Parent of up to 100 per cent. of the Target Shares and warrants to subscribe for Target Shares to be consummated by way of:

(a) the Offer;

(b) any purchases in the open market;

(c) (if applicable) a Squeeze Out Procedure; and/or

(d) a private sale, contribution or transfer.

"**Acquisition Costs**" means all fees, costs and expenses and all stamp, registration and other Taxes incurred by the Parent or any other member of the Group in connection with the Acquisition or the Transaction Documents or the financing of the Acquisition or in connection with the refinancing of any indebtedness of the Group and/or the Target Group on or prior to the deadline set out in paragraph (a) of Clause 24.35 (*Conditions subsequent*).

"**Acquisition Documents**" means the Press Release, the Offer Documents and any documents entered into in connection with a Squeeze Out Procedure.

"**Additional Borrower**" means a company which becomes an Additional Borrower in accordance with Clause 28 (*Changes to the Obligors*).

"**Additional Guarantor**" means a company which becomes an Additional Guarantor in accordance with Clause 28 (*Changes to the Obligors*).

"**Additional Obligor**" means an Additional Borrower or an Additional Guarantor.

"**Additional Original Issue Discount**" means the Facility B Additional OID (as defined in the Closing Letter).

"**Affected Lender**" has the meaning given to that term in paragraph (b)(i) of Clause 38.4 (*Structural Adjustment*).

"**Affiliate**" means:

(a) in relation to any person other than a Finance Party, a Subsidiary or a Holding Company of that person or any other Subsidiary of that Holding Company;

(b) in relation to any Finance Party other than a fund, any other person directly or indirectly controlling, controlled by, or under direct or indirect common control with, that Finance Party; or

(c) in relation to any Finance Party which is a fund, a Related Fund.

"**Agent's Spot Rate of Exchange**" means:

(a) the applicable spot rate of exchange as obtained by the Agent from the applicable Bloomberg screen; or

(b) (if there is no applicable spot rate of exchange from an applicable Bloomberg screen) any other publicly available spot rate of exchange agreed between the Agent and Obligors' Agent (each acting reasonably),

for the purchase of the relevant currency with the Base Currency in the London foreign exchange market at or about 10.00 a.m. (London time) on a particular day.

"**Agreed Certain Funds Obligor**" means, in relation to an Accordion Facility, any member of the Group designated as an "**Agreed Certain Funds Obligor**" by the Parent and the relevant Accordion Lenders who have agreed to provide an Agreed Certain Funds Utilisation in accordance with the provisions of Clause 4.6 (*Accordion Loans during the Agreed Certain Funds Period*).

"**Agreed Certain Funds Period**" means, in relation to an Accordion Facility which all of the Accordion Facility Lenders providing such Accordion Facility have agreed shall be provided on a "certain funds basis" in accordance with the provisions of Clause 4.6 (*Accordion Loans during the Agreed Certain Funds Period*), the period specified in the relevant Accordion Facility Notice.

"**Agreed Certain Funds Utilisation**" means, in relation to an Accordion Facility which all of the Accordion Facility Lenders providing such Accordion Facility have agreed shall be provided on a "certain funds basis" in accordance with the provisions of Clause 4.6 (*Accordion Loans during the Agreed Certain Funds Period*), a Loan made or to be made under the relevant Accordion Facility during the Agreed Certain Funds Period.

"**Agreed Security Principles**" means the principles set out in Schedule 10 (*Agreed Security Principles*).

"**Ancillary Facility**" means any "Ancillary Facility" made available under (and as defined in) the Super Senior RCF Agreement.

"**Anti-Corruption Laws**" means any anti-corruption or anti-bribery law, regulation, or measure applicable to any of the assets or operations of the Parent and any member of the Group including, without limitation, the U.S. Foreign Corrupt Practices Act of 1977, as amended ("**FCPA**"), the UK Bribery Act 2010 (the "**Bribery Act**"), and any law or measure that implements the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions or the United Nations Convention Against Corruption.

"**Anti-Money Laundering Laws**" means all laws or regulations of any jurisdiction applicable to an Obligor or the Parent that relate to money laundering, counter-terrorist financing auditor record keeping and reporting requirements relating to money laundering or counter-terrorist financing.

"**Approved List**" means the list of permitted lenders agreed between the Parent and the Majority Lenders and provided to the Agent pursuant to Clause 4.1 (*Initial conditions precedent*) (as the same may be amended from time to time in accordance with paragraph (h) of Clause 26.2 (*Conditions of assignment or transfer*)) provided that such list shall not be deemed to include any Competitor only to the extent that such Competitor is not already a Lender.

"**Assignment Agreement**" means an agreement substantially in the form set out in Schedule 5 (*Form of Assignment Agreement*) or any other form agreed between the relevant assignor and assignee provided that if that other form does not contain the undertaking set out in the form set out in Schedule 5 (*Form of Assignment Agreement*) it shall not be a Creditor Accession Undertaking as defined in, and for the purposes of, the Intercreditor Agreement.

"**Audit Laws**" means the EU Regulation (537/2014) on specific requirements regarding statutory audit of public-interest entities and repealing Commission Decision 2005/909/EC and the EU Directive (2014/56/EU) amending Directive 2006/43/EC on statutory audits of annual accounts and consolidated accounts and any law or regulation which implements that EU Directive (2014/56/EU).

"**Authorisation**" means an authorisation, consent, approval, resolution, licence, exemption, filing, notarisation or registration.

"**Availability Period**" means:

(a) in relation to Facility B1, the period from and including the date of this Agreement to and including the end of the Certain Funds Period;

(b) in relation to Facility B2, the period from and including the date of first utilisation of Facility B1 and ending on the Termination Date; and

(c) in relation to the Accordion Facility, the period from and including the date of establishment of the relevant Accordion Facility in accordance with Clause 2.2 (*Accordion Facility*) to and including such date as may be agreed between the Parent and the Lenders in respect of the Accordion Facility in accordance with Clause 2.2 (*Accordion Facility*).

"**Available Accordion Amount**" means the sum of:

(a) an amount equal to $20,000,000 (less the amount of any Financial Indebtedness incurred and outstanding under this paragraph (a) or under the General Debt Basket at such time); and

(b) an amount equal to the Ratio Debt Amount,

provided that (x) when calculating the Available Accordion Amount, at the Parent's option, paragraph (b) above shall be deemed utilised prior to paragraph (a) above and (y) when calculating the Available Accordion Amount, any amount previously incurred in reliance on the General Debt Basket shall not, for the avoidance of doubt, be permitted to be reclassified under paragraph (b) above.

"**Available Commitment**" means, in relation to a Facility, a Lender's Commitment under that Facility minus (subject as set out below):

(a) the Base Currency Amount of its participation in any outstanding Loans under that Facility; and

(b) in relation to any proposed Loan, the Base Currency Amount of its participation in any other Loans that are due to be made under that Facility on or before the proposed Utilisation Date.

"**Available Facility**" means, in relation to a Facility, the aggregate for the time being of each Lender's Available Commitment in respect of that Facility.

"**Base Case Model**" has the meaning given to that term in paragraph 4 (*Financial Information*) of Part 1 of Schedule 2 (*Conditions precedent*).

"**Base Currency**" means euro.

"**Base Currency Amount**" means, in relation to a Loan, the amount specified in the Utilisation Request delivered by a Borrower for that Loan (or, if the amount requested is not denominated in the Base Currency, that amount converted into the Base Currency at the Agent's Spot Rate of Exchange on the date which is the Specified Time for the delivery of a Utilisation Request), as adjusted to reflect any repayment, prepayment, consolidation or division of a Loan.

"**Base Reference Bank Rate**" means the arithmetic mean of the rates (rounded upwards to four decimal places) as supplied to the Agent at its request by the Base Reference Banks, in relation to EURIBOR:

(a) (other than where paragraph (b) applies) as the rate at which the relevant Base Reference Bank believes one prime bank is quoting to another prime bank for interbank term deposits in euro within the Participating Member States for the relevant period; or

(b) if different, as the rate (if any and applied to the relevant Base Reference Bank and the relevant period) which contributors to the applicable Screen Rate are asked to submit to the relevant administrator,

provided that:

(i) if, in either case, any such rate applicable to a Facility B Loan is below zero, EURIBOR will be deemed to be zero; and

(ii) if, in either case, any such rate applicable to an Accordion Loan is below the percentage floor agreed with the relevant Accordion Lenders in the Accordion Facility Notice for those Accordion Facility Commitments in respect of EURIBOR, EURIBOR will be deemed to be such percentage rate specified in such Accordion Facility Notice.

"**Base Reference Banks**" means, in relation to EURIBOR, the principal London offices of two or more banks as have been appointed by the Agent (as instructed by the Majority Lenders) in consultation with the Parent from time to time.

"**Benefit Plan**" means any "employee benefit plan" within the meaning of Section 3(3) of ERISA (whether governed by the laws of the United States or otherwise) to which any US Obligor incurs or otherwise has any direct or indirect obligation or liability, contingent or otherwise.

"**Borrower**" means the Original Borrower or an Additional Borrower unless it has ceased to be a Borrower in accordance with Clause 28 (*Changes to the Obligors*).

"**Borrowings**" has the meaning given to that term in Clause 23.1 (*Financial definitions*).

"**Break Costs**" means the amount (if any) by which:

(a) the interest (excluding the Margin and any base rate floor applicable pursuant to paragraph (b)(i) of the definition of "EURIBOR" (as the case may be)) which a Lender should have received for the period from the date of receipt of all or any part of its participation in a Loan or Unpaid Sum to the last day of the current Interest Period in respect of that Loan or Unpaid Sum, had the principal amount of that Loan or Unpaid Sum received been paid on the last day of that Interest Period;

exceeds:

(b) the amount which that Lender would be able to obtain by placing an amount equal to the principal amount of that Loan or Unpaid Sum received by it on deposit with a leading bank for a period starting on the Business Day following receipt or recovery and ending on the last day of the current Interest Period.

"**Budget**" means:

(a) in relation to the period beginning on the Closing Date and ending on 31 December 2022, the Base Case Model delivered by the Parent to the Agent pursuant to Clause 4.1 (*Initial conditions precedent*); and

(b) in relation to any other period, any budget delivered by the Parent to the Agent in respect of that period pursuant to Clause 22.4 (*Budget*).

"**Business Acquisition**" means the acquisition of a company or any shares or securities or a business or undertaking (or, in each case, any interest in any of them) or the incorporation of a company.

"**Business Day**" means a day (other than a Saturday or Sunday) on which banks are open for general business in London, Stockholm and:

(a) (in relation to any date for payment or purchase of a currency other than euro) the principal financial centre of the country of that currency; or

(b) (in relation to any date for payment or purchase of euro) any TARGET Day,

provided that for the purposes of the first utilisation of Facility B1 and the calculation of periods under this Agreement and the Certain Funds Period, "**Business Day**" shall (at the Parent's option) have the meaning given to that term (or equivalent term) in, and any period of Business Days shall be determined in accordance with, the Acquisition Documents.

"**BXC**" means funds and accounts managed, advised or sub-advised by Blackstone Alternative Credit Advisors LP and/or its affiliates.

"**BXC Lender**" means any fund or account managed, advised or sub-advised by Blackstone Alternative Credit Advisors LP and/or its affiliates which is a Lender.

"**Capital Expenditure**" means any expenditure which, in accordance with the Accounting Principles, is treated as capital expenditure and where assets are acquired as part of a part exchange transaction only taking into account any incremental payment paid or payable by a member of the Group for such asset above the value attributed in that transaction for the asset disposed of by a member of the Group as part of the part exchange transaction.

"**Cash**" means, at any time (without double counting), cash in hand and cash at bank and credited to an account in the name of a member of the Group and which is deposited in an account to which a member of the Group is alone (or together with other members of the Group) beneficially entitled and for so long as:

(a) that cash is repayable within 60 days after the relevant date of calculation;

(b) repayment of that cash is not contingent on the prior discharge of any other indebtedness of any member of the Group or of any other person whatsoever or on the satisfaction of any other condition (other than customary conditions under Permitted Security constituted by a netting or set-off arrangement entered into by members of the Group in the ordinary course of their banking arrangements); and

(c) there is no Security over that cash except for Transaction Security or (if such Security does not block the use of the cash) any Permitted Security,

provided that any cash which would be excluded under any of paragraphs (a) to (c) above shall constitute "**Cash**" if the indebtedness which (in the case of paragraph (a)) prevents such cash from being repayable or (in the case of paragraph (b)) which is required to be discharged prior to that cash being repaid or (in the case of paragraph (c)) benefits from the Security over such cash is included in the calculation of Consolidated Total Net Debt.

"**Cash Equivalent Investments**" means at any time:

(a) certificates of deposit maturing within one year after the relevant date of calculation and issued by an Acceptable Bank;

(b) any investment in marketable debt obligations issued or guaranteed by the government of the United States, the United Kingdom, Israel, any member state of the European Economic Area or any Participating Member State or by an instrumentality or agency of any of them having an equivalent credit rating, maturing within one year after the relevant date of calculation and not convertible or exchangeable to any other security;

(c) commercial paper not convertible or exchangeable to any other security:

  (i) for which a recognised trading market exists;

  (ii) issued by an issuer incorporated in the United States, the United Kingdom, Israel, any member state of the European Economic Area or any Participating Member State;

  (iii) which matures within one year after the relevant date of calculation; and

  (iv) which has a credit rating of either A-2 or higher by Standard & Poor's Rating Services or F2 or higher by Fitch Ratings Ltd or P-2 or higher by Moody's Investors Service Limited, or, if no rating is available in respect of the commercial paper, the issuer of which has, in respect of its long-term unsecured and non-credit enhanced debt obligations, an equivalent rating;

(d) sterling bills of exchange eligible for rediscount at the Bank of England and accepted by an Acceptable Bank (or their dematerialised equivalent);

(e) any investment in money market funds which:

(i) have a credit rating of either A-2 or higher by Standard & Poor's Rating Services or F2 or higher by Fitch Ratings Ltd or P-2 or higher by Moody's Investors Service Limited;

(ii) which invest substantially all their assets in securities of the types described in paragraphs (a) to (d) above; and

(iii) can be turned into cash on not more than 60 days' notice; or

(f) any other debt security approved by the Majority Lenders,

in each case to which any member of the Group is alone (or together with other members of the Group) beneficially entitled at that time and which is not issued or guaranteed by any member of the Group or subject to any Security over such Cash Equivalent Investments except for Transaction Security or (if such Security does not block the use of such Cash Equivalent Investments) any Permitted Security or Security which secures indebtedness which is included in the calculation of Consolidated Total Net Debt.

"**Cashflow**" has the meaning given to that term in Clause 23.1 (*Financial definitions*).

"**Certain Funds Period**" means, in respect of Facility B, the period commencing on (and including) the date of this Agreement to (and including) 11:59 p.m. (London time) on the earlier of:

(a) the Closing Date;

(b) the Offer Withdrawal Date; and

(c) 19 September 2022,

or, in each case, such later time and date as agreed by the Majority Lenders (acting reasonably and in good faith).

"**Certain Funds Utilisation**" means any Utilisation made or to be made under Facility B during the Certain Funds Period.

"**Change of Control**" means:

(a) the Parent ceases to legally and beneficially own and control directly 100% of the issued share capital (or equivalent ownership interests) of:

(i) the Original Borrower;

(ii) NeoGames Systems Ltd.;

(iii) NeoGames Systems LLC; or

(iv) NeoGames S.R.O.;

(b) the Parent and NeoGames Systems Ltd collectively cease to legally and beneficially own and control directly 100% of the issued share capital (or equivalent ownership interests) of NeoGames US, LLP;

(c) the Original Borrower ceases to legally and beneficially own and control directly 100% of the issued share capital of Bidco;

(d) from the Closing Date until and excluding the Pushdown Start Date only, the Parent legally and beneficially owns directly any lower percentage of the issued share capital of the Target than the percentage of the issued share capital of the Target acquired by the Parent on the Closing Date;

(e) from the date on which the Parent owns and controls 100% of the total number of outstanding shares in the Target (on both a non-diluted and on a fully diluted basis) until and excluding the Pushdown Start Date only, the Parent ceases to legally and beneficially own and control directly 100% of the total number of outstanding shares in the Target (on both a non-diluted and on a fully diluted basis);

(f) from the Pushdown Start Date until and excluding the Control Date only, the Original Borrower and Bidco collectively cease to legally and beneficially own and control in aggregate 100% of the total number of outstanding shares in the Target (on both a non-diluted and on a fully diluted basis); or

(g) from the Control Date only, Bidco ceases to legally and beneficially own and control directly 100% of the total number of outstanding shares in the Target (on both a non-diluted and on a fully diluted basis).

"**Charged Property**" means all of the assets of the Obligors which from time to time are, or are expressed to be, the subject of the Transaction Security.

"**Clean-Up Date**" means:

(a) in respect of the Acquisition, the date falling 90 days after the Control Date; and

(b) in respect of any Permitted Acquisition made by a member of the Group after the Closing Date, the date falling 90 days after such acquisition.

"**Clean-Up Period**" means:

(a) in respect of the Acquisition, the period from the Control Date until 11:59 p.m. (London time) on the date falling 90 days after the Control Date; and

(b) in respect of any Permitted Acquisition made by a member of the Group after the Closing Date, the period from the completion of the relevant acquisition until 11:59 p.m. (London time) on date falling 90 days after such acquisition.

"**Closing Date**" means the first date on which both:

(a) the Initial Settlement Date has occurred; and

(b) an initial drawdown under Facility B1 has occurred.

"**Closing Date JV**" means:

(a) NeoPollard Interactive LLC; and

(b) any joint venture, partnership or similar business arrangement resulting from any Michigan JV Contract.

"**Closing Letter**" means the closing letter dated 17 January 2022 between the Parent, the Original Borrower and Blackstone Alternative Credit Advisors LP.

"**Code**" means the US Internal Revenue Code of 1986, as amended from time to time and any successor statute.

"**Commitment**" means a Facility B Commitment and/or an Accordion Facility Commitment.

"**Commitment Letter**" means the commitment letter (including the exhibits thereto) dated 17 January 2022 between the Parent, the Original Borrower and Blackstone Alternative Credit Advisors LP setting out Blackstone Alternative Credit Advisors LP's commitment to provide the facilities described therein.

"**Commodity Exchange Act**" means the Commodity Exchange Act (7 U.S.C. § 1 *et seq.*) as amended from time to time, and any successor statute.

"**Companies Act 1915**" means the Luxembourg Act dated 10 August 1915 concerning commercial companies, as amended.

"**Competitor**" means:

(a) any competitor of the Group in any of the principal activities of the Group (a "**Principal Competitor**");

(b) any person that is an Affiliate of or is acting (in relation to the Facilities) on behalf of a Principal Competitor; or

(c) a person who has the power (whether by way of ownership of shares, proxy, contract, agency or otherwise) to cast, or control the casting of, more than 50 per cent. of the maximum number of votes that might be cast at a general meeting (or equivalent) of a Principal Competitor or a person who falls within paragraph (b) above or who holds beneficially more than 50 per cent. of the issued share capital of a Principal Competitor or a person who falls within paragraph (b) above (any such person, a "**Competitor Shareholder**"), any Affiliate of a Competitor Shareholder, any trust of which a Competitor Shareholder or any of its Affiliates is a trustee, any partnership of which a Competitor Shareholder or any of its Affiliates is a partner and any trust, fund or other entity which is managed by, or is under the control of, a Competitor Shareholder or any of its Affiliates provided that nothing in this paragraph (c) shall apply to or be construed to refer to or to include BXC,

and further provided that, notwithstanding the foregoing, a person which falls within paragraph (b) or (c) above shall not be a Competitor provided that it is an Original Lender or an Affiliate of an Original Lender, a bank or Independent Debt Fund or its ownership of, or affiliation to (or other rights in respect of (excluding rights arising pursuant to security granted by a Competitor in support of indebtedness)) the issued share capital of a Principal Competitor is administered by persons operating behind appropriate information barriers or policies and procedures implemented and maintained as required by law, or regulation and in any event to the extent required to ensure that (i) such administration is independent from such person's interests under the Finance Documents and (ii) any information provided under the Finance Documents is not disclosed or otherwise made available to any person(s) operating behind such information barrier.

"**Compliance Certificate**" means a certificate substantially in the form set out in Schedule 8 (*Form of Compliance Certificate*) or any other form agreed between the Agent and the Parent.

"**Confidential Information**" means all information relating to the Parent, any Obligor, the Group or the Target Group, the Finance Documents or a Facility of which a Finance Party becomes aware in its capacity as, or for the purpose of becoming, a Finance Party or which is received by a Finance Party in relation to, or for the purpose of becoming a Finance Party under, the Finance Documents or a Facility from either:

(a) any member of the Group or the Target Group or any of its or their advisers; or

(b) another Finance Party, if the information was obtained by that Finance Party directly or indirectly from any member of the Group or Target Group or any of its advisers,

in whatever form, and includes information given orally and any document, electronic file or any other way of representing or recording information which contains or is derived or copied from such information but excludes:

(i) information that:

(A) is or becomes public information other than as a direct or indirect result of any breach by that Finance Party of Clause 39 (*Confidentiality*); or

(B) is identified in writing at the time of delivery as non-confidential by any member of the Group or the Target Group or any of its or their advisers; or

(C) is known by that Finance Party before the date the information is disclosed to it in accordance with paragraph (a) or (b) above or is lawfully obtained by that Finance Party after that date, from a source which is, as far as that Finance Party is aware, unconnected with the Group, the Target Group and which, in either case, as far as that Finance Party is aware, has not been obtained in breach of, and is not otherwise subject to, any obligation of confidentiality; and

(ii) any Funding Rate or Reference Bank Quotation.

"**Confidentiality Undertaking**" means a confidentiality undertaking substantially in a recommended form of the LMA on the date of this Agreement or in any other form agreed between the Parent and the Agent, in each case, provided that the Parent is capable of relying on it and provided that the form recommended by the LMA may not be amended in any material respect without the prior consent of the Parent.

"**Consolidated EBITDA**" has the meaning given to that term in Clause 23.1 (*Financial definitions*).

"**Consolidated Pro Forma EBITDA**" has the meaning given to that term in Clause 23.1 (*Financial definitions*).

"**Consolidated Total Net Debt**" has the meaning given to that term in Clause 23.1 (*Financial definitions*).

"**Control Date**" means the date on which Bidco owns and controls 100% of the total number of outstanding shares in the Target (on both a non-diluted and on a fully diluted basis).

"**Current Assets**" has the meaning given to that term in Clause 23.1 (*Financial definitions*).

"**Current Liabilities**" has the meaning given to that term in Clause 23.1 (*Financial definitions*).

"**Debt Purchase Transaction**" means, in relation to a person, a transaction where such person:

(a) purchases by way of assignment or transfer;

(b) enters into any sub-participation in respect of; or

(c) enters into any other agreement or arrangement having an economic effect substantially similar to a sub-participation in respect of,

any Commitment or amount outstanding under this Agreement.

"**Debt Service**" has the meaning given to that term in Clause 23.1 (*Financial definitions*).

"**Declared Default**" means the occurrence of an Event of Default which has resulted in the Agent (a) exercising any of its rights or issuing a notice under and in accordance with paragraph (ii) or (iv) of Clause 25.17 (*Acceleration*) or (b) demanding the repayment of a Loan which at that time was payable on demand as the result of the Agent having exercised its rights under paragraph (iii) of Clause 25.17 (*Acceleration*) and, in each case, such notice has not been withdrawn.

"**Default**" means an Event of Default or any event or circumstance specified in Clause 25 (*Events of Default*) which would (with the expiry of a grace period, the giving of notice, the making of any determination under the Finance Documents or any combination of any of the foregoing) be an Event of Default (provided that, in relation to any event or circumstance which is subject to a materiality condition or threshold before such event or circumstance would constitute an Event of Default, such event or circumstance shall not constitute a Default until a determination has been made that such materiality condition or threshold has been satisfied).

"**Defaulting Lender**" means any Lender:

(a) which has failed to make its participation in a Loan available or has notified the Agent or the Parent (which has notified the Agent) that it will not make its participation in a Loan available by the Utilisation Date of that Loan in accordance with Clause 5.4 (*Lenders' participation*);

(b) which has otherwise rescinded or repudiated a Finance Document; or

(c) with respect to which an Insolvency Event has occurred and is continuing,

unless, in the case of paragraphs (a) and (c) above:

(i) its failure to pay is caused by:

(A) administrative or technical error; or

(B) a Disruption Event; and

payment is made within five Business Days of its due date; or

(ii) the Lender is disputing in good faith whether it is contractually obliged to make the payment in question.

"**Delegate**" means any delegate, agent, custodian, nominee, attorney or co-trustee appointed by the Security Agent.

"**Disqualified Equity Interests**" has the meaning given to that term in Clause 23.1 (*Financial definitions*).

"**Disruption Event**" means either or both of:

(a) a material disruption to those payment or communications systems or to those financial markets which are, in each case, required to operate in order for payments to be made in connection with the Facilities (or otherwise in order for the transactions contemplated by the Finance Documents to be carried out) which disruption is not caused by, and is beyond the control of, any of the Parties; or

(b) the occurrence of any other event which results in a disruption (of a technical or systems-related nature) to the treasury or payments operations of a Party preventing that, or any other Party:

(i) from performing its payment obligations under the Finance Documents; or

(ii) from communicating with other Parties in accordance with the terms of the Finance Documents,

and which (in either such case) is not caused by, and is beyond the control of, the Party whose operations are disrupted.

"**Drawn Proceeds**" means the cash proceeds from the utilisation of an Accordion Facility, any Committed Term Facility Drawings or any Additional Borrowings which are held in cash or as Cash Equivalent Investments (including Cash Equivalent Investments which have been acquired with such cash proceeds) by a member of the Group (without prejudice to and prior to being applied in accordance with Clause 3.1 (*Purpose*) or (in the case of Committed Term Facility Drawings and Additional Borrowings) the purpose of such drawings or borrowings).

"**EEA Member Country**" means any member state of the European Union, Iceland, Liechtenstein and Norway.

"**EFTA Member Country**" means Iceland, Liechtenstein, Norway and Switzerland.

"**Environment**" means humans, animals, plants and all other living organisms including the ecological systems of which they form part and the following media:

(a) air (including, without limitation, air within natural or man-made structures, whether above or below ground);

(b) water (including, without limitation, territorial, coastal and inland waters, water under or within land and water in drains and sewers); and

(c) land (including, without limitation, land under water).

"**Environmental Claim**" means any claim, proceeding, formal notice or investigation by any person in respect of any Environmental Law.

"**Environmental Law**" means any applicable law or regulation which relates to:

(a) the pollution or protection of the Environment;

(b) the conditions of the workplace; or

(c) the generation, handling, storage, use, release or spillage of any substance which, alone or in combination with any other, is capable of causing harm to the Environment, including, without limitation, any waste.

"**Environmental Permits**" means any permit and other Authorisation and the filing of any notification, report or assessment required under any Environmental Law for the operation of the business of any member of the Group conducted on or from the properties owned or used by any member of the Group.

"**ERISA**" means the US Employee Retirement Income Security Act of 1974, as amended.

"**ERISA Affiliate**" means, collectively, any US Obligor and any person treated as a single employer with, any US Obligor under Section 414(b), (c), (m) or (o) of the Code or under common control with any US Obligor under Section 4001 of ERISA.

"**ERISA Event**" means any of the following:

(a) a reportable event described in Section 4043(b) of ERISA (or, unless the 30-day notice requirement has been duly waived under the applicable regulations, Section 4043(c) of ERISA) with respect to a Title IV Plan;

(b) the withdrawal of any ERISA Affiliate from a Title IV Plan subject to Section 4063 of ERISA during a plan year in which it was a substantial employer, as defined in Section 4001(a)(2) of ERISA;

(c) the complete or partial withdrawal of any ERISA Affiliate from any Multiemployer Plan;

(d) with respect to any Multiemployer Plan, the filing of a notice of insolvency or termination (or treatment of a plan amendment as termination) under Section 4041A of ERISA;

(e) the filing of a notice of intent to terminate a Title IV Plan (or treatment of plan amendment as termination) under Section 4041 of ERISA;

(f) the institution of proceedings to terminate a Title IV Plan or Multiemployer Plan by the PBGC;

(g) the failure to make any required contribution to any Title IV Plan or Multiemployer Plan when due;

(h) the imposition of a lien under Section 412 or 430(k) of the Code or Section 303(k) or 4068 of ERISA on any property (or rights to property, whether real or personal) of any ERISA Affiliate;

(i) the final determination by the IRS or another Governmental Authority that a Benefit Plan or any trust thereunder fails to qualify for tax exempt status under Section 401 or 501 of the Code or other requirements of law to qualify thereunder;

(j) a Title IV Plan is in "at risk" status within the meaning of Section 303(i) of ERISA or Section 430(i) of the Code;

(k) a Multiemployer Plan is in "endangered status", "critical status" or "critical and declining status" within the meaning of Section 305 of ERISA or Section 432(b) of the Code; and

(l) any other event or condition that might reasonably be expected to constitute ground under Section 4042 of ERISA for the termination of, or the appointment of a trustee to administer, any Title IV Plan or Multiemployer Plan or for the imposition of any material liability upon any ERISA Affiliate under Title IV of ERISA other than for PBGC premiums due but not delinquent.

"**EURIBOR**" means, in relation to any Loan in euro:

(a) the applicable Screen Rate as of the Specified Time for euro and for a period equal in length to the Interest Period of that Loan; or

(b) as otherwise determined pursuant to Clause 13.1 (*Unavailability of Screen Rate*),

provided that:

(i) if, in either case, any such rate applicable to a Facility B Loan is below zero, EURIBOR will be deemed to be zero; and

(ii) if, in either case, any such rate applicable to an Accordion Loan is below the percentage agreed with the relevant Accordion Lenders in the Accordion Facility Notice for those Accordion Facility Commitments, EURIBOR will be deemed to be such percentage rate specified in such Accordion Facility Notice.

"**Event of Default**" means any event or circumstance specified as such in Clause 25 (*Events of Default*).

"**Exceptional Items**" has the meaning given to that term in Clause 23.1 (*Financial definitions*).

"**Excess Cashflow**" has the meaning given to that term in Clause 23.1 (*Financial definitions*).

"**Excess Cashflow Deduction Amount**" means, in respect of a Financial Year, an amount equal to the aggregate of:

(a) $ [***] (the "**Excess Cashflow De Minimis**") (which, for the avoidance of doubt, may not be subject to any carry forward or carry back between Financial Years);

(b) the aggregate of any voluntary prepayments or debt buy-backs and debt purchase transactions made in respect of Facility B1 and in each case any associated premium, make-whole or penalty payments at any time during the applicable Financial Year, to the extent not funded from the proceeds of long-term Financial Indebtedness; and

(c) any actual expenditure during the applicable Financial Year in relation to acquisitions, investments, capital expenditure, restructurings, reinvestment in or other application in respect of the business of the Group or other group initiatives,

provided that paragraphs (b) and (c) shall be deemed utilised prior to paragraph (a) and provided further that if (for the purposes of this definition) any amount contemplated under paragraph (b) and/or (c) above has already been deducted pursuant to paragraph (b) and/or (d) of the definition of "Excess Cashflow", such amount shall not also be deducted under paragraph (b) and/or (c) above.

"**Excess Cashflow Voluntary Prepayment**" has the meaning as defined in, and as regulated by, Clause 8.6 (*Excess Cash Flow Voluntary prepayments*).

"**Excluded Jurisdiction**" means Czech Republic and Ukraine.

"**Excluded Swap Obligation**" means, with respect to any Guarantor, any Swap Obligation if, and to the extent that, all or a portion of the guarantee of such Guarantor of, or the grant by such Guarantor of a security interest to secure, such Swap Obligation (or any guarantee thereof) is or becomes illegal under the Commodity Exchange Act or any rule, regulation or order of the Commodity Futures Trading Commission (or the application or official interpretation of any thereof). If a Swap Obligation arises under a master agreement governing more than one swap, such exclusion shall apply only to the portion of such Swap Obligation that is attributable to swaps for which such guarantee or security interest is or becomes illegal.

"**Existing Debt**" means

[***].

"**Exit Event**" has the meaning given to that term in Clause 9.1 (*Exit*).

"**Facility**" means Facility B1, Facility B2 or an Accordion Facility.

"**Facility B Commitment**" means a Facility B1 Commitment and/or a Facility B2 Commitment.

"**Facility B Lender**" means, at any time, a Lender providing a Facility B Commitment or a Facility B Loan.

"**Facility B Loan**" means a Facility B1 Loan and/or a Facility B2 Loan.

"**Facility B1**" means the term loan facility made available under this Agreement as described in paragraph (a)(i) of Clause 2 (*The Facilities*).

"**Facility B1 Commitment**" means:

(a) in relation to an Original Lender, the amount in the Base Currency set opposite its name under the heading "Facility B1 Commitment" in Part 2 of Schedule 1 (*The Original Parties*) and the amount of any other Facility B1 Commitment transferred to it under this Agreement or assumed by it in accordance with Clause 2.3 (*Increase*); and

(b) in relation to any other Lender, the principal amount in the Base Currency of any Facility B1 Commitment transferred to it under this Agreement or assumed by it in accordance with Clause 2.3 (*Increase*),

to the extent not cancelled, reduced or transferred by it under this Agreement.

"**Facility B1 Loan**" means a loan made or to be made under Facility B1 or the principal outstanding for the time being of that loan.

"**Facility B2**" means the term loan facility made available under this Agreement as described in paragraph (a)(ii) of Clause 2 (*The Facilities*).

"**Facility B2 Commitment**" means:

(a) in relation to an Original Lender, the amount in the Base Currency set opposite its name under the heading "Facility B2 Commitment" in Part 2 of Schedule 1 (*The Original Parties*) and the amount of any other Facility B2 Commitment transferred to it under this Agreement or assumed by it in accordance with Clause 2.3 (*Increase*); and

(b) in relation to any other Lender, the principal amount in the Base Currency of any Facility B2 Commitment transferred to it under this Agreement or assumed by it in accordance with Clause 2.3 (*Increase*),

to the extent not cancelled, reduced or transferred by it under this Agreement.

"**Facility B2 Loan**" means a loan made or to be made under Facility B2 or the principal outstanding for the time being of that loan.

"**Facility Office**" means:

(a) in respect of a Lender, the office or offices notified by that Lender to the Agent in writing on or before the date it becomes a Lender (or, following that date, by not less than five Business Days' written notice) as the office or offices through which it will perform its obligations under this Agreement; or

(b) in respect of any other Finance Party, the office in the jurisdiction in which it is resident for tax purposes.

"**FATCA**" means:

(a) sections 1471 to 1474 of the Code or any associated regulations;

(b) any treaty, law or regulation of any other jurisdiction, or relating to an intergovernmental agreement between the US and any other jurisdiction, which (in either case) facilitates the implementation of any law or regulation referred to in paragraph (a) above; or

(c) any agreement pursuant to the implementation of any treaty, law or regulation referred to in paragraph (a) or (b) above with the US Internal Revenue Service, the US government or any governmental or taxation authority in any other jurisdiction.

"**FATCA Application Date**" means:

(a) in relation to a withholdable payment described in section 1473(1)(A)(i) of the Code (which relates to payments of interest and certain other payments from sources within the US), 1 July 2014; or

(b) in relation to a "passthru payment" described in section 1471(d)(7) of the Code not falling within paragraph (a) above, the first date from which such payment may become subject to a deduction or withholding required by FATCA,

"**FATCA Deduction**" means a deduction or withholding from a payment under a Finance Document required by FATCA.

"**FATCA Exempt Party**" means a Party that is entitled to receive payments free from any FATCA Deduction.

"**Fee Letter**" means:

(a) the Closing Letter;

(b) any letter or letters dated on or about the date of this Agreement between, on the one hand, any of the Original Lenders, the Agent, the Security Agent and, on the other hand, the Parent setting out any of the fees referred to in Clause 14 (*Fees*);

(c) any agreement setting out fees payable to a Finance Party referred to in Clause 2.2 (*Accordion Facility*) or paragraph (e) of Clause 2.3 (*Increase*) of this Agreement or under any other Finance Document; and

(d) any other letter described on its face as a Fee Letter and made between the Parent and/or the Original Borrower and the applicable Finance Parties.

"**Finance Charges**" has the meaning given to that term in Clause 23.1 (*Financial definitions*).

"**Finance Document**" means this Agreement, any Accession Deed, any Compliance Certificate, any Fee Letter, each Increase Confirmation, the Intercreditor Agreement, any Resignation Letter, any Accordion Facility Notice, any Accordion Lender Accession Deed, any Selection Notice, any Transaction Security Document, any Utilisation Request and any other document designated as a Finance Document by the Agent and the Parent.

"**Finance Party**" means the Agent, the Security Agent or a Lender.

"**Financial Indebtedness**" means indebtedness in respect of:

(a) moneys borrowed and debit balances at banks or other financial institutions;

(b) any acceptance under any acceptance credit or bill discount facility (or dematerialised equivalent);

(c) moneys raised under or pursuant to bonds (but not Trade Instruments), notes, debentures, loan stock or any similar instrument;

(d) any finance or capital lease or hire purchase contract which would, in accordance with the Accounting Principles as at the Closing Date, be treated as a finance or capital lease, but only to the principal element thereof;

(e) receivables sold or discounted (other than to the extent there is no recourse (other than customary recourse for non-recourse receivables financings) and they meet the requirements for de-recognition under the Accounting Principles);

(f) any counter-indemnity obligation in respect of a guarantee, indemnity, bond, standby or documentary letter of credit or any other instrument issued by a bank or financial institution in respect of an underlying payment obligation (but not, in any case, Trade Instruments) of an entity which is not a member of the Group which liability would fall within one of the other paragraphs of this definition;

(g) any amount of any liability relating to an advance purchase or deferred payment (including any deferred consideration or deferred contingent consideration (including deferred purchase price and related amounts) from the acquisition of BtoBet Ltd by the Target Group which was announced on 17 September 2020 but otherwise excluding any earn out or other deferred contingent consideration in relation to any Permitted Acquisition (including the Acquisition)) unless (i) the primary reasons for entering into the agreement is not to raise finance or finance the acquisition or construction of the relevant asset or service in question or (ii) the agreement is in respect of the supply of assets or services and the due date for payment is not for more than 180 days after the date of supply;

(h) the sale price of any asset to the extent paid by the person liable before the time of sale or delivery where such advance payment is arranged primarily as a method of raising finance unless such arrangements are entered into customarily by customers of the Group and are not paid more than 180 days prior to the date of supply;

(i) any amount raised by the issue of redeemable shares (other than any held by a member of the Group) which mature prior to the latest Termination Date in respect of the Facilities or are otherwise classified as borrowings under the Accounting Principles;

(j) any Treasury Transaction (and, when calculating the value of that Treasury Transaction, only the marked to market value as at the relevant date on which Financial Indebtedness is calculated (or, if any actual amount is due as a result of the termination or close-out of that Treasury Transaction, that amount) shall be taken into account);

(k) any amount raised under any other transaction which has the commercial effect of a borrowing (including, for the avoidance of doubt, any forward sale or purchase agreement, sale and sale back or sale and leaseback agreement); and

(l) (without double counting) the amount of any liability in respect of any guarantee or indemnity for any of the items referred to in paragraphs (a) to (k) above.

"**Financial Quarter**" has the meaning given to that term in Clause 23.1 (*Financial definitions*).

"**Financial Year**" has the meaning given to that term in Clause 23.1 (*Financial definitions*).

"**Fixed Charge Cover Ratio**" has the meaning given to that term in Clause 23.1 (*Financial definitions*).

"**Funding Rate**" means any individual rate notified by a Lender to the Agent pursuant to Clause 13.4 (*Cost of funds*).

"**Funds Flow Statement**" has the meaning given to that term in paragraph 6 (*Funds Flow Statement*) of Part 1 of Schedule 2 (*Conditions precedent*).

"**General Debt Basket**" means the permission to incur Financial Indebtedness pursuant to paragraph (r) of the definition of "Permitted Financial Indebtedness".

"**Government Entity**" means: (a) any national, federal, state, county, municipal, local or foreign government or any entity exercising executive, legislative, judicial, regulatory, taxing or administrative functions of or pertaining to government; (b) any public international organization (such as the World Bank, United Nations); (c) any department, agency, or instrumentality thereof, including any company, business, enterprise or other entity owned or controlled, in whole or in part, by any government, or (d) any political party.

"**Government Official**" means: (a) any full- or part-time officer or employee of any Government Entity, whether elected or appointed; (b) any person acting in an official capacity or exercising a public function for or on behalf of any Government Entity; or (c) any political party officials, or candidates for political office.

"**Group**" means the Parent and its Subsidiaries from time to time including, once acquired, the Target Group.

"**Group Initiative**" has the meaning given to that term in Clause 23.1 (*Financial definitions*).

"**Guarantor**" means an Original Guarantor, an Initial Guarantor or an Additional Guarantor, unless it has ceased to be a Guarantor in accordance with Clause 28 (*Changes to the Obligors*).

"**Guarantor Coverage Test**" has the meaning given to it in Clause 24.31 (*Guarantors and Security*).

"**Holding Company**" means, in relation to a person, any other person in respect of which it is a Subsidiary.

"**Hostile Investor**" means an entity who engages in investment strategies, the primary purpose of which is to purchase loans or other debt securities with a view to owning the equity or gaining control of a business.

"**IFRS**" means international accounting standards within the meaning of IAS Regulation 1606/2002 to the extent applicable to the relevant financial statements.

"**Impaired Agent**" means the Agent at any time when:

(a) it has failed to make (or has notified a Party that it will not make) a payment required to be made by it under the Finance Documents by the due date for payment;

(b) the Agent otherwise rescinds or repudiates a Finance Document;

(c) (if the Agent is also a Lender) it is a Defaulting Lender under paragraph (a) or (b) of the definition of "Defaulting Lender"; or

(d) an Insolvency Event has occurred and is continuing with respect to the Agent,

unless, in the case of paragraph (a) above:

(i) its failure to pay is caused by:

(A) administrative or technical error; or

(B) a Disruption Event; and

payment is made within three Business Days of its due date; or

(ii) the Agent is disputing in good faith whether it is contractually obliged to make the payment in question.

"**Increase Confirmation**" means a confirmation substantially in the form set out in Schedule 11 (*Form of Increase Confirmation*) or any other form agreed between the Agent and the Increase Lender.

"**Increase Lender**" has the meaning given to that term in Clause 2.3 (*Increase*).

"**Incremental Equivalent Debt**" means one or more facilities incurred or borrowed by the Original Borrower which are not documented under this Agreement but which are incurred by way of loans, notes or other financing or debt arrangements (including any guarantee, letter of credit or ancillary facility), including as new or existing facility commitments, loans, or note issuance and/or as an additional tranche or class of, or an increase of, or an extension of, any facilities which are not documented under this Agreement, loans, notes or other financing or debt arrangements (in each case, whether or not in existence at the Incremental Equivalent Debt Commencement Date and including arrangements existing at the time a person becomes a member of the Group (whether by acquisition, merger, consolidation or combination) or assumed in connection with the acquisition of assets, merger, consolidation or combination or otherwise); including by way of any loan, note (in each case in a public or private offering, Rule 144A or other offering), bond or otherwise; issued or incurred, **provided that** (unless otherwise agreed by the Majority Lenders) each of the following applicable conditions are met:

(a) subject to Clause 1.9 (*Calculation Adjustments*), no Event of Default is continuing or would occur from the establishment or utilisation of that Incremental Equivalent Debt (as determined (i) in respect of any Incremental Equivalent Debt to be established for a purpose described under paragraph (c)(i) of Clause 3.1 (*Purpose*), the proceeds of which are required to be provided on a "certain funds" basis, on the Incremental Equivalent Debt Commencement Date and (ii) in respect of any other purpose, on the Incremental Equivalent Debt Commencement Date and on the utilisation date in respect of such Incremental Equivalent Debt); and

(b) the amount of such Incremental Equivalent Debt, when aggregated with the aggregate amount of all other Accordion Facility Commitments and Incremental Equivalent Debt commitments in force and outstanding (whether drawn or undrawn) at the same time such Incremental Equivalent Debt commitments are committed shall not exceed the Available Accordion Amount;

(c) that Incremental Equivalent Debt shall not have any scheduled amortising repayments prior to the Termination Date for Facility B and the final repayment date for that Incremental Equivalent Debt shall be no earlier than the Termination Date for Facility B;

(d) that Incremental Equivalent Debt shall rank pari passu with Facility B and shall not benefit from any guarantee or Security which does not also benefit the Facility B Lenders;

(e) no Incremental Equivalent Debt Creditor is a member of the Group;

(f) that Incremental Equivalent Debt shall not provide for any voluntary or mandatory prepayments other than in accordance with equivalent provisions to those contained in Clause 8 (*Illegality, Voluntary Prepayment and Cancellation*) and Clause 9 (*Mandatory Prepayment and Cancellation*); and

(g) any Incremental Equivalent Debt shall otherwise be made available on the terms and conditions that the Incremental Equivalent Debt Creditors may agree with the Parent, provided that:

(i) the yield on MFN Incremental Equivalent Debt will be no more than [***] % per annum (calculated on a fully drawn basis) above the yield applicable to Facility B on the Closing Date unless the Parent offers to increase the Margin on Facility B so that the yield on such MFN Incremental Equivalent Debt would not exceed the yield applicable to Facility B as at the Closing Date ((assuming such increase was made on the Closing Date) by more than [***] % per annum; and yield shall be calculated as the weighted average cost of all economics, including without limitation, Margin, interest rate, any interest rate floor, call premia/fees, warrants, arrangement fees, upfront fees, OID and any other return of any nature (with such OID, arrangement and other upfront fees being equated to interest based on an assumed three year life to maturity));

(ii) subject to paragraph (i) above, the commitment fee, any arrangement fee, OID and other upfront fees payable to the Incremental Equivalent Debt Creditors (as the case may be) shall be that agreed between the Parent and the relevant Incremental Equivalent Debt Creditors; and

(iii) the Incremental Equivalent Debt shall be repayable on the termination date for that Incremental Equivalent Debt.

"**Incremental Equivalent Debt Commencement Date**" means, in respect of any Incremental Equivalent Debt, the date, as elected by the Parent, on which the Incremental Equivalent Debt has been (or will be) issued, committed or available for utilisation.

"**Incremental Equivalent Debt Creditor**" means the person or persons making available the Incremental Equivalent Debt.

"**Incremental Equivalent Debt Finance Documents**" means each document which relates to or evidences the terms of any Incremental Equivalent Debt (including any credit or loan agreement, indenture, notes, fee letter, syndication letter, engagement letter, hedging letter, guarantee or security document and any other instrument or document designated as a "Incremental Equivalent Debt Finance Document" by the Parent).

"**Independent Debt Fund**" means, in relation to any person or any Affiliate or Related Fund of such a person, any trust, fund or other entity (other than a Hostile Investor) which has been established primarily for the purpose of purchasing or investing in loans or debt securities (but which has not been formed specifically with a view to investing in the Facilities) and which is managed independently from all other trusts, funds or other entities managed or controlled by that person or that Affiliate which have been established for the primary or main purpose of investing in the share capital of companies (and, for the avoidance of doubt, but without limitation, an entity, trust or fund shall be treated as being managed independently from all other trusts, funds, or other entities managed or controlled by that person or that Affiliate or Related Fund, if it has a different general partner (or equivalent)).

"**Information Package**" means the Reports and the Base Case Model.

"**Initial Guarantor**" means each of the companies listed in Schedule 15 (*The Initial Guarantors*).

"**Initial Settlement Date**" means the date on which the first payment is made to the shareholders of the Target as required by the Offer.

"**Insolvency Event**" in relation to a Finance Party means that the Finance Party:

(a) is dissolved (other than pursuant to a consolidation, amalgamation or merger);

(b) becomes insolvent or is unable to pay its debts or fails or admits in writing its inability generally to pay its debts as they become due;

(c) makes a general assignment, arrangement or composition with or for the benefit of its creditors;

(d) institutes or has instituted against it, by a regulator, supervisor or any similar official with primary insolvency, rehabilitative or regulatory jurisdiction over it in the jurisdiction of its incorporation or organisation or the jurisdiction of its head or home office, a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors' rights, or a petition is presented for its winding-up or liquidation by it or such regulator, supervisor or similar official;

(e) institutes or has instituted against it a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors' rights, or a petition is presented for its winding-up or liquidation, and, in the case of any such proceeding or petition instituted or presented against it, such proceeding or petition is instituted or presented by a person or entity not described in paragraph (d) above and:

(i) results in a judgment of insolvency or bankruptcy or the entry of an order for relief or the making of an order for its winding-up or liquidation; or

(ii) is not dismissed, discharged, stayed or restrained, in each case within 30 days of the institution or presentation thereof;

(f) has exercised in respect of it one or more of the stabilisation powers pursuant to part 1 of the Banking Act 2009 and/or has instituted against it a bank insolvency proceeding pursuant to part 2 of the Banking Act 2009 or a bank administration proceeding pursuant to part 3 of the Banking Act 2009;

(g) has a resolution passed for its winding-up, official management or liquidation (other than pursuant to a consolidation, amalgamation or merger);

(h) seeks or becomes subject to the appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian or other similar official for it or for all or substantially all its assets (other than, for so long as it is required by law or regulation not to be publicly disclosed, any such appointment which is to be made, or is made, by a person or entity described in paragraph (d));

(i) has a secured party take possession of all or substantially all its assets or has a distress, execution, attachment, sequestration or other legal process levied, enforced or sued on or against all or substantially all its assets and such secured party maintains possession, or any such process is not dismissed, discharged, stayed or restrained, in each case within 30 days thereafter;

(j) causes or is subject to any event with respect to it which, under the applicable laws of any jurisdiction, has an analogous effect to any of the events specified in paragraphs (a) to (i) above; or

(k) takes any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any of the foregoing acts.

"**Intellectual Property**" means:

(a) any patents, trademarks, service marks, designs, business names, copyrights, database rights, design rights, domain names, moral rights, inventions, confidential information, know-how and other intellectual property rights and interests (which may on or after the date of this Agreement subsist), whether registered or unregistered; and

(b) the benefit of all applications and rights to use such assets of each member of the Group (which may on or after the date of this Agreement subsist).

"**Intercreditor Agreement**" means the intercreditor agreement dated on or prior to the Closing Date and made between, amongst others, the Parent, the Agent, the Security Agent, the Lenders and certain others.

"**Interest Period**" means, in relation to a Loan, each period determined in accordance with Clause 12 (*Interest Periods*) and, in relation to an Unpaid Sum, each period determined in accordance with Clause 11.3 (*Default interest*).

"**Interim Facility 1**" has the meaning given to that term in the Interim Facility Agreement.

"**Interim Facility 2**" has the meaning given to that term in the Interim Facility Agreement.

"**Interim Facility Agreement**" means the interim facility agreement dated 17 January 2022 between the Parent, the Original Borrower and [***] as lenders.

"**Interpolated Screen Rate**" means, for any Loan, the rate (rounded to the same number of decimal places as the two relevant Screen Rates) which results from interpolating on a linear basis between:

(a) the applicable Screen Rate for the longest period (for which that Screen Rate is available) which is less than the Interest Period of that Loan; and

(b) the applicable Screen Rate for the shortest period (for which that Screen Rate is available) which exceeds the Interest Period of that Loan,

each as of the Specified Time for the currency of that Loan.

"**Intra-Group Lender**" has the meaning given to that term in the Intercreditor Agreement.

"**Israeli Companies Law**" means the Israeli Companies Law, 1999.

"**Israeli Insolvency Law**" means the Israeli Insolvency and Economic Rehabilitation Law, 2018.

"**Joint Venture**" means any joint venture entity entered into by a member of the Group with any other person that is not a member of the Group, whether a company, unincorporated firm, undertaking, association, joint venture or partnership that is not a member of the Group or any other entity.

"**Legal Opinion**" means any legal opinion delivered to the Agent and the Security Agent under Clause 4.1 (*Initial conditions precedent*) or Clause 28 (*Changes to the Obligors*).

"**Legal Reservations**" means:

(a) the principle that equitable remedies may be granted or refused at the discretion of a court, the limitation of enforcement or validity by laws relating to insolvency, reorganisation, court schemes, moratoria, administration and other laws generally affecting the rights of creditors;

(b) the time barring of claims under applicable limitation laws including the Limitation Acts, the possibility that an undertaking to assume liability for or indemnify a person against non-payment of stamp duty may be void and defences of set-off or counterclaim;

(c) the principle that in certain circumstances Security granted by way of fixed charge may be recharacterised as a floating charge or that Security purported to be constituted by an assignment may be recharacterised as a charge;

(d) the principle that any provision for the payment of compensation or additional interest imposed pursuant to any relevant agreement may be held to be unenforceable on the grounds that it is a penalty and thus void;

(e) the principle that an English Court may not give effect to a provision dealing with the cost of litigation where the litigation is unsuccessful or the court itself has made an order for costs;

(f) the principle that the legality, validity, binding nature or enforceability of any security under a Transaction Security Document which is not governed by the laws of the jurisdiction where the asset or assets purported to be secured under that Transaction Security Document are situated may be flawed;

(g) similar principles, rights and defences under the laws of any Relevant Jurisdiction; and

(h) any other matters which are set out as qualifications or reservations as to matters of law of general application in the Legal Opinions.

"**Lender**" means:

(a) any Original Lender; and

(b) any bank, financial institution, trust, fund or other entity which has become a Party as a Lender in accordance with Clause 2.2 (*Accordion Facility*), Clause 2.3 (*Increase*) or Clause 26 (*Changes to the Lenders*),

which in each case has not ceased to be a Lender in accordance with the terms of this Agreement.

"**Leverage**" has the meaning given to that term in Clause 23.1 (*Financial definitions*).

"**Limitation Acts**" means the Limitation Act 1980 and the Foreign Limitation Periods Act 1984.

"**LMA**" means the Loan Market Association.

"**Loan**" means a Facility B Loan or an Accordion Loan.

"**Luxembourg**" means the Grand Duchy of Luxembourg.

"**Major Default**" means any circumstances constituting an Event of Default under any of:

(a) Clause 25.1 (*Non-payment*);

(b) Clause 25.3 (*Other obligations*) insofar as it relates to a breach of Clause 24.6 (*Merger*), 24.7 (*Change of business*), 24.8 (*Acquisitions*), 24.9 (*Joint ventures*), 24.11 (*Holding Companies*), 24.13 (*Pari passu ranking*), 24.14 (*Negative pledge*), 24.15 (*Disposals*), 24.17 (*Loans or credit*), 24.18 (*No Guarantees or indemnities*), 24.19 (*Dividends and share redemption*), 24.20 (*Subordinated Debt*) or 24.21 (*Financial Indebtedness*) or 24.22 (*Share capital*);

(c) Clause 25.4 (*Misrepresentations*) insofar as it relates to a breach of any Major Representation;

(d) Clause 25.6 (*Insolvency*), Clause 25.7 (*Insolvency proceedings*) or Clause 25.8 (*Creditors' process*); or

(e) Clause 25.15 (*Repudiation and rescission of agreements*);

in each case as it relates to:

(i) in the case of the Acquisition, the Original Borrower and Bidco only (and excluding the Parent and any procurement obligations on the part of the Parent, the Original Borrower and/or Bidco with respect to any other member of the Group (including the Target Group)); and

(ii) in the case of any other Permitted Acquisition or an Agreed Certain Funds Utilisation for any other purpose, the relevant Agreed Certain Funds Obligor(s) (and excluding any procurement obligations on the part of the relevant Agreed Certain Funds Obligor with respect to any other member of the Group).

"**Major Representation**" means a representation or warranty under any of Clauses 21.2 (*Status*) to 21.8 (*Insolvency*) (inclusive), Clause 21.18 (*Anti-corruption laws*), Clause 21.25 (*Centre of main interests*), Clause 21.26 (*Sanctions*) and Clause 21.27 (*Anti-money laundering*), in each case as it relates to:

(a) in the case of the Acquisition, the Original Borrower and Bidco only (and excluding the Parent and any procurement obligations on the part of the Parent, the Original Borrower and/or Bidco with respect to any other member of the Group (including the Target Group)); and

(b) in the case of any other Permitted Acquisition or an Agreed Certain Funds Utilisation for any other purpose, the Agreed Certain Funds Obligor(s) (and excluding any procurement obligations on the part of the Agreed Certain Funds Obligor with respect to any other member of the Group).

"**Majority Lenders**" means a Lender or Lenders whose Commitments aggregate 66⅔% or more of the Total Commitments (or, if the Total Commitments have been reduced to zero, aggregated 66⅔% or more of the Total Commitments immediately prior to that reduction).

"**Margin**" means:

(a) in relation to any Facility B Loan, [***] per cent. per annum;

(b) in relation to an Accordion Loan, the rate per annum agreed by the Parent and the relevant Accordion Lender pursuant to Clause 2.2 (*Accordion Facility*) and specified by the Parent in the relevant Accordion Facility Notice (and accepted by the relevant Accordion Lenders);

(c) in relation to any Unpaid Sum relating or referable to a Facility, the rate per annum specified above for that Facility; and

(d) in relation to any other Unpaid Sum, the highest rate specified above.

"**Margin Stock**" means "margin stock" as such term is defined in Regulation U of the Board of Governors of the United States Federal Reserve System.

"**Material Adverse Effect**" means any event or circumstance which has a material adverse effect on:

(a) the business, assets or financial condition of the Group (taken as a whole); or

(b) the ability of the Obligors (taken as a whole) to perform their payment obligations under the Finance Documents (taking into account the resources immediately available to the Group without breaching the terms of the Finance Documents); or

(c) subject to the Legal Reservations and Perfection Requirements, the validity or enforceability of, or the effectiveness or (subject to Permitted Security) ranking of any Security granted or purporting to be granted pursuant to, any of the Finance Documents and which is not remedied within ten Business Days (running concurrently with any other grace period) of the earlier of (i) the Parent becoming aware of such matter or (ii) the Agent giving notice to the Parent requesting that the relevant matter be remedied.

"**Material Company**" means, at any time:

(a) the Parent;

(b) the Original Borrower;

(c) Bidco;

(d) the Target;

(e) any member of the Group which is the direct Holding Company of a Material Company (except an entity which is the direct Holding Company of a Material Company which is solely a Material Company by virtue of this paragraph (e)) (a "**Material Company Holding Company**"); and

(f) any other member of the Group selected by the Parent, acting reasonably from time to time, to accede as a Guarantor for the purpose of satisfying the Guarantor Coverage Test.

"**Material Intellectual Property**" means any intellectual property owned or exclusively licensed (as licensee) or, to the extent the loss of such license would reasonably be expected to have a Material Adverse Effect, non-exclusively licensed (as licensee), by the Obligors that is material to the operation of the business activities and operations of the Parent and/or its subsidiaries and joint ventures (including each Closing Date JV), taken as a whole.

"**Material Intra-Group Loan**" means any intra-group loans between an Obligor as intra-group lender and other member or members of the Group which individually or in aggregate exceed EUR [***].

"**Maximum Aggregate ECF Amount**" means an amount equal to [***] per cent. of the aggregate principal amount of all Loans made under Facility B which are drawn on or before the Closing Date.

"**MFN Accordion Facility**" means any Accordion Facility which:

(a) is a floating rate term loan facility denominated in euro;

(b) is incurred pursuant to the Ratio Debt Amount;

(c) matures prior to the date falling one year after the Termination Date for Facility B;

(d) is incurred within the first six months after the Closing Date; and

(e) is not incurred for the purposes of financing any Permitted Acquisition, investment and/or capital expenditure.

"**MFN Incremental Equivalent Debt**" means any Incremental Equivalent Debt which:

(a) is a floating rate term loan facility denominated in euro;

(b) is incurred pursuant to the Ratio Debt Amount;

(c) matures prior to the date falling one year after the Termination Date for Facility B;

(d) is incurred within the first six months after the Closing Date; and

(e) is not incurred for the purposes of financing any Permitted Acquisition, investment and/or capital expenditure.

"**Michigan JV Contract**" means:

(a) the joint venture agreement dated as of 14 January 2014 between (among others) Neogames Network Limited and Pollard Banknote Limited; and

(b) any other contractual obligation made by Pollard Banknote Limited or any of its affiliates, relating to a contract with the State of Michigan, Bureau of State Lottery, for the development, implementation, operational support and maintenance of an online lottery system and various lottery games.

"**Minimum Acceptance Condition**" means the condition specified in the applicable Offer Document which requires the Offer being accepted to such extent that the Parent becomes the owner of shares representing not less than [***] per cent. of the total number of outstanding shares in the Target (on both a non-diluted and on a fully diluted basis), provided that, for the avoidance of doubt, it is hereby acknowledged and agreed that the shares tendered directly to the Parent for and on behalf of Elyahu Azur on or prior to the date of this Agreement shall be deemed to constitute an acceptance of the Offer for the purposes of this definition and included in the calculation of the Minimum Acceptance Condition.

"**Month**" means a period starting on one day in a calendar month and ending on the numerically corresponding day in the next calendar month, except that:

(a) (subject to paragraph (c) below) if the numerically corresponding day is not a Business Day, that period shall end on the next Business Day in that calendar month in which that period is to end if there is one, or if there is not, on the immediately preceding Business Day;

(b) if there is no numerically corresponding day in the calendar month in which that period is to end, that period shall end on the last Business Day in that calendar month; and

(c) if an Interest Period begins on the last Business Day of a calendar month, that Interest Period shall end on the last Business Day in the calendar month in which that Interest Period is to end.

The above rules will only apply to the last Month of any period and "**Monthly**" shall be construed accordingly.

"**Multi-account Overdraft**" means an Ancillary Facility which is an overdraft facility comprising more than one account.

"**Multiemployer Plan**" means any "multiemployer plan" within the meaning of Section 3(37) or 4001(a)(3) of ERISA, as to which any ERISA Affiliate incurs or otherwise has any direct or indirect obligation or liability, contingent or otherwise.

"**Net Proceeds**" has the meaning given to that term in Clause 9.2 (*Disposal and Insurance Proceeds*).

"**New Lender**" has the meaning given to that term in Clause 26 (*Changes to the Lenders*).

"**Non-Cashflow Sources**" has the meaning given to that term in Clause 23.1 (*Financial definitions*).

"**Non-Clean-Up Default**" means an Event of Default referred to in Clauses:

(a) 25.1 (*Non-payment*);

(b) 25.2 (*Financial covenant and COMI change*);

(c) 25.6 (*Insolvency*); and

(d) 25.7 (*Insolvency proceedings*).

"**Non-Consenting Lender**" has the meaning given to that term in Clause 38.7 (*Replacement of Lender*).

"**Non-Group Entity**" has the meaning given to that term in Clause 23.1 (*Financial definitions*).

"**Non-Obligor**" means a member of the Group which is not an Obligor.

"**Notifiable Debt Purchase Transaction**" has the meaning given to that term in paragraph (h) of Clause 27 (*Restrictions On Debt Purchase Transactions*).

"**Obligor**" means a Borrower or a Guarantor.

"**Obligors' Agent**" means the Parent, appointed to act on behalf of each Obligor in relation to the Finance Documents pursuant to Clause 2.5 (*Obligors' Agent*).

"**OFAC**" means the Office of Foreign Assets Control of the United States Department of the Treasury.

"**Offer**" means the takeover offer under the Offer Regulations to all holders of the Target Shares made by the Parent as a voluntary offer pursuant to the terms of the Acquisition Documents, as that offer and/or those Acquisition Documents may from time to time be amended, extended, revised or waived in accordance with the terms of the Finance Documents.

"**Offer Document**" means:

(a) the Press Release;

(b) the offer document (*Sw. Erbjudandehandling*) in respect of the Offer, reflecting the Press Release; and

(c) any additional press release, revised offer document or supplemental offer document in connection with the Parent's offer to acquire the Target Shares.

"**Offer Regulations**" means the Swedish Corporate Governance Board's Takeover Rules for certain trading platforms (as amended) and statements and rulings by the Swedish Securities Council (*Sw. Aktiemarknadsnämnden*).

"**Offer Withdrawal Date**" means the date on which the Offer (as extended or revised from time to time) irrevocably lapses or terminates, or is permanently withdrawn by the Parent.

"**Option Acquisition**" means the (direct or indirect) acquisition by a member of the Group of certain options which have been disclosed by the Company to BXC prior to the date of this Agreement.

"**Optional Currency**" means a currency (other than the Base Currency) which complies with the conditions set out in Clause 4.3 (*Conditions relating to Optional Currencies*).

"**Options Purchase Agreements**" means those agreements entered into between the Parent and each relevant optionholder whose options will be used by the Parent for the purposes of waiving the Minimum Acceptance Condition in accordance with paragraph (c) of Clause 24.36 (*Offer undertakings*).

"**Original Jurisdiction**" means, in relation to the Parent or an Obligor, the jurisdiction under whose laws the Parent or such Obligor is incorporated as at the date of this Agreement or, in the case of an Additional Obligor, as at the date on which that Additional Obligor becomes Party as a Borrower or a Guarantor (as the case may be).

"**Original Issue Discount**" means the Facility B Closing Fees (as defined in the Closing Letter).

"**Original Obligor**" means the Original Borrower or an Original Guarantor.

"**Parent's Auditors**" means a recognised firm of independent auditors of international standing appointed by the Parent to be its statutory auditors.

"**Participating Member State**" means any member state of the European Union that has the Euro as its lawful currency in accordance with legislation of the European Union relating to Economic and Monetary Union.

"**Party**" means a party to this Agreement.

"**Patriot Act**" means the USA Patriot Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001)).

"**Pension Items**" means any income or charge attributable to a post-employment benefit scheme other than the current service costs and any past service costs and curtailments and settlements attributable to the scheme.

"**Perfection Requirements**" means the making or procuring of the necessary registrations, filings, endorsements, notarisations, stampings and/or notifications of the Transaction Security Documents or the Transaction Security created thereunder necessary for the validity and enforceability thereof.

"**Permitted Acquisition**" means:

(a) the Acquisition;

(b) an acquisition by a member of the Group (other than the Parent) of an asset sold, leased, transferred or otherwise disposed of by another member of the Group in circumstances constituting a Permitted Disposal or a Permitted Transaction;

(c) an acquisition of shares or securities in a Joint Venture which are not owned by a member of the Group pursuant to a Permitted Share Issue, a Permitted Merger or a Permitted Joint Venture;

(d) any acquisition that the Group and/or the Target Group (other than by the Parent, to the extent such acquisition is of shares, securities or any other asset owned by another member of the Group) is legally committed to make pursuant to arrangements existing on the Closing Date;

(e) an acquisition of securities which are Cash Equivalent Investments;

(f) the incorporation or establishment of a limited liability company or other limited liability entity or the acquisition of a limited liability company or other limited liability entity by a member of the Group other than the Parent, in each case:

(i) incorporated or established in an EEA Member Country, an EFTA Member Country, the United Kingdom, the United States, Canada, Israel and/or any jurisdiction in which a member of the Group is incorporated or established;

(ii) which is not incorporated or established in a Sanction Jurisdiction or subject to Sanctions;

(iii) which has not previously traded and which does not have any material liabilities (contingent or actual); and

(iv) which, on incorporation, establishment or acquisition, becomes a member of the Group;

(g) any other acquisition by a member of the Group (other than by the Parent, to the extent such acquisition is of shares, securities, a business, division, unit, undertaking or collection of assets owned by another member of the Group) of all or the majority of the shares of a limited liability company or other limited liability entity or (if the acquisition is made by a limited liability company or other limited liability entity) a business, division, unit, undertaking or collection of assets (each an "**Acquired Entity**") where:

(i) no Default is continuing on the date on which a legally binding commitment is entered into for the relevant acquisition;

(ii) the Acquired Entity carried on as a going concern and is engaged in a business that satisfies the requirements of Clause 24.7 (*Change of business*);

(iii) the Acquired Entity is incorporated or established in an EEA Member Country, an EFTA Member Country, the United Kingdom, the United States, Canada, Israel and/or any jurisdiction in which a member of the Group is incorporated or established and the Acquired Entity is not incorporated or established in a Sanction Jurisdiction or subject to Sanctions;

(iv) the Acquired Entity, immediately following completion of the acquisition, has no material contingent liabilities (outside the ordinary course of trading) other than where such contingent liabilities:

(A) have been accounted for in the Total Purchase Price for the relevant acquisition;

(B) are indemnified in full by the relevant vendor;

(C) are cash covered or fully insured by a reputable third party professional insurer;

(D) are adequately reserved against in the financial statements of the Acquired Entity; or

(E) would otherwise be permitted under this Agreement;

(v) the earnings before interest, tax, depreciation and amortisation (calculated on the same basis as Consolidated EBITDA) of the Acquired Entity for the twelve month period falling immediately prior to the Group legally committing to the relevant acquisition (adjusted pro forma to take into account any applicable Pro Forma Synergies (assuming completion of the acquisition has occurred)) are either positive or, if negative, are not negative by an amount equal to or in excess of [***]% of the Consolidated Pro Forma EBITDA as at the date the most recent financial statements were delivered to the Agent in accordance with Clause 22.1 (*Financial statements*); and

(vi) where the Total Purchase Price exceeds the greater of USD [***] (or its equivalent in other currencies) and [***]% of Consolidated Pro Forma EBITDA, the Parent shall deliver to the Agent (on behalf of the Lenders) copies of any third party legal and financial due diligence reports commissioned by a member of the Group in connection with the acquisition (in each case on a non-reliance basis and, where requested by the relevant report provider, hold harmless basis) by the date falling 10 Business Days after the completion of the applicable acquisition (unless the relevant report provider has a general policy of not permitting such disclosure to persons other than the entity which has commissioned the report); and

(h) any acquisition to which the Majority Lenders have given their prior written consent.

"**Permitted Disposal**" means any sale, lease, licence, transfer or other disposal:

(a) of trading assets (but not, for the avoidance of doubt, any shares, options, businesses, Real Property or Material Intellectual Property) made by any member of the Group in the ordinary course of trading of the disposing entity;

(b) of any asset by a member of the Group (the "**Disposing Company**") to another member of the Group (the "**Acquiring Company**"), but if:

(i) the Disposing Company is an Obligor, the Acquiring Company must also be an Obligor;

(ii) the Disposing Company had given fixed asset Transaction Security over the asset, the Acquiring Company must (if not automatically subject to Transaction Security once acquired) grant fixed asset Transaction Security over that asset; and

(iii) the Disposing Company had given floating charge (or other equivalent "all-asset") Transaction Security over the asset, the Acquiring Company must (if not automatically subject to Transaction Security once acquired and the concept of a floating charge or other "all-asset" security exists in its jurisdiction of incorporation) grant floating charge (or other equivalent "all-asset") Transaction Security over that asset;

(c) of any assets from an Obligor to a member of the Group who is not an Obligor provided that the aggregate amount transferred pursuant to this paragraph (c) in any Financial Year of the Parent from Obligors to members of the Group who are not Obligors (net of the value of any assets transferred from members of the Group who are not Obligors to Obligors and net of any consideration paid for that disposal) does not exceed USD [***] (or its equivalent in other currencies);

(d) of assets (other than shares, options and businesses) in exchange for other assets comparable or superior as to type, value and quality provided that if Security had been granted over the asset being disposed of, equivalent Security (subject to the Agreed Security Principles) must be granted over the acquired asset;

(e) of assets (other than shares, options and businesses) which are obsolete, worn-out, no longer used or useful or redundant and any surrender of tax losses by a member of the Group to another member of the Group;

(f) of Cash or Cash Equivalent Investments in exchange for Cash or other Cash Equivalent Investments;

(g) constituted by a licence or sub-licence of intellectual property rights or a disposal of intellectual property rights which (in each case) does not breach Clause 24.26 (*Intellectual Property*);

(h) to a Joint Venture, to the extent permitted by Clause 24.9 (*Joint ventures*);

(i) arising as a result of a Permitted Transaction, Permitted Merger or any Permitted Security;

(j) which is a lease or licence of Real Property in the ordinary course of business;

(k) of rights relating to Treasury Transactions;

(l) of shares in any member of the Group in connection with management or employee incentive or remuneration schemes not exceeding in aggregate USD [***] (or its equivalent) at any time (as such basket may be increased in accordance with Clause 9.9 (*Basket adjustment*));

(m) that the Group and/or the Target Group is legally committed to make pursuant to contractual arrangements existing on the Closing Date;

(n) of assets which become the subject of a finance or capital lease, vendor finance or a factoring arrangement permitted by the definition of "Permitted Financial Indebtedness";

(o) to which the Majority Lenders have given their prior written consent;

(p) of an intra-Group loan as a result of the conversion of such intra-Group loan into equity;

(q) of cash and Cash Equivalent Investments and investments in connection with prize, jackpot, deposit, payment processing and player account management operations, customer deposits or winnings or funds owing to or held on behalf of any gaming authority, client or customer, in each case, in the ordinary course of business;

(r) of investments in Joint Ventures to the extent required by, or made pursuant to, customary buy/sell arrangements between the joint venture parties set forth in joint venture arrangements and similar binding arrangements; and

(s) of assets for cash where the higher of the market value and consideration receivable net in each case of the expenses of disposal and any Tax payable, or reserved for, in respect of such disposal (when aggregated with the net market value or net consideration received for any other sale, lease, licence, transfer or other disposal not allowed under the preceding paragraphs or as a Permitted Transaction) does not exceed USD [***] (or its equivalent in other currencies) in any Financial Year of the Parent (as such baskets may be increased in accordance with Clause 9.9 (*Basket adjustment*)).

"**Permitted Distribution**" means:

(a) the payment of a dividend or other distribution to the Parent to enable it to make any Permitted Payment;

(b) the payment of a dividend or other distribution made by a member of the Group (other than the Parent) to its shareholders provided that if the member of the Group is not a wholly-owned Subsidiary the payment attributable to its minority shareholders shall be no greater than proportionate to their shareholding (unless the rights attaching to their shareholding entitle them to a greater proportion in which case not exceeding such greater proportion); and

(c) a Permitted Payment.

"**Permitted Financial Indebtedness**" means:

(a) Financial Indebtedness under:

(i) the Finance Documents; and

(ii) the Super Senior Finance Documents provided that:

(A) the aggregate of all amounts outstanding and amounts available but not outstanding thereunder do not exceed the Super Senior Cap at any time;

(B) the terms of the Super Senior Facilities (including any ancillary facilities made thereunder but excluding those terms, for the avoidance of doubt, which relate to pricing and tenor) do not contain more restrictive conditions than, or additional representations, undertakings or events of default to, those enjoyed by the Lenders under this Agreement, unless (x) such undertakings are financial covenants solely granted for the benefit of the lenders under the Super Senior Facilities, (y) such other undertakings are customarily specific for a super senior revolving facility or mechanically required to implement such Financial Indebtedness or (z) the Finance Parties are offered the benefit of such more restrictive conditions or additional representations, undertkaings or events of default (as the case may be) to apply to the Facilities, and, if the Agent (acting on the instructions of the Majority Lenders) accepts such offer, the terms of this Agreement have been amended to give effect to such more restrictive conditions;

(C) each creditor providing such Financial Indebtedness has acceded to the Intercreditor Agreement as a Super Senior Lender (as defined in the Intercreditor Agreement); and

(D) no creditor in respect of such Financial Indebtedness is a member of the Group or a direct or indirect shareholder of the Parent; and

(iii) Incremental Equivalent Debt Finance Documents;

(b) Financial Indebtedness arising under any Permitted Investor Injections;

(c) Financial Indebtedness arising under any Subordinated Debt;

(d) Financial Indebtedness to the extent covered by a letter of credit, guarantee or indemnity issued under the Super Senior Facility or under an Ancillary Facility;

(e) Financial Indebtedness for or in respect of any Permitted Hedging Transaction;

(f) Financial Indebtedness arising under a Permitted Loan, a Permitted Guarantee, a Permitted Transaction or as permitted by Clause 24.30 (*Treasury Transactions*);

(g) Financial Indebtedness of any person acquired by a member of the Group after the Closing Date which is incurred under arrangements in existence at the date of acquisition, but not incurred or increased (other than by capitalisation of interest) or having its maturity date extended in contemplation of, or since, that acquisition, and outstanding only for a period of three months following the date of completion of the acquisition;

(h) Financial Indebtedness arising under cash pooling management arrangements entered into in the ordinary course of trading of the Group;

(i) Financial Indebtedness arising under finance or capital leases provided that the aggregate capital value of all items so leased under such outstanding leases by members of the Group does not exceed USD [***] (or its equivalent in other currencies) at any time;

(j) Financial Indebtedness arising under factoring arrangements provided that the aggregate principal amount of such factoring arrangements entered into by members of the Group does not exceed USD [***] (or its equivalent in other currencies) outstanding at any time;

(k) Financial Indebtedness where such Financial Indebtedness is to be, and is, repaid on or prior to the deadline set out in paragraph (a) of Clause 24.35 (*Conditions subsequent*);

(l) any Financial Indebtedness incurred by any member of the Group exclusively for working capital purposes provided that the aggregate principal amount of Financial Indebtedness incurred by members of the Group pursuant to this paragraph (l) does not exceed USD [***] (or its equivalent in other currencies) outstanding at any time;

(m) to the extent constituting Financial Indebtedness, payment and custodial obligations in the ordinary course of business in respect of prize, jackpot, deposit, payment processing and player account management operations, customer deposits or winnings or funds owing to or held on behalf of any gaming authority, client or customer, including obligations with respect to funds that may be placed in trust accounts, and letters of credit securing the foregoing;

(n) with respect to cash management services, bank products and other similar arrangements, Financial Indebtedness in an amount not to exceed USD [***] (or its equivalent in other currencies) at any time;

(o) any other Financial Indebtedness to which the Majority Lenders have given their prior written consent;

(p) Financial Indebtedness in respect of any vendor loan or deferred consideration (excluding any earn-out or other contingent consideration obligations) in connection with any Permitted Acquisition, provided that the amount of such vendor loans or deferred consideration does not exceed [***]% of the total consideration in relation to the relevant Permitted Acquisition;

(q) Financial Indebtedness arising under any Purchase Money Obligations, where, the aggregate the principal amount of such Purchase Money Obligations does not at any time exceed an aggregate amount equal to USD [***] at any time; and

(r) Financial Indebtedness not permitted by the preceding paragraphs and the outstanding principal amount of which does not exceed USD [***] in aggregate at any time (as such basket may be reduced to the extent paragraph (a) of the "Available Accordion Amount" is utilised as Incremental Equivalent Debt or pursuant to Clause 2.2 (*Accordion Facility*)).

"**Permitted Guarantee**" means:

(a) the endorsement of negotiable instruments and the granting of guarantees and indemnities in the ordinary course of trade;

(b) any performance or similar bond guaranteeing performance by a member of the Group under any contract entered into in the ordinary course of trade or an indemnity in relation to such bond granted by a financial institution;

(c) any guarantee of a Joint Venture the extent that it is permitted under Clause 24.9 (*Joint ventures*) and which does not result in any financial limit set out in the definition of "Permitted Joint Venture" being exceeded or, in the case of the Closing Date JVs, the aggregate amount guaranteed does not exceed USD [***] (or its equivalent);

(d) any guarantee in respect of Permitted Financial Indebtedness;

(e) any guarantee given in respect of the netting or set-off arrangements permitted pursuant to paragraph (c) of the definition of "Permitted Security";

(f) any guarantee given by a member of the Group to a landlord (in relation to a lease obligation of a member of the Group under an occupational lease for bona fide operations of the Group) on arm's length terms and in the ordinary course of trade or any guarantee or counter-indemnity in favour of financial institutions or other persons which have guaranteed lease obligations of a member of the Group;

(g) any guarantee or indemnity given in the ordinary course of the documentation of an acquisition or disposal transaction which is a Permitted Acquisition or Permitted Disposal which guarantee or indemnity is in a customary form and subject to customary limitations and not exceeding the value of the asset acquired or disposed of;

(h) any guarantee or indemnity given by a member of the Group in respect of the obligations of one or more Obligors;

(i) a guarantee by an Obligor of the obligations of a member of the Group not being an Obligor provided that the aggregate amount guaranteed does not exceed USD [***] (or its equivalent), less any amounts outstanding under paragraph (g) of the definition of "Permitted Loan" at any time (as such basket may be increased in accordance with Clause 9.9 (*Basket adjustment*)); less the amounts subscribed for by Obligors in Non-Obligors under paragraph (a) of the definition of "Permitted Share Issue" at any time;

(j) a guarantee by a member of the Group which is not an Obligor of the obligations of another member of the Group which is not an Obligor;

(k) guarantees granted by persons or undertakings acquired pursuant to a Permitted Acquisition, a Permitted Disposal or a Permitted Joint Venture existing at the date of such Permitted Acquisition, a Permitted Disposal or Permitted Joint Venture;

(l) guarantees or counter-indemnities arising under a Permitted Hedging Transaction;

(m) any guarantee made in substitution for an extension of credit permitted under the definition of "Permitted Loan" (without double counting) (other than loans within the category set out in paragraph (m) of the definition of "Permitted Loan") to the extent that the issuer of the relevant guarantee would have been entitled to make a loan in an equivalent amount under the definition of "Permitted Loan" to the person whose obligations are being guaranteed provided that the guarantee reduces the ability to make a Permitted Loan commensurately;

(n) a guarantee arising under mandatory provisions of tax or applicable law or regulation;

(o) a customary guarantee or indemnity given in favour of directors and officers of any member of the Group in respect of their functions as such;

(p) any authorised guarantee agreement (as such term is used in the Landlord and Tenant (Covenants) Act 1995) entered into in respect of leasehold real property disposed of in accordance with this Agreement;

(q) guarantees in respect of pension liabilities of the Group;

(r) guarantees that are to be, and are, released on the Closing Date;

(s) any guarantees by any member of the Group or any member of the Target Group existing on the Closing Date;

(t) any guarantee to which the Majority Lenders have given their consent;

(u) any existing guarantee granted by any member of the Group or any member of the Target Group in respect of the Existing Debt, and which guarantee shall be promptly released concurrently with the prepayment of the Existing Debt on or prior to the deadline set out in paragraph (a) of Clause 24.35 (*Conditions subsequent*);

(v) any guarantee required in connection with Security permitted under paragraph (t) of the definition of "Permitted Security" and which guarantee shall be automatically and promptly released concurrently with the release of such Security as contemplated by paragraph (t) of the definition of "Permitted Security";

(w) any guarantee by a member of the Group in respect of any purchase obligations of a member of the Group or Permitted Joint Ventures under supplier agreements and in respect of obligations of or to customers, distributors, franchisees, lessors, licensors, contractual counterparties, licensees and sublicensees in the ordinary course of business;

(x) any guarantee (including, for the avoidance of doubt, bid bonds or tender guarantees) to guarantee the performance by a member of the Group of bids, government, trade and other similar contracts (other than for borrowed money); and

(y) any guarantee not falling within the preceding paragraphs where the aggregate amount guaranteed by members of the Group under all such guarantees does not at any time exceed USD [***] (or its equivalent in other currencies) (as such baskets may be increased in accordance with Clause 9.9 (*Basket adjustment*));

"**Permitted Hedging Transaction**" means:

(a) any hedging of interest rate liabilities in respect of any Permitted Financial Indebtedness or the hedging of actual or projected foreign exchange exposures arising in connection with any Permitted Financial Indebtedness; and

(b) any Treasury Transaction entered into for the hedging of actual or projected exposures (including without limitation foreign exchange and commodity price hedging) arising in the ordinary course of trading of a member of the Group, including for the purposes of pre-hedging any such projected exposures, and not for speculative purposes.

"**Permitted Investor Injection**" has the meaning given to that term in Clause 23.1 (*Financial definitions*).

"**Permitted Joint Venture**" means:

(a) Joint Ventures acquired as part of a Permitted Acquisition;

(b) the Closing Date JVs; and

(c) Joint Ventures engaged in a business that satisfies the requirements of Clause 24.7 (*Change of business*), provided that:

(i) the Joint Venture is incorporated or established in an EEA Member Country, an EFTA Member Country, the United Kingdom, the United States, Canada, Israel and/or any jurisdiction in which a member of the Group is incorporated or established and is not incorporated or established in a Sanctioned Jurisdiction and is not subject to Sanctions; and

(ii) in any Financial Year:

(A) all investments in which (including the amount of any contribution of capital, purchase of shares, stocks and securities or equity interests of, loan, guarantee or indemnity, the disposal of any asset to (to the extent that such asset is disposed of for less than its full market value), or the taking on of any liability of) net of distributions actually received by members of the Group in cash from Joint Ventures after the Closing Date;

(B) all outstanding loans or credit made to Permitted Joint Ventures made during that relevant Financial Year under paragraph (d) of the definition of "Permitted Loan" net of any repayments on such loans in that relevant Financial Year; and

(C) any amounts guaranteed during that relevant Financial Year under paragraph (c) of the definition of "Permitted Guarantee" net of any cancellations of such guarantees made in that relevant Financial Year,

in aggregate does not exceed USD [***] (or its equivalent in other currencies) in each Financial Year (or its equivalent) (as such basket may be increased in accordance with Clause 9.9 (*Basket adjustment*) or such higher amount to which the Majority Lenders have given their prior written consent).

"**Permitted Loan**" means:

(a) any trade credit extended by any member of the Group to its customers on normal commercial terms and in the ordinary course of its trading activities and any advance payment made in the ordinary course of trade;

(b) Financial Indebtedness which is referred to in the definition of, or otherwise constitutes, "Permitted Financial Indebtedness" or arising on a Permitted Disposal;

(c) any loan or credit which constitutes, or relates to, a Permitted Transaction, a Permitted Payment or Permitted Financial Indebtedness;

(d) a loan or credit made as an investment in or to a Permitted Joint Venture and which does not result in any financial limit set out in the definition of "Permitted Joint Venture" being exceeded;

(e) a loan made by an Obligor to another Obligor or made by a member of the Group which is not an Obligor to another member of the Group;

(f) any loans made or credit granted by a member of the Group existing on the Closing Date (or committed to be made or granted prior to the Closing Date);

(g) any other loan made by an Obligor to a member of the Group which is not an Obligor made after the Closing Date so long as the aggregate principal amount of the Financial Indebtedness under any such loans incurred pursuant to this paragraph (g) does not exceed USD [***] (or its equivalent in other currencies), less any amounts guaranteed under paragraph (i) of the definition of "Permitted Guarantee" at any time after the date of this Agreement (as such basket may be increased in accordance with Clause 9.9 (*Basket adjustment*)) and less any amounts subscribed for by Obligors for shares in Non-Obligors under paragraph (a) of the definition of "Permitted Share Issue" at any time after the Closing Date;

(h) any loan made by a member of the Group for the purpose of funding an employee share option programme for employees of any member of the Group, provided that the aggregate of all such loans does not exceed USD [***] (or its equivalent in other currencies) at any time;

(i) a loan made by a member of the Group to an employee or director of any member of the Group if the amount of that loan when aggregated with the amount of all loans to employees and directors by members of the Group does not exceed USD [***] (or its equivalent in other currencies) at any time;

(j) any loan by any member of the Group to the Parent to facilitate any Permitted Payments;

(k) any loan arising under or required to complete a Permitted Transaction;

(l) any loan made for the purposes of enabling an Obligor to meet its payment obligations under the Facilities and/or the Super Senior Facilities and/or any Incremental Equivalent Debt;

(m) any credit balance on an account of a member of the Group with a financial institution;

(n) any loan for the purpose of funding a payment under paragraph (b) of the definition of "Permitted Payment";

(o) a loan or the granting of a credit to another member of the Group, in each case for cash pooling purposes in the ordinary course of day to day trading;

(p) any loan or credit existing at the time of, or as part of, the acquisition of an entity pursuant to a Permitted Acquisition;

(q) any loan to which the Majority Lenders have given their consent; and

(r) any loan not otherwise permitted by the preceding paragraphs in an aggregate amount outstanding at any time, not exceeding USD [***] (or its equivalent in other currencies) (as such basket may be increased in accordance with Clause 9.9 (*Basket adjustment*)),

provided that any Material Intra-Group Loan under any of the above paragraphs shall only constitute a Permitted Loan to the extent that such Material Intra-Group Loan is evidenced in writing and is governed by a governing law which is the same as the governing law of any Transaction Security over such Material Intra-Group Loan or any other governing law which does not adversely affect the validity or enforceability of such Transaction Security.

"**Permitted Merger**" means any reorganisation, amalgamation, demerger, merger, consolidation, liquidation or corporate reconstruction of a member of the Group (other than the Original Borrower, Bidco and the Target) where all of the business and assets (if any remaining after such event) of that member remain within the Group **provided that**:

(a) if such member of the Group is a Borrower and does not resign as such prior to or simultaneously with the occurrence of the relevant event, the surviving entity assumes all obligations as a Borrower of the member of the Group it has merged with;

(b) if such member of the Group is a Guarantor, the Guarantor Coverage Test would still be complied with immediately following such reorganisation;

(c) if that member of the Group was an Obligor immediately prior to such reorganisation being implemented, all of the business and assets of that member (if any remaining after such event) are retained by one or more other Obligors; and

(d) if that member of the Group is not an Obligor, so long as any assets distributed as a result of such reorganisation are distributed to other members of the Group (or if such member of the Group was not a wholly owned Subsidiary, on a pro rata basis to the shareholdings of the shareholders),

and, in each case:

(i) such reorganisation will not adversely affect any Transaction Security (but excluding any Transaction Security over the issued share capital of an Obligor which is transferred to another Obligor or the issued share capital of an Obligor that has ceased to exist provided that such shares will become subject to Transaction Security created on substantially the same terms as under the Transaction Security Document under which that Transaction Security was previously created and that the rights of the Finance Parties under such new Transaction Security will not in any way be less advantageous than under the existing Transaction Security (disregarding for this purpose the commencement of any new hardening period solely as a result of the creation of such new Transaction Security, provided that the Parent and each applicable member of the Group shall use all reasonable efforts to ensure that such new hardening period does not arise from the creation of such new Transaction Security to the greatest extent possible under applicable law)); or

(ii) if the surviving entity is a Guarantor, that surviving entity grants a debenture or other relevant form of Security in accordance with the Agreed Security Principles as a condition precedent to such reorganisation, amalgamation, demerger, merger, consolidation or corporate reconstruction and Transaction Security continues to exist or is granted in accordance with the Agreed Security Principles over that surviving entities share capital (or other ownership interests).

"**Permitted Payment**" means:

(a) payments (by way of dividends, repayments of loans and interest, the making of new loans or any other payment or distribution, each an "**approved payment**") to fund the payment, prepayment or repayment of Tax and regulatory costs of the Parent to the extent it solely relates to or is otherwise attributable to the Group;

(b) payments (by way of an approved payment) to departing management (or any investment company or trust established by any such person) or employee benefit trust established by (or in relation to) the Group (or to any Holding Company of the Parent to fund any such payment), to fund the redemption or purchase of any of the management equity (together with the purchase or repayment of any related loans or loan notes) and/or to make other compensation payments to departing or former management in an aggregate amount not exceeding USD [***] (or its equivalent in other currencies) over the life of the Facilities;

(c) a payment of a dividend by the Parent, by way of an approved payment, a payment of interest on or repayment of principal of Subordinated Debt or a reduction in share capital or redemption of shares of the Parent, provided that:

(i) the aggregate amount of such payments does not exceed [***] per cent. of Retained Excess Cashflow;

(ii) Leverage (calculated by reference to the most recent financial statements delivered to the Agent in accordance with Clause 22.1 (*Financial statements*)) is less than [***]:1.00 but greater than or equal to [***]:1.00 (calculated on a pro forma basis taking account of such payment);

(iii) no Default is continuing or would result from such payment; and

(iv) the Fixed Charge Cover Ratio (calculated by reference to the most recent financial statements delivered to the Agent in accordance with Clause 22.1 (*Financial statements*)), pro forma for such payment, would have been equal to or greater than [***]:1.00 as at the last Quarter Date;

(d) a payment of a dividend by the Parent, by way of an approved payment, a payment of interest on or repayment of principal of Subordinated Debt or a reduction in share capital or redemption of shares of the Parent, provided that Leverage (calculated by reference to the most recent financial statements delivered to the Agent in accordance with Clause 22.1 (*Financial statements*) is less than [***]:1.00 (calculated on a pro forma basis taking account of such payment) and no Default is continuing or would result from such payment;

(e) payments (by way of an approved payment) to any Holding Company of the Parent to meet any reasonable administrative costs, insurance premiums and costs to maintain corporate existence incurred in the ordinary course of its business provided such costs do not exceed (when aggregated with payments under paragraph (f) below) USD [***] (or its equivalent in other currencies) in any Financial Year;

(f) payments (by way of an approved payment) to any Holding Company of the Parent to pay amounts payable on a regular, arm's length basis under service contracts or fee arrangements with any of its initial or future directors, executives, managers or consultants provided such payments do not exceed (when aggregated with payments under paragraph (e) above) USD [***] (or its equivalent in other currencies) in any Financial Year;

(g) payments to facilitate the issue of new shares and/or declaration of dividends (or any other approved payment) by the Parent (including any payment made by a member of the Group (directly or indirectly) to the Parent to enable it to make such payments) in order to settle consideration payable in connection with the Offer (in each case, in accordance with the Structure Memorandum), **provided that** the total value of such consideration (in cash and/or shares) received by each selling shareholder who receives a portion of their consideration after the Closing Date, when aggregated with consideration already received by such shareholders in connection with the Offer, is no greater than the total value of consideration received by those selling shareholders that received all of their consideration in cash and shares in full on or around the Closing Date in accordance with the terms of the Offer in each case, such consideration calculated on a per-share-sold basis and valued in accordance with the valuation as set out in the Offer Documents in the form thereof as at the date of this Agreement (or such form subject to amendments or waivers which (i) could not reasonably be expected to materially and adversely affect the interests of the Lenders under the Finance Documents (taken as a whole) and/or (ii) have been made with the consent of the Majority Lenders (such consent not to be unreasonably withheld, delayed or conditioned));

(h) payments (including loans) to facilitate, or made in connection with, the Option Acquisition provided that the aggregate amount of such payments shall not exceed EUR [***] (or its equivalent in other currencies) over the life of the Facilities; and

(i) any other payment to which the Majority Lenders have given their prior written consent (but a disposal of cash or Cash Equivalent Investments contemplated in paragraph (f) of the definition of "Permitted Disposal" shall not be a considered as a payment within this paragraph (i) which has already been consented to by the Majority Lenders).

"**Permitted Security**" means:

(a) any Transaction Security, including cash collateral, to secure obligations under the Finance Documents including any Accordion Facility and (subject to the Intercreditor Agreement) Security or Quasi-Security (including Transaction Security) to secure obligations under the Super Senior Finance Documents, the Incremental Equivalent Debt Finance Documents and the Hedging Agreements (as defined in the Intercreditor Agreement);

(b) any lien or right of set-off arising by operation of law or regulation or a contract having a similar effect and in the ordinary course of trade and not as a result of any default or omission by any member of the Group which has been outstanding for more than 60 days;

(c) Security or Quasi-Security over bank accounts and any netting or set-off arrangement in each case entered into by any member of the Group in the ordinary course of its banking arrangements for the purpose of netting debit and credit balances of members of the Group (including a Multi-account Overdraft and any cash pooling arrangements in place at the relevant time) and any Security or Quasi-Security arising under the general terms and conditions of any bank or financial institution (i) providing clearing services to the Group or (ii) with which a member of the Group maintains any bank account or depositary account;

(d) any payment or close-out netting or set-off arrangement pursuant to, or cash collateralisation of, any Permitted Hedging Transaction or existing in the ordinary course of business between any member of the Group and its respective suppliers and customers or the providers of the Group's day-to-day banking arrangements;

(e) Security arising by operation of law and in the ordinary course of day to day trading or by contract to substantially the same effect provided that it does not extend beyond the Security arising by operation of law;

(f) Security (including cash collateral) provided in respect of performance bonds and guarantees issued in the ordinary course of trading to the extent such Security is required by the relevant public authority or customer or provider or the relevant bond or guarantor;

(g) Security granted or arising over any shares issued (including shares issued prior to the date of this Agreement) in connection with any employee or management share option or unit or benefit trust scheme operated by any member of the Group;

(h) any Security or Quasi-Security over or affecting any asset acquired by a member of the Group after the Closing Date if:

(i) the Security or Quasi-Security was not created in contemplation of the acquisition of that asset by a member of the Group;

(ii) the principal amount secured has not been increased (otherwise than by a capitalisation of interest) in contemplation of or since the acquisition of that asset by a member of the Group; and

(iii) the Security or Quasi-Security is removed or discharged within three Months of the date of acquisition of such asset;

(i) any Security or Quasi-Security over or affecting any asset of any company which becomes a member of the Group after the Closing Date, where the Security or Quasi-Security is created prior to the date on which that company becomes a member of the Group if:

(i) the Security or Quasi-Security was not created in contemplation of the acquisition of that company;

(ii) the principal amount secured has not increased (otherwise than by a capitalisation of interest) in contemplation of or since the acquisition of that company; and

(iii) the Security or Quasi-Security is removed or discharged within three Months of that company becoming a member of the Group;

(j) any Security or Quasi-Security arising under any retention of title, hire purchase or conditional sale arrangement or arrangements having similar effect in respect of goods supplied to a member of the Group in the ordinary course of trade and, unless disputed in good faith, not arising as a result of any default or omission by any member of the Group that is continuing for a period of more than 60 days;

(k) any Quasi-Security arising in connection with a disposal which is a Permitted Disposal or arising in connection with a Permitted Acquisition;

(l) any Security arising as a result of legal proceedings discharged within 30 days or otherwise contested in good faith (and not otherwise constituting an Event of Default);

(m) any Security over any rental deposits in respect of any real property leased or licensed by a member of the Group in the ordinary course of business;

(n) any Security over documents of title and goods as part of a documentary credit transaction entered into in the ordinary course of trade;

(o) any Security over shares in Joint Ventures and/or any loan to any Joint Ventures that is permitted pursuant to paragraph (d) of the definition of "Permitted Loan" to secure obligations to the other joint venture partners;

(p) any Security arising by operation of law in respect of taxes being contested in good faith and discharged within 90 days;

(q) any Security or Quasi-Security over the relevant assets financed by any finance or capital lease or financing permitted pursuant to paragraphs (i), (p) or (q) of the definition of "Permitted Financial Indebtedness";

(r) any Security or Quasi-Security granted by any member of the Group over: (i) the receivables that are subject to any factoring arrangements entered into by it as permitted pursuant to paragraph (j) of the definition of "Permitted Financial Indebtedness" (the "**Permitted Factoring Receivables**"); and (ii) any bank account into which Permitted Factoring Receivables are paid;

(s) any Security or Quasi-Security granted by any member of the Group in connection with any Financial Indebtedness incurred by it pursuant to paragraph (l) of the definition of "Permitted Financial Indebtedness";

(t) where such Security or Quasi-Security is to be, and is, released on or prior to the deadline set out in paragraph (a) of Clause 24.35 (*Conditions subsequent*), any Security or Quasi-Security granted by a member of the Group or the Target Group and any Security or Quasi-Security granted by any member of the Group and/or the Target Group existing on the Closing Date which is not otherwise prohibited by this Agreement to remain outstanding;

(u) any Security to which the Majority Lenders have given their prior written consent;

(v) any Security or Quasi-Security (including cash collateralization of) to secure Financial Indebtedness incurred under paragraph (n) of the definition of "Permitted Financial Indebtedness" provided that no such Financial Indebtedness may benefit from Security or Quasi-Security over the Charged Property;

(w) any deposits and other Security to secure the performance of (i) bids, government, trade and other similar contracts (other than for borrowed money), performance bonds and guarantees issued in the ordinary course of trading, (ii) leases, subleases or licenses in the ordinary course of business and (iii) statutory or regulatory obligations, surety, judgment and appeal bonds, and (in each case) letters of credit issued as security for the foregoing;

(x) any landlords', carriers', warehousemen's, mechanics', materialmen's, repairmen's or other like liens or Security arising in the ordinary course of business which are not overdue for a period of more than 60 days or that are being contested in good faith by appropriate proceedings;

(y) any Security arising from precautionary UCC financing statement filings (or other similar filings in non-U.S. jurisdictions) regarding leases, subleases, licenses or consignments, in each case, entered into by any member of the Group;

(z) any Security solely on any cash earnest money deposits or "certain funds" escrow arrangements made by the Parent or any other member of the Group in connection with Permitted Acquisitions;

(aa) any Security on cash, Cash Equivalents or other investments in the ordinary course of business in connection with the deposit of amounts necessary to satisfy payment and custodial obligations in respect of prize, jackpot, deposit, payment processing and player account management operations, customer deposits or winnings or funds owing to or held on behalf of any gaming authority, lottery commission, lottery administrator, client or customer, including as may be placed in trust accounts; and

(bb) any Security securing indebtedness the outstanding principal amount of which (when aggregated with the outstanding principal amount of any other indebtedness which has the benefit of Security given by any member of the Group other than any permitted under the preceding paragraphs) does not exceed USD [***] (or its equivalent in other currencies) (as such baskets may be increased in accordance with Clause 9.9 (*Basket adjustment*)).

"**Permitted Share Issue**" means:

(a) the issue of shares by any member of the Group (other than the Parent) to its Holding Company provided that if the Holding Company is an Obligor the newly issued shares are subject to the same Transaction Security, if any, under the Transaction Security Documents as the shares already in issue to an Obligor save that if the shares are issued by a member of the Group that is not an Obligor to an Obligor, the aggregate amount subscribed for by all Obligors in shares of a Non-Obligor shall (when aggregated with any amounts guaranteed under paragraph (i) of the definition of "Permitted Guarantee" and any amounts of loans outstanding under paragraph (g) of the definition of "Permitted Loan") shall not exceed USD [***] at any time (in each case, or equivalent in other currencies) (as such baskets may be increased in accordance with Clause 9.9 (*Basket adjustment*));

(b) the issue of shares by any member of the Group to its minority shareholders provided that the member(s) of the Group which own the majority of the shares in such Group member are issued shares which maintains their level of ownership of such Group member(s) at the same time;

(c) the issue of shares by the Parent; and

(d) the issue of any shares in connection with, or pursuant to, a Permitted Acquisition, a Permitted Transaction or a Permitted Joint Venture.

"**Permitted Transaction**" means:

(a) any disposal required, Financial Indebtedness incurred, guarantee, indemnity or Security or Quasi-Security given, or other transaction arising, under the Finance Documents;

(b) any transaction (including any disposal, loan, borrowing, guarantee, indemnity, Security, Quasi-Security, share issue or repayment) contemplated or specifically as set out in the Funds Flow Statement or as specifically as set out in the Acquisition Documents in the form thereof as at the date of this Agreement (or such form subject to amendments or waivers which (i) could not reasonably be expected to materially and adversely affect the interests of the Lenders under the Finance Documents (taken as a whole) and/or (ii) have been made with the consent of the Majority Lenders (such consent not to be unreasonably withheld, delayed or conditioned)), or any transaction which steps are specifically set out in the Structure Memorandum;

(c) any Permitted Merger;

(d) any arrangement in respect of a Permitted Payment; and

(e) the liquidation or reorganisation of a member of the Group which is not an Obligor so long as any payments or assets distributed as a result of that liquidation or reorganisation are distributed to other members of the Group (or if such member of the Group was not a wholly owned Subsidiary, on a pro rata basis to the shareholdings of the shareholders).

"**Preferred Equity Interests**" has the meaning given to that term in Clause 23.1 (*Financial definitions*).

"**Prepayment Excess Cashflow**" in respect of any Financial Year means the Excess Cashflow referable to that Financial Year less any amount of such Excess Cashflow which is required to be applied in prepayment of the Facilities or which has been applied for any purpose permitted under this Agreement.

"**Press Release**" means the press announcement released by the Parent announcing the Offer, in accordance with the Offer Regulations.

"**Pro Forma Synergies**" has the meaning given to that term in Clause 23.1 (*Financial definitions*).

"**Purchase Money Obligations**" means any Financial Indebtedness incurred to finance or refinance the acquisition, leasing, construction or improvement of property (real or personal) or assets, and whether acquired through the direct acquisition of such property or assets, or otherwise (including through the purchase of shares of any person owning such property or assets).

"**Pushdown Process**" means the transfer of 100% in aggregate of the outstanding shares in the Target (on both a non-diluted and on a fully diluted basis) from the Parent to the Original Borrower and/or Bidco in accordance with the steps set out in the Structure Memorandum (or as otherwise agreed with the Majority Lenders (acting reasonably)).

"**Pushdown Start Date**" means the first date of the transfer of any portion of the outstanding shares in the Target from the Parent to the Original Borrower and/or Bidco pursuant to the Pushdown Process (it being acknowledged and agreed that the Pushdown Start Date shall not occur until the Parent owns and controls 100% of the total number of outstanding shares in the Target (on both a non-diluted and on a fully diluted basis)).

"**Qualified Equity Interests**" has the meaning given to that term in Clause 23.1 (*Financial definitions*).

"**Quarter Date**" has the meaning given to that term in Clause 23.1 (*Financial definitions*).

"**Quasi-Security**" has the meaning given to that term in Clause 24.14 (*Negative pledge*).

"**Quotation Day**" means, in relation to any period for which an interest rate is to be determined:

(a) (if the currency is euro) two TARGET Days before the first day of that period; or

(b) (for any other currency) two Business Days before the first day of that period,

unless market practice differs in the Relevant Market for a currency, in which case the Quotation Day for that currency will be determined by the Agent in accordance with market practice in the Relevant Market (and if quotations would normally be given on more than one day, the Quotation Day will be the last of those days).

"**Ratio Debt Amount**" means an unlimited amount provided that Leverage is equal to or less than [***]:1.00 and calculated:

(a) subject to Clause 1.9 (*Calculation Adjustments*), by reference to the most recent financial statements delivered to the Agent in accordance with Clause 22.1 (*Financial statements*) prior to:

(i) if paragraph (b)(i)(A) of Clause 2.2 (*Accordion Facility*) or paragraph (a)(i) of the definition of "Incremental Equivalent Debt" applies, the Group entering into a legally binding commitment to make the Permitted Acquisition in respect of which that Accordion Facility or Incremental Equivalent Debt (as the case may be) will be made available; or

(ii) if paragraph (b)(i)(B) of Clause 2.2 (*Accordion Facility*) or paragraph (a)(ii) of the definition of "Incremental Equivalent Debt" applies, the proposed Utilisation Date or utilisation date in respect of such Incremental Equivalent Debt (as the case may be); and

(b) on a pro forma basis assuming:

(i) drawdown in full of the proposed Accordion Facility or Incremental Equivalent Debt (and giving pro forma effect to the proposed use of proceeds of the proposed Accordion Facility or Incremental Equivalent Debt) and any other committed but undrawn facilities; and

(ii) if the Accordion Facility or Incremental Equivalent Debt has been established to make a Permitted Acquisition or investment, the consummation of such acquisition or investment.

"**Real Property**" means:

(a) any freehold, leasehold or immovable property; and

(b) any buildings, fixtures, fittings, fixed plant or machinery from time to time situated on or forming part of that freehold, leasehold or immovable property.

"**Receiver**" means a receiver or receiver and manager or administrative receiver of the whole or any part of the Charged Property.

"**Reference Bank Quotation**" means any quotation supplied to the Agent by a Base Reference Bank.

"**Regulation**" means Regulation (EU) 2015/848 of 20 May 2015 on insolvency proceedings (recast).

"**Related Fund**" in relation to a fund (the "**first fund**"), means a fund which is managed or advised by the same investment manager or investment adviser as the first fund or, if it is managed by a different investment manager or investment adviser, a fund whose investment manager or investment adviser is an Affiliate of the investment manager or investment adviser of the first fund.

"**Relevant Jurisdiction**" means, in relation to an Obligor:

(a) its Original Jurisdiction;

(b) any jurisdiction where any asset subject to or intended to be subject to the Transaction Security to be created by it is situated; and

(c) when used in the context of Transaction Security, the jurisdiction whose laws govern the perfection of any of the Transaction Security Documents entered into by it.

"**Relevant Market**" means, in relation to euro, the European interbank market and, in relation to any other currency, the London interbank market.

"**Relevant Nominating Body**" means any applicable central bank, regulator or other supervisory authority or a group of them, or any working group or committee sponsored or chaired by, or constituted at the request of, any of them or the Financial Stability Board.

"**Relevant Period**" has the meaning given to that term in Clause 23.1 (*Financial definitions*).

"**Repeating Representations**" means each of the representations set out in Clause 21.2 (*Status*) to Clause 21.8 (*Insolvency*).

"**Reports**" has the meaning given to that term in paragraph 3 (*Reports*) of Part 1 of Schedule 2 (*Conditions precedent*).

"**Representative**" means any delegate, agent, manager, administrator, nominee, attorney, trustee or custodian.

"**Resignation Letter**" means a letter substantially in the form set out in Schedule 7 (*Form of Resignation Letter*) or any other form agreed between the Agent and the Parent.

"**Restricted Party**" means a person that:

(a) is listed on any Sanctions List or under the asset freeze provisions (including related annexes) of, or otherwise targeted by or the subject of, the sanctions measures described in the definition of "Sanctions"; and/or

(b) has its primary place of business in and/or is incorporated under the laws of, or based on all readily available information and with the exercise of reasonable due diligence is acting on behalf of, a person located in or organised under the laws of a Sanctioned Jurisdiction; and/or

(c) owned (meaning fifty (50) per cent. or greater ownership interest) or otherwise (directly or indirectly) controlled by the foregoing.

"**Retained Excess Cashflow**" in respect of any Financial Year means the Excess Cashflow referable to that Financial Year (including the Excess Cashflow De Minimis) less any amount of such Excess Cashflow which is required to be applied in prepayment of the Facilities or which has been applied for any purpose permitted under this Agreement (including any voluntary prepayment of the Facilities pursuant to Clause 8.6 (*Excess Cash Flow Voluntary prepayments*)).

"**Sanctioned Jurisdiction**" means any country or territory to the extent that such country or territory itself is the target of country-wide or territory-wide sanctions under any Sanctions, which, as at the date of this Agreement are [***].

"**Sanctions**" means any trade, economic or financial sanctions laws, regulations, embargoes or restrictive measures administered, enacted or enforced by a Sanctions Authority.

"**Sanctions Authority**" means:

(a) the Security Council of the United Nations;

(b) the US;

(c) the European Union and/or any member state of the European Union;

(d) the United Kingdom of Great Britain and Northern Ireland; and

(e) the governments and official institutions or agencies of any of paragraphs (a) to (d) above, including OFAC, the US Department of State, and Her Majesty's Treasury.

"**Sanctions List**" means the Specially Designated Nationals and Blocked Persons list maintained by OFAC, the "Foreign Sanctions Evaders" list, or the "Sectoral Sanctions Identifications" list, the consolidated list of persons, groups and entities subject to EU financial sanctions, the Consolidated List of Financial Sanctions Targets and the Investment Ban List maintained by Her Majesty's Treasury, or any similar list maintained by, or public announcement of a Sanctions designation made by, a Sanctions Authority, each as amended, supplemented or substituted from time to time.

"**Screen Rate**" means, in relation to EURIBOR, the euro interbank offered rate administered by the European Money Markets Institute (or any other person which takes over the administration of that rate) for the relevant period displayed (before any correction, recalculation or republication by the administrator) on page EURIBOR01 of the Bloomberg screen (or any replacement Bloomberg page which displays that rate) or on the appropriate page of such other information service which publishes that rate from time to time in place of Bloomberg. If such page or service ceases to be available, the Agent may specify another page or service displaying the relevant rate after consultation with the Parent.

"**Screen Rate Successor Conforming Changes**" means, with respect to any proposed Successor Rate, any conforming changes to the definition of Interest Period (including with respect to duration of Interest Periods), the timing and/or frequency of determining rates and making payments of interest and other administrative matters as may be appropriate (in the opinion of the Parent (acting reasonably) with the consent of the Agent (acting on the instructions of the Majority Lenders)), to reflect the adoption of such Successor Rate and to permit the administration thereof in a manner substantially consistent with market practice (or, if the Parent or the Agent determines that the adoption of any portion of such market practice is not administratively feasible or that no market practice for the administration of such Successor Rate exists, in such other manner of administration as the Parent and the Agent determine (each acting reasonably)) including, without limitation:

(a) aligning any provision of a Finance Document to the use of that other benchmark rate;

(b) making adjustments to such Successor Rate and this Agreement to preserve pricing in effect at the time of selection of such Successor Rate (including adjustments to the pricing to reduce or eliminate, to the extent reasonably practicable, any transfer of economic value from one Party to another as a result of the application of that Successor Rate (and if any adjustment or method for calculating any adjustment has been formally designated, nominated or recommended by the Relevant Nominating Body, the adjustment shall (if the Parent so elects in its sole discretion) be determined on the basis of that designation, nomination or recommendation));

(c) enabling that Successor Rate to be used for the calculation of interest under this Agreement (including, without limitation, any consequential changes required to enable that Successor Rate to be used for the purposes of this Agreement); or

(d) providing appropriate fallback (and market disruption) provisions for that Successor Rate.

"**SEC**" means the U.S. Securities and Exchange Commission.

"**Secured Parties**" means each Finance Party from time to time party to this Agreement and any Receiver or Delegate.

"**Security**" means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect.

"**Selection Notice**" means a notice substantially in the form set out in Part 2 of Schedule 3 (*Requests and Notices*) or any other form agreed between the Agent and the Parent given in accordance with Clause 12 (*Interest Periods*) in relation to a Facility.

"**Specified Provisions**" has the meaning given to that term in Clause 9.9 (*Basket adjustment*).

"**Specified Time**" means a time determined in accordance with Schedule 9 (*Timetables*).

"**Squeeze Out Procedure**" means the squeeze-out procedure set out in the Target Constitutional Documents pursuant to which a person who has, directly or indirectly, acquired not less than ninety per cent. (90%) of the Target Shares carrying voting rights (on a non-diluted and on a fully diluted basis) following an Offer or otherwise, has the right to require the remaining shareholders of the Target to transfer their respective Target Shares to such person.

"**Structural Adjustment**" has the meaning given to it in Clause 38 (*Amendments and Waivers*).

"**Structure Memorandum**" means the structure memorandum prepared by [***] dated [***].

"**Subordinated Creditor**" has the meaning given to that term in the Intercreditor Agreement.

"**Subordinated Debt**" means any unsecured loans made by a shareholder of the Parent to the Parent which in each case:

(a) by their terms do not have a termination or final maturity date earlier than twelve months after the Termination Date;

(b) are recorded and evidenced in writing and governed by English Law; and

(c) are subject to the Intercreditor Agreement as "**Subordinated Liabilities**",

provided that, in the case of such loans made to, or loan notes issued by, the Parent, the lender or loan note holder thereof (as applicable) is a party to or accedes to the Intercreditor Agreement as a "Subordinated Creditor".

"**Subsidiary**" means any of:

(a) a subsidiary within the meaning of section 1159 of the Companies Act 2006; and

(b) an entity of which a person has direct or indirect control or owns directly or indirectly more than 50% of the voting capital or similar right or ownership and control for this purpose means the power to direct the management and the policies of the entity whether through the ownership or voting capital, by contract or otherwise.

"**Successor Rate**" has the meaning given to that term in Clause 38.5 (*Replacement of Screen Rate*).

"**Super Majority Lenders**" means a Lender or Lenders whose Commitments are in aggregate 85% or more of the Total Commitments (or, if the Total Commitments have been reduced to zero, aggregated 85% or more of the Total Commitments immediately prior to that reduction).

"**Super Senior Cap**" means the greater of $[***] and [***]% of Consolidated Pro Forma EBITDA provided that the Super Senior Cap shall not, at any time, exceed $[***].

"**Super Senior Finance Documents**" means the Super Senior RCF Agreement and each other "Finance Document" as defined therein.

"**Super Senior RCF Agreement**" means a revolving facility agreement incurred under paragraph (a)(ii) of the definition of "Permitted Financial Indebtedness" and to be entered into between, amongst others, the Original Borrower and the lenders specified therein, providing for a revolving credit facility (up to the Super Senior Cap) for the provision of loan advances, letters of credit and other customary ancillary facilities.

"**Super Senior Facilities**" means the facilities made available and drawn and/or utilised (as the case may be) pursuant to the Super Senior RCF Agreement.

"**Swap Obligation**" means, with respect to any Guarantor, any obligation to pay or perform under any agreement, contract or transaction that constitutes a "swap" within the meaning of section 1a(47) of the Commodity Exchange Act.

"**Swedish Pledge Agreement**" has the meaning given to that term in paragraph 2(b)(vi) (*Finance Documents*) of Part 1 of Schedule 2 (*Conditions precedent*).

"**TARGET Day**" means any day on which TARGET2 is open for the settlement of payments in euro.

"**Target**" means Aspire Global PLC, a public limited liability company registered under the laws of Malta and bearing company registration number C 80711 and having its registered office at Level G, Office 1/5086, Quantum House, 75, Abate Rigord Street, Ta' Xbiex, Malta XBX 1120, Malta.

"**Target Constitutional Documents**" means the articles of association of the Target, as amended from time to time.

"**Target Group**" means the Target and each of its Subsidiaries.

"**Target Shares**" means the issued shares of the Target.

"**TARGET2**" means the Trans-European Automated Real-time Gross Settlement Express Transfer payment system which utilises a single shared platform and which was launched on 19 November 2007.

"**Tax**" means any tax, levy, impost, duty or other charge or withholding of a similar nature (including any penalty or interest payable in connection with any failure to pay or any delay in paying any of the same) in any jurisdiction.

"**Termination Date**" means:

(a) in relation to Facility B, the date falling six (6) years after the Closing Date; and

(b) in relation to the Accordion Facility, the date specified in the Accordion Facility Notice, which shall be no earlier than the Termination Date in relation to Facility B.

"**Title IV Plan**" means an "employee pension benefit plan" within the meaning of Section 3(2) of ERISA that is subject to Title IV of ERISA, other than a Multiemployer Plan, to which any ERISA Affiliate incurs or otherwise has any direct or indirect obligation or liability, contingent or otherwise.

"**Total Accordion Facility Commitments**" means the aggregate of the Accordion Facility Commitments.

"**Total Commitments**" means the aggregate of:

(a) the Total Facility B Commitments; and

(b) subject to Clause 2.2 (*Accordion Facility*), the Total Accordion Facility Commitments.

"**Total Facility B Commitments**" means the aggregate of the Total Facility B1 Commitments and the Total Facility B2 Commitments, being EUR 200,800,000 at the date of this Agreement.

"**Total Facility B1 Commitments**" means the aggregate of the Facility B1 Commitments, being EUR 187,700,000 at the date of this Agreement.

"**Total Facility B2 Commitments**" means the aggregate of the Facility B2 Commitments, being EUR 13,100,000 at the date of this Agreement.

"**Total Purchase Price**" means in respect of a Permitted Acquisition the aggregate of:

(a) the total cash consideration payable on completion and including any Financial Indebtedness repaid, associated taxes, fees, costs and expenses and stamp duty and similar charges that are payable in connection with the relevant acquisition;

(b) any non-contingent deferred consideration payable for that acquisition; and

(c) any Financial Indebtedness remaining in the acquired business or company or acquired by the member of the Group immediately following the date of acquisition,

provided that no amount shall be included more than once and (for the purposes of a Permitted Acquisition) to be calculated net of any cash on the balance sheet of the acquired company.

"**Trade Instruments**" means any performance bonds, advance payment bonds or documentary letters of credit issued in respect of liabilities of any member of the Group arising in the ordinary course of trading of that member of the Group.

"**Transaction Documents**" means the Finance Documents and the Acquisition Documents.

"**Transaction Security**" means the Security created or expressed to be created in favour of the Security Agent pursuant to the Transaction Security Documents.

"**Transaction Security Documents**" means:

(a) each of the documents listed as being a Transaction Security Document in Part 1 of Schedule 2 (*Conditions Precedent*);

(b) each of the documents listed as being a Transaction Security Document in Clause 24.31 (*Guarantors and Security*) and Clause 24.35 (*Conditions subsequent*); and

(c) any other document entered into by the Parent or any Obligor creating or expressed to create any Security over all or any part of its assets in respect of the obligations of the Parent or any of the Obligors under any of the Finance Documents.

"**Transfer Certificate**" means a certificate substantially in the form set out in Schedule 4 (*Form of Transfer Certificate*) or any other form agreed between the Agent and the Parent.

"**Transfer Date**" means, in relation to an assignment or a transfer, the later of:

(a) the proposed Transfer Date specified in the relevant Assignment Agreement or Transfer Certificate; and

(b) the date on which the Agent executes the relevant Assignment Agreement or Transfer Certificate.

"**Treasury Transactions**" means any derivative transaction entered into in connection with protection against or benefit from fluctuation in any rate or price.

"**Unpaid Sum**" means any sum due and payable but unpaid by an Obligor under the Finance Documents.

"**US**" and "**United States**" means the United States of America, its territories and possessions or the District of Columbia.

"**US Bankruptcy Law**" means Title 11 of the United States Code.

"**US Obligor**" means any Obligor incorporated under the laws of the United States, any state thereof, or the District of Columbia.

"**Utilisation**" means a Loan.

"**Utilisation Date**" means the date of the Utilisation, being the date on which the relevant Loan is to be made.

"**Utilisation Request**" means a notice substantially in the relevant form set out in Part 1 of Schedule 3 (*Requests and Notices*).

"**VAT**" means:

(a) any tax imposed in compliance with the Council Directive of 28 November 2006 on the common system of value added tax (EC Directive 2006/112); and

(b) any other tax of a similar nature, whether imposed in a member state of the European Union in substitution for, or levied in addition to, such tax referred to in paragraph (a) above, or imposed elsewhere.

"**Value Added Tax Act**" means the Value Added Tax Act 1994 or any other applicable statute or law relating to VAT in any relevant jurisdiction.

"**Waived Amount**" has the meaning given to that term in Clause 9.7 (*Right to refuse prepayment*).

"**Withdrawal Event**" means the withdrawal of any participating member state of the European Union from the single currency of the participating member states of the European Union and/or the redenomination of the euro into any other currency by the government of any current or former participating member state of the European Union and/or the withdrawal (or any vote or referendum electing to withdraw) of any member state from the European Union.

"**Working Capital**" has the meaning given to that term in Clause 23.1 (*Financial definitions*).

1.2 **Construction**

(a) Unless a contrary indication appears a reference in this Agreement to:

(i) the "Agent", any "Finance Party", any "Lender", any "Obligor", any "Party", any "Secured Party", the "Security Agent" or any other person shall be construed so as to include its successors in title, permitted assigns and permitted transferees to, or of, its rights and/or obligations under the Finance Documents and, in the case of the Security Agent, any person for the time being appointed as Security Agent or Security Agents in accordance with the Finance Documents;

(ii) a document in "**agreed form**" is a document which is previously agreed in writing by or on behalf of the Parent and the Agent (acting reasonably);

(iii) "**assets**" includes present and future properties, revenues and rights of every description;

(iv) a "**Finance Document**" or a "**Transaction Document**" or any other agreement or instrument is a reference to that Finance Document or Transaction Document or other agreement or instrument as amended (however fundamentally), novated, supplemented, extended, restated or replaced from time to time (whether or not such amendment, novation, supplement, extension, restatement or replacement was contemplated as at the date of this Agreement), and including cases where the amendments concerned involve an increase, extension or other change (however great) to any facility or the grant of any Accordion Facility or other additional facility (however great);

(v) the "**insolvency proceedings**" or "**insolvent**" or "**winding-up**", "**dissolution**" or "**administration**" of a company or corporation shall be construed so as to include any equivalent or analogous proceedings under the law of the jurisdiction in which such company or corporation is incorporated or any jurisdiction in which such company or corporation carries on business including, without limitation, the seeking of liquidation, winding-up, reorganisation, dissolution, administration, arrangement, adjustment, protection from creditors or relief of debtors, as well as: (i) a liquidation, winding-up, dissolution, administration or a debt arrangement, as such terms are determined under the Israeli Companies Law and the Israeli Insolvency Law; (ii) the appointment of a receiver or trustee ("*baal tafkid*"), as such term is understood under the Israeli Insolvency Law; (iii) a reorganisation order, freeze order, stay of proceedings order ("*Ikuv Halichim*") (or other similar remedy), relief of debtors, an order for commencing proceedings ("*Tzav Ptichat Halichim*"); or (iv) the recognition of a foreign proceeding with respect to an insolvency of a company ("*Hakara be Halich Zar*"), as such term is understood under the Israeli Insolvency Law;

(vi) a "**group of Lenders**" includes all the Lenders;

(vii) "**guarantee**" means (other than in Clause 20.1 (*Guarantee and indemnity*)) any guarantee, letter of credit, bond, indemnity or similar assurance against loss, or any obligation, direct or indirect, actual or contingent, to purchase or assume any indebtedness of any person or to make an investment in or loan to any person or to purchase assets of any person where, in each case, such obligation is assumed in order to maintain or assist the ability of such person to meet its indebtedness;

(viii) "**including**" means including without limitation and "**includes**" and "**included**" shall be construed accordingly;

(ix) "**indebtedness**" includes any obligation (whether incurred as principal or as surety) for the payment or repayment of money, whether present or future, actual or contingent;

(x) a "**person**" includes any individual, firm, company, corporation, government, state or agency of a state or any association, trust, joint venture, consortium, partnership or other entity (whether or not having separate legal personality);

(xi) a "**regulation**" includes any regulation, rule, official directive, request or guideline (whether or not having the force of law, but if not having the force of law, being of a type with which persons to who it is directed are expected and accustomed to comply) of any governmental, intergovernmental or supranational body, agency, department or of any regulatory, self-regulatory or other authority or organisation;

(xii) "**shares**" or "**share capital**" includes shares and other forms of equity or other ownership interests and equity securities such as partnership capital (and "**shareholder**" and similar expressions shall be construed accordingly);

(xiii) a provision of law is a reference to that provision as amended or re-enacted;

(xiv) a time of day is a reference to London time; and

(xv) references to the Patriot Act herein in the context of necessary "know your customer" or other similar checks under all applicable laws and regulations shall apply if and to the extent applicable or relevant for such checks.

(b) Section, Clause and Schedule headings are for ease of reference only.

(c) Unless a contrary indication appears, a term used in any other Finance Document or in any notice given under or in connection with any Finance Document has the same meaning in that Finance Document or notice as in this Agreement.

(d) A Default, Event of Default or a Major Default is "**continuing**" if it has not been remedied or waived.

(e) Any term defined in the Finance Documents by reference to the meaning of such term under the Accounting Principles shall have the meaning given to such term as at the date the relevant Finance Document is signed.

(f) A wholly owned Subsidiary includes a Subsidiary where any share is held by a nominee on behalf of the relevant Holding Company or in which any share is required to be held by a director or similar officer of that Subsidiary under any applicable local law or that of any Relevant Jurisdiction of that Subsidiary.

(g) Unless a contrary intention appears, a reference to a basket amount, threshold or limit expressed in a particular currency included the equivalent of such amount, threshold or limit in other currencies.

(h) From the Closing Date until the earlier of (i) the date falling 90 days after the Control Date and (ii) the date it becomes an Additional Guarantor, each member of the Group which is required to become an Additional Guarantor in accordance with paragraph (a) of Clause 24.31 (*Guarantors and Security*) within 90 days of the Control Date, or which the Parent has requested shall become an Additional Guarantor under paragraph (a) of Clause 28.4 (*Additional Guarantors*), shall be deemed to be an Obligor for the purposes of the definitions of Permitted Acquisition, Permitted Disposal, Permitted Distribution, Permitted Financial Indebtedness, Permitted Guarantee, Permitted Hedging Transaction, Permitted Joint Venture, Permitted Loan, Permitted Merger, Permitted Payment, Permitted Security, Permitted Share Issue and Permitted Transaction and Clause 24.16 (*Arm's length basis*) notwithstanding the fact it is not an Obligor at such time.

(i) Any matter or circumstance being permitted in a Finance Document is to be construed as a reference to any matter or circumstance which is not expressly prohibited (whether contained in one provision or term of a Finance Document or by reading two or more provisions or terms of the Finance Documents).

(j) Any reference in this Agreement or any other Finance Document to a merger, consolidation, amalgamation, conveyance, disposal, assignment, sale, disposition or transfer, or similar term, shall be deemed to apply to a division of or by a limited liability company, corporation or partnership, or an allocation of assets to a series of or one or more limited liability companies, partnerships or corporations, or the unwinding of such a division or allocation, as if it were a merger, consolidation, amalgamation conveyance, disposal, assignment, sale, disposition or transfer, or similar term, as applicable, to, of or with a separate person. Any division of a limited liability company, corporation or partnership shall be deemed to constitute the formation of a separate person, and any such division shall constitute a separate person hereunder and under the other Finance Documents (and each division of any limited liability company, corporation or partnership that is a subsidiary, joint venture or any other like term shall also constitute such a person or entity).

1.3 **Currency Symbols and Definitions**

"**EUR**", "**Euro**" and "**euro**" means the single currency unit of the Participating Member States, "**USD**", "**$**" and "**US Dollars**" denotes the lawful currency of the United States and "**GBP**", "**£**" and "**sterling**" denotes the lawful currency of the United Kingdom.

1.4 **Third party rights**

(a) Unless expressly provided to the contrary in a Finance Document, a person who is not a Party has no right under the Contracts (Rights of Third Parties) Act 1999 (the "**Third Parties Act**") to enforce or enjoy the benefit of any term of this Agreement.

(b) Notwithstanding any term of any Finance Document, the consent of any person who is not a Party is not required to rescind or vary this Agreement at any time.

1.5 **Provision of information by Directors**

If any provision of a Finance Document requires a director, secretary or other authorised officer of any member of the Group to provide any information, certify any matter or to make any presentation, any such provision, certification or presentation shall (provided that it is made in good faith and with all due knowledge and enquiry and subject always to law and regulation) be made without personal liability on the part of such director, secretary or other authorised officer (other than in the case of fraud or wilful default).

1.6 **Fluctuations in exchange rates**

(a) For the avoidance of doubt, for the purposes of Clause 21 (*Representations*) (and related definitions), Clause 24 (*General Undertakings*) (and related definitions) or Clause 25 (*Events of Default*) (and related definitions) but excluding any Event of Default resulting from a breach of Clause 23 (*Financial Covenant*), a reference to an amount (or its equivalent in another currency or currencies) shall be determined by reference to the rate of exchange on the date of incurrence or making of a particular disposal, acquisition, investment, lease, loan, debt or guarantee or taking any other relevant action and any subsequent exchange rate fluctuation shall not cause an Event of Default or the breach of any provision of Clause 24 (*General Undertakings*) or misrepresentation in respect of any provision of Clause 21 (*Representations*).

(b) For the purposes of calculating any debt amount required in relation to Clause 23 (*Financial Covenant*) or the definitions thereunder or any calculation of Leverage under this Agreement, the applicable rate of exchange shall be the weighted average for the same period as the rate of exchange used for the calculation of Consolidated EBITDA for the Relevant Period, provided that where the Group has entered into foreign exchange hedging in respect of any debt, the exchange rate used in relation to that debt shall be the relevant fixed exchange rate under such foreign exchange hedging.

1.7 **Calculation of Commitments**

For the purposes of ascertaining whether any relevant percentage of Commitments or Loans has been obtained under or established for the purposes of this Agreement, including, without limitation, for the purposes of establishing whether any Lender or relevant group of the Lenders has given its consent or approval to any matter, or in order to determine any Lender's share of Commitments or Loans or the application of prepayments where in relation to those Commitments and/or Loans the currency of such Commitments and/or Loans is not the same or for any other purpose, that the Agent, acting reasonably, shall consider necessary in relation to the discharge of its duties under this Agreement (including, but not limited to, in respect of any voluntary prepayment or mandatory prepayment but excluding, for the avoidance of doubt, in determining compliance with the provisions of Clause 23 (*Financial Covenant*)), the Agent may notionally convert into the Base Currency any Commitment or Loan not denominated in the Base Currency using the Agent's Spot Rate of Exchange as at the relevant time.

1.8 **Contractual recognition of bail-in**

The provisions of clause 33.3 (*Contractual recognition of bail-in*) of the Intercreditor Agreement shall apply to this Agreement and shall be deemed to be incorporated in full herein (together with all related definitions).

1.9 **Calculation Adjustments**

(a) For the purposes of calculating Consolidated Total Net Debt for the purposes of the calculation of Leverage in paragraphs (c)(ii) and (d) of the definition of "Permitted Payment" and the definition of "Ratio Debt Amount" and Borrowings for the purpose of calculating Debt Service, for the purposes of the calculation of the Fixed Charge Cover Ratio in paragraph (c)(iv) of the definition of "Permitted Payment", the following adjustments shall be made:

(i) Borrowings shall be calculated by reference to the Borrowings outstanding on the date of the relevant calculation (such Borrowings being the "**Additional Borrowings**" and date of the relevant calculation being the "**Calculation Date**") (and not by reference to those outstanding on the last day of the Relevant Period in respect of which the accounts by which the calculation of Leverage is to be made were delivered);

(ii) all committed but undrawn term facilities (for the avoidance of doubt, excluding the Super Senior Facilities) available to the Group (or any member thereof) on the Calculation Date shall be assumed to have been drawn down in full and constitute Borrowings (the "**Committed Term Facility Drawings**"); and

(iii) the Financial Indebtedness of any company, business, undertaking or collection of assets which is the target of a future Permitted Acquisition (the "**Future Target Entity**") which has not yet completed but in respect of which the Group (or any member thereof) is legally committed, which it is anticipated will remain outstanding immediately following the completion of such acquisition, will be included as Borrowings (to the extent they fall within the definition of "Borrowings") and the sources and uses of funds (including (without double counting) any anticipated Borrowings) in respect of such future Permitted Acquisition will be taken into account in the calculation of Consolidated Total Net Debt (all such anticipated Borrowings being the "**Future Borrowings**"),

and in calculating the Fixed Charge Cover Ratio for the purposes referred to above, (x) finance charges (calculated on the same basis as Finance Charges) in respect of the Borrowings referred to in paragraphs (i) to (iii) (inclusive) above shall be taken into account by assuming that such Borrowings had been outstanding for the applicable Relevant Period and (y) any interest income accrued as a receivable (whether or not paid) on cash and Cash Equivalent Investments anticipated to be on the balance sheet of the Future Target Entity immediately following completion of a Permitted Acquisition referred to in paragraph (iii) above shall be deducted from such finance charges (on the same basis as deducted in the calculation of Finance Charges) by assuming that such cash and Cash Equivalent Investments had been held as cash and Cash Equivalent Investments for the applicable Relevant Period.

(b) For the purposes of calculating Consolidated Pro Forma EBITDA for the purposes of:

(i) the calculation of Leverage in:

(A) paragraph (g)(vi) of the definition of "Permitted Acquisition"; and/or

(B) paragraph (b)(ii) of Clause 2.2 (*Accordion Facility*);

where adjustments are being made in respect of the calculation of Leverage as contemplated in paragraphs (a)(i), (ii) and/or (iii) above; and/or

(ii) the calculation of the Fixed Charge Cover Ratio in paragraph (c)(iv) of the definition of "Permitted Payment" where adjustments are being made in respect of the calculation of Borrowings as contemplated in paragraphs (a)(i), (ii) and/or (iii) above,

the pro forma effect of the use of the Additional Borrowings and the anticipated use of the Committed Term Facility Drawings, the Drawn Proceeds and/or the Future Borrowings shall be taken into account such that the earnings before interest, tax, depreciation and amortisation (calculated on the same basis as Consolidated EBITDA) of each relevant Future Target Entity for the twelve month period falling immediately prior to the Group legally committing to the relevant acquisition (adjusted pro forma to take into account any applicable Pro Forma Synergies) (assuming completion of the acquisition has occurred), and the Pro Forma Synergies from any Group Initiatives to be funded from such drawings, proceeds and/or borrowings, shall be included in the calculation of Consolidated Pro Forma EBITDA.

(c) For the purposes of calculating Consolidated Pro Forma EBITDA for the purposes of the calculation of Leverage in paragraphs (c)(ii) and (d) of the definition of "Permitted Payment" where adjustments are being made in respect of the calculation of Leverage as contemplated in paragraphs (a)(i), (ii) and/or (iii) above, the pro forma effect of the use of the Additional Borrowings and the anticipated use of the Committed Term Facility Drawings, the Drawn Proceeds and/or the Future Borrowings shall be taken into account such that the earnings before interest, tax, depreciation and amortisation (calculated on the same basis as Consolidated EBITDA) of each relevant Future Target Entity for the twelve month period falling immediately prior to the Group legally committing to the relevant acquisition (assuming completion of the acquisition has occurred), shall be included in the calculation of Consolidated Pro Forma EBITDA.

(d) With respect to any acquisition (a "**Relevant Acquisition**"), for the purposes of determining:

(i) whether any Financial Indebtedness that is being incurred in connection with such Relevant Acquisition is permitted to be incurred in compliance with the Finance Documents;

(ii) whether any Security or Quasi-Security in connection with such Relevant Acquisition is permitted in compliance with the Finance Documents;

(iii) any calculation of the ratios or financial metrics, including Consolidated EBITDA, Consolidated Pro Forma EBITDA, Leverage, and/or Fixed Charge Coverage Ratio; and

(iv) whether a Default or Event of Default is continuing, would result or otherwise exists,

at the option of the Parent, the date that any commitment (unilateral or otherwise) or offer with respect to such Relevant Acquisition is made (the "**Transaction Agreement Date**"), may be used as the applicable date of determination (rather than any other date specified under this Agreement), in each case with such pro forma adjustments as are appropriate and consistent with the Finance Documents. The calculation or testing of any ratios or financial metrics (including Consolidated EBITDA, Consolidated Pro Forma EBITDA, Leverage and/or Fixed Charge Coverage Ratio) as of a Transaction Agreement Date shall be by reference to the most recent Quarter Date for which Financial Statements have been delivered pursuant to the terms of this Agreement prior to the relevant Transaction Agreement Date, provided that if no Financial Statements have yet been delivered since the Closing Date, references to the most recent Quarter Date shall be replaced with the Closing Date, using the financial information as set out in the Base Case Model and for any calculation or testing of any such ratios or financial metrics (including Consolidated EBITDA, Consolidated Pro Forma EBITDA, Leverage and/or Fixed Charge Coverage Ratio), and in all cases with such pro forma adjustments as are appropriate and consistent with the Finance Documents.

(e) For the avoidance of doubt, if the Parent elects to use a Transaction Agreement Date as the applicable date of determination in accordance with the foregoing:

(i) any fluctuation or change in the Consolidated EBITDA, Consolidated Pro Forma EBITDA and/or Fixed Charge Coverage from the relevant Transaction Agreement Date to the date of consummation of such Relevant Acquisition will not be taken into account for purposes of determining whether such Relevant Acquisition or any other transaction undertaken in connection with such Relevant Acquisition is permitted or for the purposes of determining compliance by the Group with any other provision of this Agreement; and

(ii) compliance with any requirement relating to the absence of a Default or Event of Default may be determined as of the relevant Transaction Agreement Date and not as of any later date as would otherwise be required under this Agreement.

1.10 **Luxembourg terms**

In this Agreement, where it relates to a person incorporated in or organised under the laws of Luxembourg, a reference to:

(a) a "**winding up**", "**administration**", "**reorganisation**", "**insolvency**" or "**dissolution**" includes bankruptcy (*faillite*); insolvency, voluntary or judicial liquidation (*liquidation volountaire ou judiciaire*), composition with creditors (*concordat préventif de la faillite*); moratorium or suspension of payments (*sursis de paiement*); controlled management (*gestion controlee*), fraudulent conveyance and general settlement with creditors, reorganisation or similar laws affecting the rights of creditors generally;

(b) a "**receiver**", "**administrative receiver**", "**administrator**", "**trustee**", "**custodian**", "**sequestrator**", "**compulsory manager**", "**conservator**" or similar "**officer**" includes a *juge délégué*, *commissaire*, *juge commissaire*, *mandataire ad hoc*, *administrateur provisoire*, *liquidateur* or *curateur*;

(c) a "**lien**" or "**security interest**" includes any *hypothèque*, *nantissement*, *gage*, *privilege sûreté réelle, droit de rétention,* and any type of security in rem (*sûrete réelle*) or agreement or arrangement having a similar effect and any transfer of title by way of security;

(d) a "**guarantee**" includes any guarantee which is independent from the debt to which it relates and excludes any suretyship (*cautionnement*) within the meaning of articles 2011 and seq. of the Luxembourg Civil Code;

(e) a person being "**unable to pay its debts**" includes that person being in a state of cessation of payments (*cessation de paiements*) and a person which has lost its creditworthiness (*ébranlement de crédit*);

(f) "**by-laws**" or "**constitutional documents**" includes its up to date (restated) articles of association (*statuts coordonnés*)

(g) a "**director**" and/or a "**manager**" includes a *gérant* or an *administrateur*;

(h) a **"set off"** includes, for the purposes of Luxembourg law, legal set off; and

(i) an "**attachment**" or similar creditors process means an executory attachment (*saisie exécutoire*) or conservatory attachment (*saisie arrêt*).

1.11 **Swedish terms**

(a) Notwithstanding any other provisions in this Agreement:

(i) the release of any Transaction Security governed by Swedish law; and

(ii) the disposal (including, without limitation, any conversion, set-off or forgiveness of indebtedness which is subject to perfected Transaction Security governed by Swedish law) or transfer of any asset, property and/or interests subject to perfected Transaction Security governed by Swedish law,

will always be subject to the prior written consent of the Security Agent (acting in its sole discretion and on a case by case basis without requiring any consent or consultation with any of the Secured Parties, the Parent or any member of the Group), unless:

(A) the assets the security over which is to be released are disposed of for full market value in cash and the proceeds are applied directly towards the relevant secured obligations (or are paid into a blocked account held with the Security Agent); or

(B) it is a transfer of shares made subject to the security interest created under, and in accordance with the terms of, any Transaction Security governed by Swedish law.

This provision therefore supersedes any conflicting provision in this Agreement and/or the other Finance Documents. Each Secured Party authorises the Security Agent to release such security at its discretion without notification or further reference to the Secured Parties.

(b) Any transfer by novation in accordance with the Finance Documents, shall, as regards Transaction Security governed by Swedish law, be deemed to take effect as an assignment and assumption or transfer of such rights, benefits, obligations and security interests and each such assignment and assumption or transfer shall be in relation to the proportionate part of the security interests granted under the relevant Swedish law governed Transaction Security.

1.12 **BXC**

A reference to "BXC" shall mean any entity (or entities), including any Lender, which would fall within the definition of BXC.

2. THE FACILITIES

2.1 **The Facilities**

(a) Subject to the terms of this Agreement, the Lenders make available:

(i) a euro term loan facility in an aggregate amount equal to the Total Facility B1 Commitments; and

(ii) a euro term loan facility in an aggregate amount equal to the Total Facility B2 Commitments.

(b) Facility B will be available only to the Original Borrower.

2.2 **Accordion Facility**

(a) The Parent may, from time to time, subject to the provisions of this Clause 2.2, establish one or more Accordion Facilities (which shall be structured as a new, stand-alone facility within this Agreement (which is not part of Facility B) or as an increase of a then existing Facility (other than Facility B)) by delivery to the Agent of an Accordion Facility Notice. Such Accordion Facility Notice shall not be regarded as having been duly completed unless it is signed by each party thereto and specifies the following matters in respect of such Accordion Facility:

(i) the purpose of the proposed Accordion Facility, which shall be any of the purposes permitted under paragraph (c) of Clause 3.1 (*Purpose*);

(ii) the proposed Accordion Facility Commitment;

(iii) the proposed (actual or anticipated) Accordion Facility Commitment Date;

(iv) the Borrower(s) under the Accordion Facility (which shall be the Original Borrower unless otherwise agreed with the Lender(s) in respect of that Accordion Facility (each, an "**Accordion Lender**") and the BXC Lenders);

(v) the Margin, any interest rate floor, the currency and the Termination Date for the Accordion Facility (which shall not fall prior to the Termination Date in relation to Facility B);

(vi) the person(s) to become Accordion Lenders in respect of the Accordion Facility and the amount of the commitments of such Accordion Facility allocated to each Accordion Lender; and

(vii) the Availability Period (including any agreed certain funds period) for the Accordion Facility and the notice period for delivery of a Utilisation Request for the purposes of Clause 5.1 (*Delivery of a Utilisation Request*).

(b) The Parent may only establish an Accordion Facility if:

(i) subject to Clause 1.9 (*Calculation Adjustments*), no Event of Default is continuing or would occur from the establishment or utilisation of that Accordion Facility (as determined (A) in respect of any Accordion Facility to be established for a purpose described under paragraph (c)(i) of Clause 3.1 (*Purpose*), the proceeds of which are required to be provided on a "certain funds" basis, on the Accordion Facility Commitment Date and (B) in respect of any other purpose, on the Accordion Facility Commitment Date and on the Utilisation Date in respect of such Accordion Facility); and

(ii) the amount of such Accordion Facility, when aggregated with the aggregate amount of all other Accordion Facility Commitments and Incremental Equivalent Debt commitments in force and outstanding (whether drawn or undrawn) at the same time such Accordion Facility Commitments are committed, shall not exceed the Available Accordion Amount;

(iii) that Accordion Facility shall not have any scheduled amortising repayments prior to the Termination Date for Facility B and the final repayment date for that Accordion Facility shall be no earlier than the Termination Date for Facility B;

(iv) that Accordion Facility shall not provide for any voluntary or mandatory prepayments other than in accordance with Clause 8 (*Illegality, Voluntary Prepayment and Cancellation*) and Clause 9 (*Mandatory Prepayment and Cancellation*);

(v) that Accordion Facility shall rank pari-passu with Facility B and shall not benefit from any guarantee or Security which does not also benefit the Facility B Lender;

(vi) that Accordion Facility does not contain any more onerous conditions on the Parent or the Group (including, without limitation, any additional financial maintenance covenant) than the existing Facilities prior to the establishment of such Accordion Facility, and the terms of such Accordion Facility are as set out in the applicable Accordion Facility Notice as required by paragraph (a) above (or, in the case of the matters specified in paragraphs (c)(i) and (c)(ii) below which are not included in such Accordion Facility Notice, in a separate fee letter) and otherwise are the same as or consistent with the terms (including in respect of call protection and prepayment fees) of this Agreement or, in each case, are otherwise introduced into this Agreement pursuant to and in accordance with paragraph (f) below; and

(vii) no Accordion Lender is a member of the Group.

(c) Any Accordion Facility shall be made available on the terms and conditions that the Accordion Lenders may agree with the Parent as set out in the Accordion Facility Notice, and (if applicable) as agreed pursuant to paragraphs (b)(v) above and (f) below, provided that:

(i) the yield on an MFN Accordion Facility will be no more than [***]% per annum (calculated on a fully drawn basis) above the yield applicable to Facility B on the Closing Date unless the Parent offers to increase the Margin on Facility B so that the yield on such MFN Accordion Facility would not exceed the yield applicable to Facility B as at the Closing Date ((assuming such increase was made on the Closing Date) by more than [***]% per annum; and yield shall be calculated as the weighted average cost of all economics, including without limitation, Margin, interest rate, any interest rate floor, call premia/fees, warrants, arrangement fees, upfront fees, OID and any other return of any nature (with such OID, arrangement and other upfront fees being equated to interest based on an assumed three year life to maturity));

(ii) subject to paragraph (i) above, the commitment fee, any arrangement fee, OID and other upfront fees payable to the Accordion Lenders (as the case may be) shall be that agreed between the Parent and the relevant Accordion Lenders; and

(iii) the Accordion Facility shall be repayable on the Termination Date for that Accordion Facility.

(d) Without prejudice to paragraph (c) above, an Accordion Facility shall only be established if:

(i) the execution of the Accordion Facility Notice relating to such Accordion Facility by the Parent, the relevant Borrower(s) and the relevant Accordion Lender(s) and delivery of such executed notice to the Agent.

(ii) any Accordion Lender which is not already a Lender has first acceded to this Agreement as a Lender and the Intercreditor Agreement as a "Senior Lender" (as defined in the Intercreditor Agreement) by duly completing, signing and delivering to the Agent an Accordion Lender Accession Deed;

(iii) each of the Agent and the Security Agent being satisfied that it has complied with all necessary "know your customer" or other similar checks under all applicable laws and regulations, including the Patriot Act, in relation to the additional Accordion Lender if it is not already a Lender. The Agent (on behalf of itself and the Security Agent) shall promptly notify the Parent and the additional Accordion Lender upon being so satisfied; and

(iv) the Parent has paid to the Agent (for the account of the relevant Accordion Lenders) or to the relevant Accordion Lenders any arrangement fee agreed between them and the Parent in respect of the Accordion Facility (if any) or otherwise as the Accordion Lenders and the Parent agree; and

(v) subject to the Agreed Security Principles, the Agent has received in form and substance satisfactory to it such documents (if any) as are reasonably necessary as a result of the establishment of that Accordion Facility to maintain the effectiveness of the existing Security, guarantees and other assurance against loss provided to the Finance Parties pursuant to the Finance Documents.

(e) Each Finance Party agrees and empowers the Agent and the Security Agent to (and the relevant Obligor shall promptly upon reasonable request by the Agent or the Security Agent in accordance with the Agreed Security Principles) execute any necessary amendments to or (subject to the Agreed Security Principles) the re-taking of the Transaction Security Documents as may be required in order to ensure that, subject to the Agreed Security Principles, any Accordion Loans rank pari passu with Facility B and that on and from any amendment made or to be made to the Finance Documents pursuant to paragraph (f) below, the Transaction Security Documents and any Security granted thereunder continues in full force and effect.

(f) Each Finance Party agrees and empowers the Agent and the Security Agent to execute (and the Agent and Security Agent shall execute upon the request of the Parent) any necessary amendments to the Finance Documents (including any consequential and incidental changes as may be required or desirable (and agreed with the Parent)) in order to incorporate the appropriate provisions for any Accordion Facility in such Finance Documents, provided that (i) prior to such amendment documentation being executed, the Parent shall have notified each Finance Party of the proposed amendments and circulated to them a copy of the proposed amendment documents, in each case via the Agent, (ii) such amendments may not include matters otherwise falling within Clause 38.3 (*Super Majority Lender matters and all Lender matters*), (iii) unless such amendments relate to the Accordion Facility only, such amendments benefit all Lenders, provided that this sub-paragraph (iii) is not permitted to be used to make any amendments which would have the effect of amending Clause 2.2 and (iv) such amendments shall become effective on the relevant Accordion Facility Commitment Date or, if specified in such notice, on the utilisation date thereof. Any amendment made pursuant to this paragraph (f) shall be binding on all parties. Each Obligor agrees to any such amendment permitted by this paragraph (f) which is agreed to by the Parent. This includes any amendment which would, but for this paragraph (f), require the consent of all of the Guarantors.

(g) Once the terms of an Accordion Facility have been determined in accordance with this Clause 2.2 that Accordion Facility shall become effective and capable of being utilised upon the date specified in an Accordion Facility Notice executed by the Parent and delivered to the Agent or any later date on which the conditions set out in paragraph (d) are satisfied or as agreed between the Parent and the Accordion Lenders.

(h) On the date the Accordion Facility becomes effective:

(i) except as agreed to the contrary by the Parent and the relevant Accordion Lenders in accordance with this Clause 2.2, each of the Obligors and any Accordion Lender shall assume obligations towards one another and/or acquire rights against one another as the Obligors and the Accordion Lender would have assumed and/or acquired had the Accordion Lender been an Original Lender under an Accordion Facility;

(ii) each Accordion Lender shall become a Party as a Lender and any Accordion Lender and each of the other Finance Parties shall assume obligations towards one another and acquire rights against one another as that Accordion Lender and those Finance Parties would have assumed and/or acquired had the Accordion Lender been an Original Lender under an Accordion Facility; and

(iii) the Commitments of the other Lenders shall continue in full force and effect.

(i) For the avoidance of doubt, nothing in this Clause 2.2 shall oblige any Facility B Lender to participate in any Accordion Loan at any time and no consent is required from any Lender to effect any Accordion Facility other than a Lender (or new lenders) participating in it.

(j) The Parent shall promptly on demand pay the Agent and the Security Agent the amount of all costs and expenses (including legal fees) reasonably incurred by either of them and, in the case of the Security Agent, by any Receiver or Delegate in connection with any Accordion Loan under this Clause 2.2.

(k) Clause 26.5 (*Limitation of responsibility of Existing Lenders*) shall apply mutatis mutandis in this Clause 2.2 in relation to an Accordion Lender as if references in that Clause to:

(i) an Existing Lender were references to all the Lenders immediately prior to the relevant Accordion Facility becoming effective;

(ii) the New Lender were references to that Accordion Lender; and

(iii) a re-transfer and re-assignment were references to respectively a transfer and assignment.

(l) The Parent and each Obligor:

(i) irrevocably authorises the Parent to sign each Accordion Facility Notice and to agree, implement and establish Accordion Facilities in accordance with this Agreement on its behalf; and

(ii) confirms that the guarantees and indemnity recorded in Clause 20 (*Guarantee and Indemnity*) (or any applicable Accession Deed or other Finance Documents) and/or all Transaction Security granted by it will, subject only to any applicable limitations on such guarantee and indemnity referred to in Clause 20 (*Guarantee and Indemnity*) and any Accession Deed pursuant to which it became an Obligor or the terms of the Transaction Security Documents, extend to include the Accordion Loans and any other obligations arising under or in respect of the Accordion Facility Commitments.

2.3 **Increase**

(a) The Parent may by giving prior notice to the Agent by no later than the date falling ten Business Days after the effective date of a cancellation of:

(i) the Available Commitments of a Defaulting Lender in accordance with Clause 8.5 (*Right of cancellation in relation to a Defaulting Lender*); or

(ii) the Commitments of a Lender in accordance with Clause 8.1 (*Illegality*),

request that the Commitments relating to any Facility be increased (and the Commitments relating to that Facility shall be so increased) in an aggregate amount in the Base Currency of up to the amount of the Available Commitments or Commitments relating to that Facility so cancelled as follows:

(A) the increased Commitments will be assumed by one or more Lenders or other banks, financial institutions, trusts, funds or other entities (each an "**Increase Lender**") selected by the Parent (each of which shall not be a member of the Group) and each of which confirms in writing (whether in the relevant Increase Confirmation or otherwise) its willingness to assume and does assume all the obligations of a Lender corresponding to that part of the increased Commitments which it is to assume, as if it had been an Original Lender;

(B) each of the Obligors and any Increase Lender shall assume obligations towards one another and/or acquire rights against one another as the Obligors and the Increase Lender would have assumed and/or acquired had the Increase Lender been an Original Lender;

(C) each Increase Lender shall become a Party as a Lender and any Increase Lender and each of the other Finance Parties shall assume obligations towards one another and acquire rights against one another as that Increase Lender and those Finance Parties would have assumed and/or acquired had the Increase Lender been an Original Lender;

(D) the Commitments of the other Lenders shall continue in full force and effect; and

(E) any increase in the Commitments relating to a Facility shall take effect on the date specified by the Parent in the notice referred to above or any later date on which the conditions set out in paragraph (b) below are satisfied.

(b) An increase in the Commitments relating to a Facility will only be effective on:

(i) the execution by the Agent of an Increase Confirmation from the relevant Increase Lender; and

(ii) in relation to an Increase Lender which is not a Lender immediately prior to the relevant increase:

(A) the Increase Lender entering into the documentation required for it to accede as a party to the Intercreditor Agreement; and

(B) the Agent and the Security Agent being satisfied that it has complied with all necessary "know your customer" or other similar checks under all applicable laws and regulations, including the Patriot Act, in relation to the assumption of the increased Commitments by that Increase Lender. The Agent shall promptly notify the Parent and the Increase Lender upon being so satisfied.

(c) Each Increase Lender, by executing the Increase Confirmation, confirms (for the avoidance of doubt) that the Agent has authority to execute on its behalf any amendment or waiver that has been approved by or on behalf of the requisite Lender or Lenders in accordance with this Agreement on or prior to the date on which the increase becomes effective.

(d) The Parent shall promptly on demand pay the Agent and the Security Agent the amount of all costs and expenses (including legal fees) reasonably incurred by either of them and, in the case of the Security Agent, by any Receiver or Delegate in connection with any increase in Commitments under this Clause 2.3.

(e) The Increase Lender shall (unless otherwise agreed), on the date upon which the increase takes effect, pay to the Agent (for its own account) a fee in an amount equal to the fee which would be payable under Clause 26.4 (*Assignment or transfer fee*) if the increase was a transfer pursuant to Clause 26.6 (*Procedure for transfer*) and if the Increase Lender was a New Lender.

(f) The Parent may pay to the Increase Lender a fee in the amount and at the times agreed between the Parent and the Increase Lender in a Fee Letter.

(g) Clause 26.5 (*Limitation of responsibility of Existing Lenders*) shall apply mutatis mutandis in this Clause 2.3 in relation to an Increase Lender as if references in that Clause to:

(i) an "Existing Lender" were references to all the Lenders immediately prior to the relevant increase;

(ii) the "New Lender" were references to that "Increase Lender"; and

(iii) a "re-transfer and re-assignment" were references to respectively a "transfer" and "assignment".

2.4 **Finance Parties' rights and obligations**

(a) The obligations of each Finance Party under the Finance Documents are several. Failure by a Finance Party to perform its obligations under the Finance Documents does not affect the obligations of any other Party under the Finance Documents. No Finance Party is responsible for the obligations of any other Finance Party under the Finance Documents.

(b) The rights of each Finance Party under or in connection with the Finance Documents are separate and independent rights and any debt arising under the Finance Documents to a Finance Party from an Obligor is a separate and independent debt in respect of which a Finance Party shall be entitled to enforce its rights in accordance with paragraph (c) below. The rights of each Finance Party include any debt owing to that Finance Party under the Finance Documents and any part of a Loan or any other amount owed by an Obligor which relates to a Finance Party's participation in the Facility or its role under a Finance Document (including any such amount payable to the Agent on its behalf) is a debt owing to that Finance Party by that Obligor.

(c) A Finance Party may, except as otherwise stated in the Finance Documents, separately enforce its rights under or in connection with the Finance Documents.

2.5 **Obligors' Agent**

(a) Each Obligor (other than the Parent) by its execution of this Agreement or an Accession Deed irrevocably appoints the Parent (acting through one or more authorised signatories) to act on its behalf as its agent in relation to the Finance Documents and irrevocably authorises:

(i) the Parent on its behalf to supply all information concerning itself contemplated by this Agreement to the Finance Parties and to give all notices and instructions (including, in the case of a Borrower, Utilisation Requests), to execute on its behalf any Accession Deed, other agreement, to make such agreements and to effect the relevant amendments, supplements and variations capable of being given, made or effected by any Obligor notwithstanding that they may affect the Obligor, without further reference to or the consent of that Obligor; and

(ii) each Finance Party to give any notice, demand or other communication to that Obligor pursuant to the Finance Documents to the Parent,

and in each case the Obligor shall be bound as though the Obligor itself had given the notices and instructions (including, without limitation, any Utilisation Requests) or executed or made the agreements, or effected the amendments, supplements or variations, or received the relevant notice, demand or other communication and each Finance Party may rely on any action taken by the Parent on behalf of that Obligor.

(b) Every act, omission, agreement, undertaking, settlement, waiver, amendment, supplement, variation, notice or other communication given or made by the Obligors' Agent or given to the Obligors' Agent under any Finance Document on behalf of another Obligor or in connection with any Finance Document (whether or not known to any other Obligor and whether occurring before or after such other Obligor became an Obligor under any Finance Document) shall be binding for all purposes on that Obligor as if that Obligor had expressly made, given or concurred with it. In the event of any conflict between any notices or other communications of the Obligors' Agent and any other Obligor, those of the Obligors' Agent shall prevail.

3. PURPOSE

3.1 **Purpose**

(a) The Original Borrower shall apply all amounts borrowed by it under Facility B1 towards:

(i) where Interim Facility 1 has not been utilised in accordance with the terms of the Interim Facility Agreement:

(A) the refinancing on the Closing Date of principal and interest outstanding of the financial indebtedness in the Target Group existing prior to the Closing Date; and

(B) the purchase price for the Acquisition including any payment for the issued share capital of the Target contemplated under any of the Acquisition Documents; or

(ii) where Interim Facility 1 has been utilised in accordance with the terms of the Interim Facility Agreement, the refinancing of the principal and interest outstanding under Interim Facility 1; and

(iii) payment of the Acquisition Costs on the Closing Date,

in each case, as applied in accordance with the Funds Flow Statement and/or the Structure Memorandum.

(b) The Original Borrower shall apply all amounts borrowed by it under Facility B2 towards:

(i) where Interim Facility 2 has not been utilised in accordance with the terms of the Interim Facility Agreement, the general corporate and/or working capital purposes of the Group; and

(ii) where Interim Facility 2 has been utilised in accordance with the terms of the Interim Facility Agreement, the refinancing of the principal and interest outstanding under Interim Facility 2.

(c) Each Borrower shall apply all amounts borrowed by it under the Accordion Facility (and, to the extent agreed with the applicable Incremental Equivalent Debt Creditors, the applicable Incremental Equivalent Debt Finance Documents) towards:

(i) funding the consideration payable in respect of Permitted Acquisitions and the repayment and prepayment of any debt of a target group which is the subject of a Permitted Acquisition (including, without limitation, any interest, break costs, premia and hedging close out or termination costs) and the payment of any related fees, costs and expenses in respect of the foregoing;

(ii) to finance or refinance the Capital Expenditure requirements of the Group (including, without limitation, research and development costs);

(iii) to finance or refinance any restructuring fees, costs and expenses incurred by the Group (including, without limitation, in respect of Group Initiatives);

(iv) the general corporate and/or working capital purposes of the Group; and

(v) any other purpose approved by the Majority Lenders.

3.2 **Monitoring**

No Finance Party is bound to monitor or verify the application of any amount borrowed pursuant to this Agreement.

4. CONDITIONS OF UTILISATION

4.1 **Initial conditions precedent**

(a) The Lenders will only be obliged to comply with Clause 5.4 (*Lenders' participation*) in relation to any Loan if on or before the Closing Date, the Agent has received (or has waived the requirement to receive) all of the documents and other evidence listed in Part 1 of Schedule 2 (*Conditions Precedent*) in each case, unless expressly indicated otherwise, in form and substance satisfactory to the Agent (acting on the instructions of all the Majority Lenders, acting reasonably). The Agent shall notify the Parent and the Lenders promptly upon being so satisfied.

(b) Other than to the extent that the Majority Lenders notify the Agent in writing to the contrary before the Agent gives the notification described in paragraph (a) above, the Lenders authorise (and instruct) the Agent to give that notification. The Agent shall not be liable for any damages, costs or losses whatsoever as a result of giving any such notification.

4.2 **Further conditions precedent**

Subject to Clause 4.1 (*Initial conditions precedent*), the Lenders will only be obliged to comply with Clause 5.4 (*Lenders' participation*) in relation to a Loan other than one to which Clause 4.5 (*Utilisation during the Certain Funds Period*) or Clause 4.6 (*Accordion Loans during the Agreed Certain Funds Period*) applies if on the date of the Utilisation Request and on the proposed Utilisation Date:

(a) no Default is continuing or would result from the proposed Loan; and

(b) in relation to any Loan on the Closing Date, all the representations and warranties in Clause 21 (*Representations*) or, in relation to any other Loan, the Repeating Representations to be made by each Obligor are true in all material respects (unless already qualified in relation to materiality in which case, in all respects).

4.3 **Conditions relating to Optional Currencies**

A currency will constitute an Optional Currency in relation to an Accordion Facility Utilisation if:

(a) it is readily available in the amount required and freely convertible into the Base Currency in the wholesale market for that currency on the Quotation Day and the Utilisation Date for that Utilisation; and

(b) it has been approved by the Agent (acting on the instructions of the relevant Accordion Lenders in respect of such Accordion Facility) on or prior to receipt by the Agent of the relevant Utilisation Request for that Utilisation.

4.4 **Maximum number of Utilisations**

(a) The Original Borrower shall only be entitled to make one Utilisation Request in respect of the Facility B1 Loan.

(b) The Original Borrower shall only be entitled to make one Utilisation Request in respect of the Facility B2 Loan.

4.5 **Utilisation during the Certain Funds Period**

(a) Subject to Clause 4.1 (*Initial conditions precedent*), during the Certain Funds Period, a Lender will only be obliged to comply with Clause 5.4 (*Lenders' participation*) in relation to a Certain Funds Utilisation if on the proposed Utilisation Date:

(i) no Major Default is continuing or would result from the proposed Certain Funds Utilisation;

(ii) no Change of Control has occurred; and

(iii) it is not unlawful in any applicable jurisdiction for that Lender to lend or participate in that Certain Funds Utilisation.

(b) During the Certain Funds Period (save in circumstances where, pursuant to paragraph (a) above, a Lender is not obliged to comply with Clause 5.4 (*Lenders' participation*)), none of the Finance Parties shall be entitled to:

(i) cancel any of its Commitments to the extent to do so would prevent or limit the making of a Certain Funds Utilisation;

(ii) rescind, terminate or cancel this Agreement or any of the Facilities or exercise any similar right or remedy or make or enforce any claim under the Finance Documents it may have to the extent to do so would prevent or limit the making of a Certain Funds Utilisation; or

(iii) refuse to participate in the making of a Certain Funds Utilisation,

provided that immediately upon the expiry of the Certain Funds Period all such rights, remedies and entitlements shall be available to the Finance Parties notwithstanding that they may not have been used or been available for use during the Certain Funds Period.

4.6 **Accordion Loans during the Agreed Certain Funds Period**

Subject to Clause 4.1 (*Initial conditions precedent*), during the relevant Agreed Certain Funds Period, an Accordion Lender will only be obliged to comply with Clause 5.4 (*Lenders' participation*) in relation to the relevant Agreed Certain Funds Utilisation:

(a) if the relevant Accordion Lenders have agreed that the relevant Accordion Facility shall be made available on a "certain funds basis" for a specified purpose in connection with a Permitted Acquisition or such other agreed purpose, for such period and on such terms or conditions (if any) as the Parent and those Accordion Lenders shall agree and notify in writing to the Agent at least three (3) Business Days (or any such shorter period agreed with the Agent) prior to the date of the Utilisation Request; and

(b) the provisions of paragraphs (a) and (b) of Clause 4.5 (*Utilisation during the Certain Funds Period*) shall apply mutatis mutandis to any Accordion Loan provided on a "certain funds" basis during an Agreed Certain Funds Period.

5. UTILISATION – LOANS

5.1 **Delivery of a Utilisation Request**

(a) Subject to paragraphs (b) and (c) below, a Borrower may utilise a Facility by delivery to the Agent of a duly completed Utilisation Request not later than the Specified Time (or such shorter time period as may be agreed between the Parent and the Majority Lenders).

(b) The Lenders agree, subject to the conditions set out in Clause 4.1 (*Initial conditions precedent*) and on receipt of a Utilisation Request, to advance:

(i) an amount totalling the Total Facility B1 Commitment less (A) the Original Issue Discount and (B) if applicable, the Additional Original Issue Discount, on or prior to the Closing Date; and

(ii) an amount up to the Total Facility B2 Commitment on or prior to the end of the Availability Period applicable to Facility B2.

(c) The amount of the utilisation of Facility B1 requested by the Original Borrower shall be equal to the Total Facility B1 Commitment such that, for the avoidance of doubt, the total principal outstanding to the Lender and owed by the Original Borrower following the Utilisation of Facility B1 shall be the Total Facility B1 Commitments.

5.2 **Completion of a Utilisation Request for Loans**

(a) Each Utilisation Request for a Loan is irrevocable and will not be regarded as having been duly completed unless:

(i) it identifies the Facility to be utilised;

(ii) it identifies the relevant Borrower;

(iii) the proposed Utilisation Date is a Business Day within the Availability Period applicable to that Facility;

(iv) the currency and amount of the Loan complies with Clause 5.3 (*Currency and amount*); and

(v) the proposed Interest Period complies with Clause 12 (*Interest Periods*).

(b) Multiple Loans may be requested in a Utilisation Request where the proposed Utilisation Date is during the Certain Funds Period. Only one Loan may be requested in each subsequent Utilisation Request.

5.3 **Currency and amount**

(a) The currency specified in a Utilisation Request must be:

(i) in relation to Facility B1, the Base Currency; and

(ii) in relation to Facility B2, the Base Currency.

(b) The amount of the proposed Loan must be:

(i) for Facility B1, an amount equal to the Total Facility B1 Commitments;

(ii) for Facility B2, an amount equal to the Total Facility B2 Commitments; and

(iii) for an Accordion Facility, such amount in the relevant currency as agreed with the Accordion Lenders for the relevant Accordion Facility or, if less, the Available Facility for the relevant Accordion Facility.

5.4 **Lenders' participation**

(a) If the conditions set out in this Agreement have been met, each Lender shall make its participation in each Loan available by the Utilisation Date through its Facility Office.

(b) The amount of each Lender's participation in each Loan will be equal to the proportion borne by its Available Commitment to the relevant Available Facility immediately prior to making the Loan.

5.5 **Limitations on Utilisation**

(a) Facility B1 may only be utilised on or prior to the Closing Date.

(b) Facility B2 may not be utilised unless Facility B1 has been utilised or will be utilised at the same time.

5.6 **Cancellation of Commitment**

(a) The Facility B1 Commitments which, at that time, are unutilised shall be immediately cancelled at the end of the Availability Period for Facility B1.

(b) The Facility B2 Commitments which, at that time, are unutilised shall be immediately cancelled at the end of the Availability Period for Facility B2.

(c) Accordion Facility Commitments which, at that time, are unutilised shall be immediately cancelled at the end of the Availability Period for the relevant Accordion Facility.

6. OPTIONAL CURRENCIES

6.1 **Selection of currency**

A Borrower (or the Parent on its behalf) shall select the currency of an Accordion Facility Loan in a Utilisation Request.

6.2 **Unavailability of a currency**

If before the Specified Time on any Quotation Day:

(a) a Lender notifies the Agent that the Optional Currency requested is not readily available to it in the amount required; or

(b) a Lender notifies the Agent that compliance with its obligation to participate in a Loan in the proposed Optional Currency would contravene a law or regulation applicable to it,

the Agent will give notice to the relevant Borrower or the Parent to that effect by the Specified Time on that day. In this event, any Lender that gives notice pursuant to this Clause 6.2 will be required to participate in the Loan in the Base Currency (in an amount equal to that Lender's proportion of the Base Currency Amount and its participation will be treated as a separate Loan denominated in the Base Currency during that Interest Period.

6.3 **Agent's calculations**

Each Lender's participation in a Loan will be determined in accordance with paragraph (b) of Clause 5.4 (*Lenders' participation*).

7. REPAYMENT

7.1 **Repayment of Loans**

(a) The Parent shall repay the aggregate Facility B Loans in full on the Termination Date for Facility B.

(b) The Accordion Facility Borrower under each Accordion Facility shall repay the aggregate Accordion Loans under that Accordion Facility in full on the Termination Date for that Accordion Facility.

8. ILLEGALITY, VOLUNTARY PREPAYMENT AND CANCELLATION

8.1 **Illegality**

If it becomes unlawful in any applicable jurisdiction for a Lender to perform any of its obligations as contemplated by this Agreement or to fund, issue or maintain its participation in any Loan or if it becomes unlawful for any Affiliate of a Lender for that Lender to do so:

(a) that Lender shall promptly notify the Agent upon becoming aware of that event;

(b) upon the Agent notifying the Parent, each Available Commitment of that Lender will be immediately cancelled; and

(c) to the extent that the Lender's participation has not been transferred pursuant to Clause 38.7 (*Replacement of Lender*), each Borrower shall repay that Lender's participation in the Loans made to that Borrower on the last day of the Interest Period for each Loan occurring after the Agent has notified the Parent or, if earlier, the date specified by the Lender in the notice delivered to the Agent (being no earlier than the last day of any applicable grace period permitted by law) and that Lender's corresponding Commitment(s) shall be cancelled in the amount of the participations repaid.

8.2 **Voluntary cancellation**

Other than with respect to Facility B1 following the Closing Date, the Parent may, if it gives the Agent not less than five Business Days' (or such shorter period as the Majority Lenders may agree) prior notice, cancel the whole or any part (being a minimum amount of EUR 1,000,000 (or its equivalent in other currencies) or, in respect of the Accordion Facility, any other amount in the relevant currency as agreed with the Accordion Lenders for the relevant Accordion Facility) of an Available Facility. Any cancellation under this Clause 8.2 shall reduce the Commitments of the Lenders rateably under that Facility.

8.3 **Voluntary prepayment of Loans**

(a) Subject to paragraph (b) below, Clause 10.2 (*Interest and other amounts*) and Clause 14.5 (*Prepayment fees*), a Borrower to which a Loan has been made may, if it or the Parent gives the Agent not less than five Business Days' (or such shorter period as the Majority Lenders may agree) prior notice, prepay the whole or any part of that Loan (but, if in part, being an amount that reduces the Base Currency Amount of that Loan by a minimum amount of EUR 1,000,000 (or its equivalent in other currencies) in the case of Facility B and/or an Accordion Facility).

(b) A Loan may only be voluntarily prepaid after the last day of the Availability Period for the applicable Facility (or, if earlier, the day on which the applicable Available Facility is zero).

(c) Any voluntary prepayment under this Clause 8.3 shall be applied to reduce pro rata the Loans under the relevant Facility.

8.4 **Right of cancellation and repayment in relation to a single Lender**

(a) If:

(i) any sum payable to any Lender by an Obligor is required to be increased under Clause 13.3 (*Market disruption*) or paragraph (c) of Clause 15.2 (*Tax gross-up*);

(ii) any Lender claims indemnification from the Parent or an Obligor under Clause 15.3 (*Tax indemnity*) or Clause 16.1 (*Increased costs*); or

(iii) any Lender becomes a Non-Consenting Lender,

the applicable Borrower or the Parent may, whilst the circumstance giving rise to a Lender being a Non-Consenting Lender or the requirement for that increase or indemnification continues, give the Agent notice (if such circumstances relate to a Lender) of cancellation of the Commitment of that Lender and its intention to procure the repayment of that Lender's participation in the Loans.

(b) On receipt of a notice referred to in Clause paragraph (a) above in relation to a Lender, the Commitment of that Lender shall immediately be reduced to zero.

(c) On the last day of each Interest Period which ends after the Parent has given notice under paragraph (a) above in relation to a Lender (or, if earlier, the date specified by the Parent in that notice), each Borrower to which a Loan is outstanding shall repay that Lender's participation in that Loan together with all interest and other amounts accrued under the Finance Documents.

8.5 **Right of cancellation in relation to a Defaulting Lender**

(a) If any Lender becomes a Defaulting Lender, the Parent may, at any time whilst the Lender continues to be a Defaulting Lender, give the Agent three Business Days' notice of cancellation of each Available Commitment of that Lender.

(b) On the notice referred to in paragraph (a) above becoming effective, each Available Commitment of the Defaulting Lender shall immediately be reduced to zero.

(c) The Agent shall as soon as practicable after receipt of a notice referred to in paragraph (a) above, notify all the Lenders.

8.6 **Excess Cash Flow Voluntary prepayments**

(a) Subject to paragraph (b) below and the terms of the Intercreditor Agreement, a Borrower may, if it or the Parent gives the Agent not less than three Business Days' prior written notice (or such shorter period as the Majority Lenders may agree) prepay (such prepayments, "**Excess Cashflow Voluntary Prepayments**") the whole or any part of the amounts outstanding under Facility B, pro rata between Facility B1 and Facility B2 (and cancel corresponding Commitments), in an amount not exceeding the Prepayment Excess Cashflow for the Financial Year immediately prior to the Financial Year in which the Excess Cashflow Voluntary Prepayment is being made.

(b) The Borrowers shall not be permitted to make any Excess Cashflow Voluntary Prepayments to the extent that the aggregate amount over the life of the Facilities of all prepayments of Facility B pursuant to this Clause 8.6 and all prepayments of Facility B made pursuant to Clause 9.3 (*Excess Cashflow*) exceed (or will as a result of such prepayment exceed) the Maximum Aggregate ECF Amount.

9. MANDATORY PREPAYMENT AND CANCELLATION

9.1 **Exit**

Upon the occurrence of:

(a) a Change of Control; or

(b) the sale of all or substantially all of the assets of the Group whether in a single transaction or a series of related transactions,

(in either case, an "**Exit Event**"), the Parent shall notify the Agent promptly upon (or, at the Parent's election, in anticipation of) that Exit Event (and any such notice delivered in anticipation of an Exit Event may be revocable and/or conditional upon that Exit Event occurring). Upon such notification by the Parent, at the Parent's option (as specified in such notification):

(i) each Lender shall have 30 Business Days from the date of such notification to exercise an individual right (an "**Exit Event Individual Lender Put Option**") pursuant to a written notice issued to the Parent (a "**Put Option Notice**"):

(A) to cancel all its undrawn Commitments; and

(B) to require that all its outstanding participations in Utilisations are repaid with accrued interest and any other amounts accrued to that Lender under the relevant Finance Documents on a date specified in such Put Option Notice no earlier than the date falling 30 Business Days following the date of that Put Option Notice; or

(ii) with effect from the Exit Event, all outstanding undrawn Commitments of each Lender shall be immediately cancelled and outstanding participations in Utilisations shall become immediately due and payable together with accrued interest and any other amounts accrued to each Lender under the relevant Finance Documents (an "**Exit Event Sweep**").

9.2 **Disposal and Insurance Proceeds**

(a) For the purposes of this Agreement:

"**Disposal**" means a sale, lease, licence, transfer, loan or other disposal by a person of any asset, undertaking or business (whether by a voluntary or involuntary single transaction or series of transactions).

"**Disposal Proceeds**" means the Net Proceeds received by any member of the Group (including any amount receivable in repayment of intercompany debt) for any Disposal made by any member of the Group and except for Excluded Disposal Proceeds (as such baskets may be increased in accordance with Clause 9.9 (*Basket adjustment*)).

"**Excluded Disposal Proceeds**" means any Net Proceeds received by any member of the Group (including any amount receivable in repayment of intercompany debt) for any Disposal made by any member of the Group:

(i) which are, or are to be within 12 months of receipt, applied, committed to be applied or designated by the chief financial officer, chief executive officer or chief operating officer (or other equivalent senior officer) of the Parent for application in or towards reinvestment in the business, Permitted Acquisitions or Capital Expenditure (or in reimbursing a member of the Group for the same) and, if committed to be applied or designated by the chief financial officer, chief executive officer or chief operating officer (or other equivalent senior officer) of the Parent for application in that period, are actually applied within 18 months (or such longer period as the Majority Lenders may agree) of receipt by a member of the Group; or

(ii) where such Disposals are Permitted Disposals other than pursuant to paragraph (r) or (s) of such definition;

(iii) where the Net Proceeds are less than the greater of USD [***] (or its equivalent in other currencies) and [***] per cent. of Consolidated Pro Forma EBITDA in respect of an individual Disposal; and

(iv) not falling under paragraphs (i) to (iii) above to the extent that the Net Proceeds do not exceed the greater of USD [***] (or its equivalent in other currencies) and [***] per cent. of Consolidated Pro Forma EBITDA in aggregate in any Financial Year.

"**Excluded Insurance Proceeds**" means any Net Proceeds of an insurance claim:

(i) which are, or are to be, within 12 months of receipt, applied, committed to be applied or designated by the chief financial officer, chief executive officer or chief operating officer (or other equivalent senior officer) of the Parent for application:

(A) to meet a third party claim;

(B) to cover operating losses in respect of which the relevant claim was made;

(C) to replace, reinstate or repair an asset in respect of which such proceeds were received; or

(D) to cover business interruption and similar claims in respect of which the relevant insurance claim was made,

and, if committed to be applied or designated by the chief financial officer, chief executive officer or chief operating officer (or other equivalent senior officer) of the Parent for application in that period, are actually applied within 18 months (or such longer period as the Majority Lenders may agree) of receipt by a member of the Group;

(ii) where the Net Proceeds are less than the greater of USD [***] (or its equivalent in other currencies) and [***] per cent. of Consolidated Pro Forma EBITDA in respect of an individual insurance claim; and

(iii) not falling under paragraphs (i) and (ii) above to the extent that the Net Proceeds do not exceed the greater of USD [***] (or its equivalent in other currencies) and [***] per cent. of Consolidated Pro Forma EBITDA in aggregate in any Financial Year.

"**Insurance Proceeds**" means the Net Proceeds of any insurance claim received by any member of the Group except for Excluded Insurance Proceeds (as such baskets may be increased in accordance with Clause 9.9 (*Basket adjustment*)).

"**Net Proceeds**" means the proceeds of any disposal or insurance claim received in cash by a wholly owned member of the Group after deducting:

(i) fees, costs and expenses reasonably incurred by any member of the Group with respect to that disposal or claim to persons who are not members of the Group, management or their affiliates (including without limitation contracted bonus payments to management of a disposed business);

(ii) any tax incurred and required to be paid or reserved for by the seller or claimant in connection with that disposal or claim or the transfer of the proceeds thereof intra-Group (in each case, as reasonably determined by the seller or claimant);

(iii) amounts retained to cover anticipated liabilities reasonably expected to arise in connection with and within 12 months of a disposal (provided that any amounts not actually incurred within 12 months shall then be applied in prepayment unless constituting Excluded Disposal Proceeds or Excluded Insurance Proceeds (as the case may be));

(iv) reasonable costs of closure, relocation, reorganisation and restructuring, and costs incurred preparing the asset for disposal;

(v) amounts to be repaid to the entity disposed of in respect of intra-Group indebtedness; and

(vi) third party debt secured on the assets disposed of which is to be repaid out of those proceeds.

(b) Subject to Clause 9.7 (*Right to refuse prepayment*), the Borrowers shall (and the Parent shall ensure that the Borrowers will) prepay Loans in the following amounts at the times and in the order of application contemplated by Clause 9.6 (*Application of mandatory prepayments and cancellations*):

(i) the amount of any Disposal Proceeds; and

(ii) the amount of any Insurance Proceeds.

9.3 **Excess Cashflow**

(a) Within 20 Business Days after the due date for delivery of the Annual Financial Statements to the Agent, in relation to each complete Financial Year commencing after the Control Date, the Parent shall prepay Loans in the order of application contemplated by Clause 9.6 (*Application of mandatory prepayments and cancellations*) in an amount (if positive) equal to:

(i) the amount equal to the applicable percentage set out in paragraph (b) below of Excess Cashflow for such Financial Year; *less*

(ii) the Excess Cashflow Deduction Amount,

provided that the Borrowers shall not be required (nor shall there be any ability) to make any prepayments under this Clause 9.3 to the extent that the aggregate amount over the life of the Facilities of all prepayments of Facility B pursuant to this Clause 9.3 and all prepayments of Facility B made pursuant to Clause 8.6 (*Excess Cashflow Voluntary Prepayments*) exceed (or will as a result of such prepayment exceed) the Maximum Aggregate ECF Amount.

(b) The applicable percentage in respect of any mandatory prepayment under paragraph (a) above is set out in the table below opposite the applicable Leverage as demonstrated by the Annual Financial Statements for such Financial Year and, for this purpose, Leverage shall be calculated taking into account any prepayment made under paragraph (a) above until such time (if any) as such ratio falls to the next or subsequent level, whereupon that applicable percentage shall apply:

Leverage	**Percentage of Excess Cashflow**
Greater than or equal to [***]:1.00	[***] per cent.
Less than [***]:1.00 but greater than or equal to [***]:1.00	[***] per cent.
Less than [***]:1.00, but equal to or greater than [***]:1.00	[***] per cent.
Less than [***]:1.00	[***] per cent.

9.4 **[***] Perpetual License Prepayment**

Following the Closing Date, as soon as reasonably practicable following the replacement of the non-royalty-free perpetual license currently granted by the Group to [***] in the material Intellectual Property of the Group with a royalty-free perpetual license, the Parent shall repay and cancel (without premium or penalty) a euro equivalent amount of Loans in the order of application contemplated by Clause 9.6 (*Application of mandatory prepayments and cancellations*) equal to the GBP value of such amount paid by [***] pursuant to such arrangement (the "[***] **Perpetual License Prepayment**"), but in any event the [***] Perpetual License Prepayment shall be no greater than the euro equivalent amount of £[***] million in aggregate.

9.5 **Facility B2 mandatory prepayment**

As soon as reasonably practicable following the establishment of the Super Senior Facilities, the Parent shall repay and/or cancel (without premium or penalty) any outstanding portion of (and/or Available Commitments under) Facility B2 (a "**Facility B2 Prepayment**").

9.6 **Application of mandatory prepayments and cancellations**

(a) Subject to the Intercreditor Agreement, a prepayment pursuant to Clause 9.2 (*Disposal and Insurance Proceeds*), Clause 9.3 (*Excess Cashflow*) or Clause 9.4 (*[***] Perpetual License Prepayment*) shall be applied, pro rata in prepayment of Facility B Loans and, at the Parent's option, any other senior secured indebtedness ranking *pari passu* with Facility B (including, for the avoidance of doubt, Accordion Loans).

(b) Subject to paragraph (c) below, the Borrowers shall prepay Loans in the case of any prepayment relating to the amounts of Disposal Proceeds or Insurance Proceeds or the [***] Perpetual License Prepayment, promptly upon receipt of those proceeds (or such proceeds ceasing to be Excluded Disposal Proceeds or Excluded Insurance Proceeds, as the case may be).

(c) Subject to paragraph (d) below, the Parent may elect that any prepayment of Disposal Proceeds and Insurance Proceeds under Clause 9.2 (*Disposal and Insurance Proceeds*) or any prepayment pursuant to Clause 9.3 (*Excess Cashflow*) or a [***] Perpetual License Prepayment pursuant to Clause 9.4 (*[***] Perpetual License Prepayment*), be applied in prepayment of a Loan on the last day of the then current Interest Period relating to that Loan. If the Parent makes that election then a proportion of the Loan equal to the amount of the relevant prepayment will be due and payable on the last day of its then current Interest Period. The Parent may make an election under this Clause 9 in respect of any amounts which have been designated to be applied in respect of Excluded Disposal Proceeds and/or Excluded Insurance Proceeds but which have not been applied by the end of the relevant time period designated in such definitions.

(d) If the Parent has made an election under paragraph (c) above but an Event of Default has occurred and is continuing, that election shall no longer apply and a proportion of the Loan in respect of which the election was made equal to the amount of the relevant prepayment shall be immediately due and payable (unless the Majority Lenders otherwise agree in writing).

(e) For the avoidance of doubt, there shall be no requirement to deposit any Disposal Proceeds or Insurance Proceeds, the amount of any Excess Cashflow to be applied in accordance with Clause 9.3 (*Excess Cashflow*) or the proceeds of a [***] Perpetual License Prepayment in a holding or blocked account pending application (other than by way of prepayment) pursuant to this Agreement.

9.7 **Right to refuse prepayment**

(a) The Agent shall notify the Lenders as soon as practicable (but in any event six Business Days' (or such shorter period as the Parent and Majority Lenders may agree) prior to the date of the relevant prepayment) of any proposed prepayment of Loans under Clause 9.2 (*Disposal and Insurance Proceeds*), Clause 9.3 (*Excess Cashflow*) or Clause 9.4 ([***] *Perpetual License Prepayment*) (each a "**Refusable Prepayment**").

(b) Any Lender (a "**Non-Accepting Lender**") to which the proposed Refusable Prepayment would otherwise be made may, by giving not less than three Business Days' (or such shorter period as the Parent and Majority Lenders may agree) notice to the Agent prior to the date of the relevant prepayment, waive its right to prepayment (in whole or in part) pursuant to a Refusable Prepayment.

(c) If any Non-Accepting Lender delivers any notice under paragraph (b) above, the amount in respect of which that Non-Accepting Lender has waived its right to prepayment (the "**Waived Amount**") may be retained by the Parent and the Subsidiaries and/or be applied by the Parent or any of the Subsidiaries in accordance with the terms of this Agreement and/or be offered to the Lenders that are not Non-Accepting Lenders pro rata to their respective participations, provided that any balance of the Waived Amount not so distributed may (at the Parent's election) be retained by the Parent and the Subsidiaries and/or be applied by the Parent or any of the Subsidiaries in accordance with the terms of this Agreement.

9.8 **General**

(a) Where Excluded Disposal Proceeds and Excluded Insurance Proceeds include amounts which are intended to be used for a permitted purpose within a specified period (in each case as set out in the relevant definition of Excluded Disposal Proceeds or Excluded Insurance Proceeds), the Parent shall ensure that those amounts are used for that permitted purpose.

(b) Other than a prepayment following the occurrence of an Exit Event or pursuant to Clause 8.1 (*Illegality*) (to the extent necessary to comply with applicable laws), all prepayments to be made under this Agreement are subject to permissibility to the maximum extent under local law (including, without limitation, financial assistance, corporate benefit restrictions on up streaming of cash intra-group and the fiduciary and statutory duties of the directors of the relevant member of the Group).

(c) There will be no requirement to make any such mandatory prepayment where the Tax or other cost to the Group of making that prepayment or making funds available to another member of the Group to enable such prepayment to be made is equal to or exceeds [***] per cent. of the amount to be prepaid and, for the avoidance of doubt, the relevant amount shall remain available to the Group (and there shall be no obligation for the Group to open or maintain any blocked or cash collateral account for such amount). The Parent shall ensure that each member of the Group will use its reasonable endeavours and take reasonable steps to overcome any restrictions and/or minimise any costs of prepayment and/or (having regard to the Group's actual and forecast cashflow position) make an equivalent prepayment from other available funds. If at any time those restrictions are removed (or to the extent that equivalent amounts have not been applied to make that prepayment), any relevant proceeds will be applied in prepayment of the Facilities at the end of the next Interest Period.

9.9 **Basket adjustment**

(a) Not more than four times during the life of the Facilities, if, on the first Quarter Date following a Permitted Acquisition (other than the Acquisition), Consolidated EBITDA for the immediately preceding Relevant Period (calculated on a pro forma basis to take into account the earnings before interest, tax, depreciation and amortisation of the Acquired Entity acquired as a result of such Permitted Acquisition (calculated on the same basis as Consolidated EBITDA) for the same period) is increased by [***] per cent. or more (as certified by the chief financial officer, chief executive officer or chief operating officer (or other equivalent senior officer) of the Parent, in each case, acting reasonably) from the projected level of Consolidated EBITDA in the Base Case Model for that Relevant Period as a consequence of such Permitted Acquisition (such increase in Consolidated EBITDA (expressed as a percentage) being the "**Percentage Increase**"), then the Parent may elect in the relevant Compliance Certificate for such Quarter Date to increase any or all numerical "baskets" in the Specified Provisions (as defined below) from the amount of such "baskets" immediately prior to such Quarter Date by the Percentage Increase as specified in the relevant Compliance Certificate with effect from the date on which the relevant Compliance Certificate is delivered (and such baskets shall not subsequently be reduced following such Percentage Increase) provided that, in any Financial Year, the increase of any basket by reference to the relevant Percentage Increase shall not result in any such basket exceeding [***]% of the size of such basket as at the start of that Financial Year.

(b) The "**Specified Provisions**" are the fixed numerical baskets in:

(i) the definitions of Excluded Disposal Proceeds and Insurance Proceeds in Clause 9.2 (*Disposal and Insurance Proceeds*);

(ii) paragraphs (c), (l) and (s) of the definition of Permitted Disposal;

(iii) paragraph (i), (j), (l), (n) and (q) of the definition of Permitted Financial Indebtedness;

(iv) paragraphs (i) and (y) of the definition of Permitted Guarantee;

(v) the definition of Permitted Joint Venture;

(vi) paragraphs (g), (h), (i) and (r) of the definition of Permitted Loan;

(vii) paragraph (bb) of the definition of Permitted Security; and

(viii) paragraph (a) of the definition of Permitted Share Issue.

10. RESTRICTIONS

10.1 Notices of Cancellation or Prepayment

Any notice of cancellation, prepayment, authorisation or other election given by any Party under Clause 8 (*Illegality, Voluntary Prepayment And Cancellation*) or Clause 9.6 (*Application of mandatory prepayments and cancellations*) shall (subject to the terms of those Clauses) be irrevocable and, unless a contrary indication appears in this Agreement, shall specify the date or dates upon which the relevant cancellation or prepayment is to be made and the amount of that cancellation or prepayment.

10.2 Interest and other amounts

Any prepayment under this Agreement shall be made together with accrued interest on the amount prepaid and, subject to any Break Costs and to Clause 14.5 (*Prepayment fees*) below, without premium or penalty.

10.3 No reborrowing of a Facility

No Borrower may reborrow any part of a Facility which is prepaid.

10.4 Prepayment in accordance with Agreement

No Borrower shall repay or prepay all or any part of the Loans or cancel all or any part of the Commitments except at the times and in the manner expressly provided for in this Agreement.

10.5 **No reinstatement of Commitments**

Subject to Clause 2.3 (*Increase*), no amount of the Total Commitments cancelled under this Agreement may be subsequently reinstated.

10.6 **Agent's receipt of Notices**

If the Agent receives a notice under Clause 8 (*Illegality, Voluntary Prepayment and Cancellation*) or an election under Clause 9.6 (*Application of mandatory prepayments and cancellations*), it shall promptly forward a copy of that notice or election to either the Parent or the affected Lender, as appropriate.

10.7 **Effect of repayment and prepayment on Commitments**

If all or part of any Lender's participation in a Loan under a Facility is repaid or prepaid and is not available for redrawing an amount of that Lender's Commitment (equal to the Base Currency Amount of the amount of the Loan which is repaid or prepaid) in respect of that Facility will be deemed to be cancelled on the date of repayment or prepayment.

10.8 **No prepayment to Defaulting Lenders**

Notwithstanding any other provision of this Agreement, neither the Parent nor any Borrower shall be required to apply any amounts in prepayment of Loans made by a Defaulting Lender and no Defaulting Lender shall be entitled to share in the proceeds of any prepayment of Loans.

11. INTEREST

11.1 **Calculation of interest**

The rate of interest on each Facility B Loan (and any Accordion Loan denominated in the Base Currency) for each Interest Period is the percentage rate per annum which is the aggregate of the applicable:

(a) Margin; and

(b) EURIBOR.

11.2 **Payment of interest**

The Borrower to which a Loan denominated in the Base Currency has been made shall pay accrued interest representing the applicable Margin and EURIBOR in each case calculated in accordance with Clause 11.1 (*Calculation of interest*) (and taking into account any floor set out therein) on that Loan in cash on the last day of each Interest Period (and, if the Interest Period is longer than three Months, on the dates falling at three Monthly intervals after the first day of the Interest Period).

11.3 **Default interest**

(a) If an Obligor fails to pay any amount payable by it under a Finance Document on its due date, interest shall accrue on the overdue amount from the due date up to the date of actual payment (both before and after judgment) at a rate which, subject to paragraph (b) below, is [***] per cent. per annum higher than the rate which would have been payable if the overdue amount had, during the period of non-payment, constituted a Loan in the currency of the overdue amount for successive Interest Periods, each of a duration selected by the Agent (acting reasonably). Any interest accruing under this Clause 11.3 shall be immediately payable by the Obligor on demand by the Agent.

(b) If any overdue amount consists of all or part of a Loan which became due on a day which was not the last day of an Interest Period relating to that Loan:

(i) the first Interest Period for that overdue amount shall have a duration equal to the unexpired portion of the current Interest Period relating to that Loan; and

(ii) the rate of interest applying to the overdue amount during that first Interest Period shall be [***] per cent. per annum higher than the rate which would have applied if the overdue amount had not become due.

(c) Default interest (if unpaid) arising on an overdue amount will be compounded with the overdue amount at the end of each Interest Period applicable to that overdue amount but will remain immediately due and payable.

11.4 **Notification of rates of interest**

The Agent shall promptly notify the Lenders and the relevant Borrower (or the Parent) of the determination of a rate of interest under this Agreement.

11.5 **Calculation of interest in respect of an Accordion Facility**

Notwithstanding anything to the contrary in this Agreement, the rate of interest on any Accordion Loan not denominated in the Base Currency shall be the rate agreed with the relevant Accordion Facility Lenders and as indicated in the Accordion Facility Notice for those Accordion Facility Commitments.

12. INTEREST PERIODS

12.1 **Selection of Interest Periods and Terms**

(a) A Borrower (or the Parent on its behalf) may select an Interest Period for a Loan in the Utilisation Request for that Loan or (if the Loan has already been borrowed) in a Selection Notice.

(b) Each Selection Notice for a Loan is irrevocable and must be delivered to the Agent by a Borrower (or the Parent on its behalf) to which that Loan was made not later than the Specified Time.

(c) If a Borrower (or the Parent on its behalf) fails to deliver a Selection Notice to the Agent in accordance with paragraph (b) above, the relevant Interest Period will be three Months.

(d) Subject to this Clause 12, a Borrower (or the Parent) may select an Interest Period of:

(i) three Months in respect of Facility B; and

(ii) in respect of an Accordion Facility, such periods as specified in the relevant Accordion Facility Notice,

or any other period agreed between the Parent and the Agent (acting on the instructions of all the Lenders (each acting reasonably)) in relation to the relevant Loan.

(e) An Interest Period for a Loan shall not extend beyond the Termination Date applicable to its Facility.

(f) Each Interest Period for a Loan shall start on the Utilisation Date or (if already made) on the last day of its preceding Interest Period.

12.2 **Non-Business Days**

If an Interest Period would otherwise end on a day which is not a Business Day, that Interest Period will instead end on the next Business Day in that calendar month (if there is one) or the preceding Business Day (if there is not).

12.3 **Consolidation and division of Loans**

(a) Subject to paragraph (b) below, if two or more Interest Periods:

(i) relate to the Loans under the same Facility, in each case in the same currency;

(ii) end on the same date; and

(iii) are made to the same Borrower,

those Loans (as the case may be) will, unless that Borrower (or the Parent on its behalf) specifies to the contrary in the Selection Notice for the next Interest Period, be consolidated into, and treated as, a single Loan (as the case may be) on the last day of the Interest Period.

(b) Subject to Clause 4.4 (*Maximum number of Utilisations*) and Clause 5.3 (*Currency and amount*), if a Borrower (or the Parent on its behalf) requests in a Selection Notice that a Loan be divided into two or more Loans the Loan will, on the last day of its Interest Period, be so divided with amounts in the same currency specified in that Selection Notice, having an aggregate amount equal to the amount of that Loan immediately before its division.

13. CHANGES TO THE CALCULATION OF INTEREST

13.1 **Unavailability of Screen Rate**

(a) **Interpolated Screen Rate**

If no Screen Rate is available for EURIBOR for the Interest Period of a Loan, EURIBOR shall be the Interpolated Screen Rate for a period equal in length to the Interest Period of that Loan (subject to EURIBOR never being less than (in the case of Facility B) zero and (in the case of any Accordion Facility) the percentage rate per annum (if any) agreed with the Accordion Facility Lender and as indicated in the Accordion Facility Notice for those Accordion Facility Commitments).

(b) **Base Reference Bank Rate**

If paragraph (a) above applies but it is not possible to calculate the Interpolated Screen Rate, EURIBOR for the Interest Period of that Loan shall be the Base Reference Bank Rate as of the Specified Time for the currency of that Loan and for a period equal in length to the Interest Period of that Loan (subject to EURIBOR never being less than (in the case of Facility B) zero and (in the case of any Accordion Facility) the percentage rate per annum (if any) agreed with the Accordion Facility Lender and as indicated in the Accordion Facility Notice for those Accordion Facility Commitments).

(c) **Cost of funds**

If paragraph (b) above applies but no Base Reference Bank Rate is available for the relevant currency or Interest Period there shall be no EURIBOR for that Loan and Clause 13.4 (*Cost of funds*) shall apply to that Loan for that Interest Period.

13.2 **Calculation of Base Reference Bank Rate**

(a) Subject to paragraph (b) below, if EURIBOR is to be determined on the basis of a Base Reference Bank Rate but a Base Reference Bank does not supply a quotation by the Specified Time, the Base Reference Bank Rate shall be calculated on the basis of the quotations of the remaining Base Reference Banks.

(b) If at or about noon on the Quotation Day, none or only one of the Base Reference Banks supplies a quotation, there shall be no Base Reference Bank Rate for the relevant Interest Period.

13.3 **Market disruption**

If EURIBOR is determined on the basis of a Base Reference Bank Rate and before close of business in London on the date following one Business Day after the Quotation Day for the relevant Interest Period the Agent receives notifications from a Lender or Lenders (whose participations in a Loan exceed [***]% of that Loan) that the cost to it of funding its participation in that Loan from the wholesale market for the relevant currency would be in excess of EURIBOR then Clause 13.4 (*Cost of funds*) shall apply to that Loan for the relevant Interest Period.

13.4 **Cost of funds**

(a) If this Clause 13.4 applies, the rate of interest on the relevant Loan for the relevant Interest Period shall be the percentage rate per annum which is the sum of:

(i) the Margin; and

(ii) the greater of (x) [***]% per annum in the case of Facility B Loans only and (y) the weighted average of the rates notified to the Agent by each Lender as soon as practicable and in any event within three Business Days of the first day of that Interest Period (or, if earlier, on the date falling three Business Days before the date on which interest is due to be paid in respect of that Interest Period), to be that which expresses as a percentage rate per annum the cost to the relevant Lender of funding its participation in that Loan from whatever source it may reasonably select.

(b) If this Clause 13.4 applies and the Agent or the Parent so requires, the Agent and the Parent shall enter into negotiations (for a period of not more than 30 days) with a view to agreeing a substitute basis for determining the rate of interest.

(c) Any alternative basis agreed pursuant to paragraph (b) above shall, with the prior consent of all the Lenders and the Parent, be binding on all Parties.

(d) If this Clause 13.4 applies pursuant to Clause 13.3 (*Market disruption*), and:

(i) a Lender's Funding Rate is less than EURIBOR; or

(ii) a Lender does not supply a quotation by the time specified in paragraph (a)(ii) above,

the cost to that Lender of funding its participation in that Loan for that Interest Period shall be deemed, for the purposes of paragraph (a) above, to be EURIBOR.

(e) If this Clause 13.4 applies pursuant to Clause 13.1 (*Unavailability of Screen Rate*) but any Lender does not supply a quotation by the time specified in paragraph (a)(ii) above the rate of interest shall be calculated on the basis of the quotations of the remaining Lenders.

13.5 **Notification to the Parent**

If Clause 13.4 (*Cost of funds*) applies the Agent shall, as soon as is practicable, notify the Parent.

13.6 **Break Costs**

(a) Each Borrower shall, within three Business Days of written demand by a Finance Party, pay to that Finance Party its Break Costs attributable to all or any part of a Loan or Unpaid Sum being paid by that Borrower on a day other than the last day of an Interest Period for that Loan or Unpaid Sum.

(b) Each Lender shall, as soon as reasonably practicable after a demand by the Agent, provide a certificate confirming the amount of its Break Costs for any Interest Period in which they accrue and reasonable details of such Break Costs.

14. FEES

14.1 **Closing and funding fees**

The Parent shall pay (or shall procure payment) to the Original Lenders in respect of the Facility B such closing and funding fees in the amount and at the times agreed in the Closing Letter.

14.2 **Agency fee**

The Parent shall pay (or shall procure payment) to the Agent (for its own account) an agency fee in the amount and at the times agreed in a Fee Letter.

14.3 **Security Agency fee**

The Parent shall pay (or shall procure payment) to the Security Agent (for its own account) a security agency fee (as applicable) in the amount and at the times agreed in a Fee Letter.

14.4 **Non completion**

Notwithstanding the other provisions of this Clause 14 or any Fee Letter, if the Closing Date does not occur, none of the fees referred to in this Clause 14 shall be payable.

14.5 **Prepayment fees**

[***]

15. TAX GROSS-UP AND INDEMNITIES

15.1 **Definitions**

In this Agreement:

"**Protected Party**" means a Finance Party which is or will be subject to any liability or required to make any payment for or on account of Tax in relation to a sum received or receivable (or any sum deemed for the purposes of Tax to be received or receivable) under a Finance Document.

"**Qualifying Lender**" means in respect of tax imposed by Luxembourg, a Lender which is beneficially entitled to interest payable in respect of an advance under a Finance Document and is:

(a) entitled to receive interest, free of any withholding or deduction for or on account of Tax imposed by Luxembourg; or

(b) a Treaty Lender.

"**Tax Credit**" means a credit against, relief or remission for, or repayment of, any Tax.

"**Tax Deduction**" means a deduction or withholding for or on account of Tax from a payment under a Finance Document, other than a FATCA Deduction.

"**Tax Payment**" means either the increase in a payment made by an Obligor to a Finance Party under Clause 15.2 (*Tax gross-up*) or a payment under Clause 15.3 (*Tax indemnity*).

"**Treaty Lender**" means a Lender which:

(a) is treated as a resident of a Treaty State for the purposes of the Treaty;

(b) does not carry on a business in Luxembourg through a permanent establishment with which that Lender's participation in the Loan is effectively connected; and

(c) meets all other conditions in the relevant Treaty for full exemption from Luxembourg tax on interest, including the completion of any necessary procedural formalities.

"**Treaty State**" means a jurisdiction having a double taxation agreement (a "**Treaty**") with Luxembourg which makes provision for full exemption from tax imposed by Luxembourg on interest.

Unless a contrary indication appears, in this Clause 15 a reference to "**determines**" or "**determined**" means a determination made in the absolute discretion of the person making the determination, acting in good faith.

15.2 **Tax gross-up**

(a) Each Obligor shall make all payments to be made by it without any Tax Deduction, unless a Tax Deduction is required by law.

(b) The Parent shall promptly upon becoming aware that an Obligor must make a Tax Deduction (or that there is any change in the rate or the basis of a Tax Deduction) notify the Agent accordingly. Similarly a Lender shall promptly notify the Agent on becoming so aware in respect of a payment payable to that Lender. If the Agent receives such notification from a Lender it shall promptly notify the Parent and that Obligor.

(c) If a Tax Deduction is required by law to be made by an Obligor:

(i) the amount of the payment due from that Obligor shall be increased to an amount which (after taking into account any Tax Deduction) leaves an amount equal to the payment which would have been due if no Tax Deduction had been required; and

(ii) the relevant Obligor will:

(A) ensure that the Tax Deduction does not exceed the minimum amount required by law;

(B) pay to the relevant taxation authorities that Tax Deduction and any payment required in connection with it within the time allowed by law; and

(C) within thirty (30) days of making any Tax Deduction or any payment required in connection with it, deliver to Agent on behalf of the Lender evidence reasonably satisfactory to the Lender that such Tax Deduction has been made or (as applicable) such payment has been paid to the appropriate taxation authorities.

(d) A payment shall not be increased under paragraph (c) above by reason of a Tax Deduction on account of Tax imposed by Luxembourg, if on the date on which the payment falls due:

(i) the payment could have been made to the relevant Lender without a Tax Deduction if the Lender had been a Qualifying Lender, but on that date that Lender is not or has ceased to be a Qualifying Lender other than as a result of any change after the date it became a Lender under this Agreement in (or in the interpretation, administration or application of) any law, regulation or treaty or any published practice or published concession of any relevant taxing authority; or

(ii) the relevant Lender is an individual resident in Luxembourg for tax purposes or a tax transparent vehicle held by one or more individuals resident in Luxembourg and the Tax Deduction is made pursuant to the Luxembourg law dated 23 December 2005, as amended.

15.3 **Tax indemnity**

(a) The Parent shall (or shall procure that another Obligor will) (within five Business Days of demand by the Agent) pay to a Protected Party an amount equal to the loss, liability or cost which that Protected Party determines will be or has been (directly or indirectly) suffered for or on account of Tax by that Protected Party in respect of a Finance Document.

(b) Paragraph (a) above shall not apply:

(i) with respect to any Tax assessed on a Finance Party:

(A) under the law of the jurisdiction in which that Finance Party is incorporated or, if different, the jurisdiction (or jurisdictions) in which that Finance Party is treated as resident for tax purposes; or

(B) under the law of the jurisdiction in which that Finance Party's Facility Office is located in respect of amounts received or receivable in that jurisdiction,

to the extent that Tax is imposed on or calculated by reference to the net income, profits or gains received or receivable (but not any sum deemed to be received or receivable) by that Finance Party; or

(ii) to the extent a loss, liability or cost:

(A) is compensated for by an increased payment under Clause 15.2 (*Tax gross-up*), a payment under Clause 15.5 (*Stamp taxes*) or a payment under Clause 15.6 (*VAT*);

(B) would have been compensated for by an increased payment under Clause 15 (*Tax gross-up*) but was not so compensated solely because the exclusion in paragraph (d) of Clause 15.2 (*Tax gross-up*) applied; or

(C) relates to a FATCA Deduction required to be made by a Party.

(c) A Protected Party making, or intending to make a claim under paragraph (a) above shall promptly notify the Agent of the event which will give, or has given, rise to the claim, following which the Agent shall promptly notify the Parent.

(d) A Protected Party shall, on receiving a payment from an Obligor under this Clause 15.3, notify the Agent.

15.4 **Tax Credit**

If the Parent and/or an Obligor makes a Tax Payment and the relevant Finance Party determines (acting in good faith) that:

(i) a Tax Credit is attributable to an increased payment of which that Tax Payment forms part, to that Tax Payment or to a Tax Deduction in consequence of which that Tax Payment was required; and

(ii) that Finance Party has obtained and utilised that Tax Credit,

the Finance Party shall promptly pay an amount to the Obligor which that Finance Party determines (acting in good faith) will leave it (after that payment) in the same after-Tax position as it would have been in had the Tax Payment not been required to be made by the Obligor.

15.5 **Stamp taxes**

The Parent shall pay (or will procure that an Obligor shall pay) and, within five Business Days of demand, indemnify each Secured Party against any cost, loss or liability that Secured Party incurs in relation to all stamp duty, registration and other similar Taxes payable in respect of any Finance Document **provided that** this Clause 15.5 shall not apply to any such stamp tax which is: (i) payable in respect of a transfer, assignment or sub-participation made by a Lender, except where such transfer, assignment or sub-participation is made at the request of the Obligor; or (ii) imposed upon registration by a Lender of the Finance Documents with the *Administration de l'Enregistrement, des Domaines et de la TVA* in Luxembourg when such registration is not required to maintain, preserve, establish or enforce the rights of that Lender under the Finance Documents.

15.6 **VAT**

(a) All amounts expressed to be payable under a Finance Document by any Party to a Finance Party which (in whole or in part) constitute the consideration for any supply for VAT purposes are deemed to be exclusive of any VAT which is chargeable on that supply, and accordingly, subject to paragraph (b) below, if VAT is or becomes chargeable on any supply made by any Finance Party to any Party under a Finance Document and such Finance Party is required to account to the relevant tax authority for the VAT, such Finance Party shall promptly provide an appropriate VAT invoice to such Party and, provided such an invoice has been provided, that Party must pay to such Finance Party (in addition to and at the same time as paying any other consideration for such supply) an amount equal to the amount of the VAT.

(b) If VAT is or becomes chargeable on any supply made by any Finance Party (the "**Supplier**") to any other Finance Party (the "**Recipient**") under a Finance Document, and any Party other than the Recipient (the "**Relevant Party**") is required by the terms of any Finance Document to pay an amount equal to the consideration for that supply to the Supplier (rather than being required to reimburse or indemnify the Recipient in respect of that consideration):

(i) (where the Supplier is the person required to account to the relevant tax authority for the VAT) the Relevant Party must also pay to the Supplier (at the same time as paying that amount) an additional amount equal to the amount of the VAT. The Recipient must (where this paragraph (b)(i) applies) promptly pay to the Relevant Party an amount equal to any credit or repayment the Recipient receives from the relevant tax authority which the Recipient reasonably determines relates to the VAT chargeable on that supply; and

(ii) (where the Recipient is the person required to account to the relevant tax authority for the VAT) the Relevant Party must promptly, following demand from the Recipient, pay to the Recipient an amount equal to the VAT chargeable on that supply but only to the extent that the Recipient reasonably determines that it is not entitled to credit or repayment from the relevant tax authority in respect of that VAT.

(c) Where a Finance Document requires any Party to reimburse or indemnify a Finance Party for any cost or expense, that Party or (at the election of the Parent) where such Party is a member of the Group, the Parent shall reimburse or indemnify (as the case may be) such Finance Party for the full amount of such cost or expense, including such part thereof as represents VAT, save to the extent that such Finance Party reasonably determines that it is entitled to credit or repayment in respect of such VAT from the relevant tax authority.

(d) Any reference in this Clause 15.6 to any Party shall, at any time when such Party is treated as a member of a group for VAT purposes, include (where appropriate and unless the context otherwise requires) a reference to the person who is treated at that time as making the supply, or (as appropriate) receiving the supply under the grouping rules (as provided for in Article 11 of the Council Directive 2006/112/EC (or as implemented by the relevant member state of the European Union) or any other similar provision in any jurisdiction which is not a member state of the European Union) so that a reference to a Party shall be construed as a reference to that Party or the relevant group of which that Party is a member for VAT purposes at the relevant time or the relevant representative member (or head) of that group at the relevant time (as the case may be).

(e) In relation to any supply made by a Finance Party to any Party under a Finance Document, if reasonably requested by such Finance Party, that Party must promptly provide such Finance Party with details of that Party's VAT registration and such other information as is reasonably requested in connection with such Finance Party's VAT reporting requirements in relation to such supply.

15.7 **FATCA Information**

(a) Subject to paragraph (c) below, each Party shall, within ten Business Days of a reasonable request by another Party;

(i) confirm to that other Party whether it is:

(A) a FATCA Exempt Party; or

(B) not a FATCA Exempt Party; and

(ii) supply to that other Party such forms, documentation and other information relating to its status under FATCA as that other Party reasonably requests for the purposes of that other Party's compliance with FATCA; and

(iii) supply to that other Party such forms, documentation and other information relating to its status as that other Party reasonably requests for the purposes of that other Party's compliance with any other law, regulation or any similar exchange of information regime.

(b) If a Party confirms to another Party pursuant to paragraph (a)(i) above that it is a FATCA Exempt Party and it subsequently becomes aware that it is not, or has ceased to be a FATCA Exempt Party, that Party shall notify that other Party reasonably promptly.

(c) Paragraph (a) above shall not oblige any Party to do anything, which would or might in its reasonable opinion constitute a breach of:

(i) any law or regulation;

(ii) any fiduciary duty; or

(iii) any duty of confidentiality.

(d) If a Party fails to confirm whether or not it is a FATCA Exempt Party or to supply forms, documentation or other information requested in accordance with paragraph (a)(i) or (a)(ii) above (including, for the avoidance of doubt, where paragraph (c) above applies), then such Party shall be treated for the purposes of the Finance Documents (and payments under them) as if it is not a FATCA Exempt Party until such time as the Party in question provides the requested confirmation, forms, documentation or other information.

15.8 **FATCA Deduction**

(a) Each Party may make any FATCA Deduction it is required to make by FATCA, and any payment required in connection with that FATCA Deduction, and no Party shall be required to increase any payment in respect of which it makes such a FATCA Deduction or otherwise compensate the recipient of the payment for that FATCA Deduction.

(b) Each Party shall as soon as reasonably practicable, upon becoming aware that it must make a FATCA Deduction (or that there is any change in the rate or the basis of such FATCA Deduction) notify the Party to whom it is making the payment and, in addition, shall notify the Parent and the Agent and the Agent shall notify the other Finance Parties.

16. INCREASED COSTS

16.1 **Increased costs**

(a) Subject to Clause 16.3 (*Exceptions*) the Parent shall, within five Business Days of written demand by the Agent, pay for the account of a Finance Party the amount of any Increased Costs incurred by that Finance Party or any of its Affiliates as a result of (i) the introduction of or any change in (or in the interpretation, administration or application of) any law or regulation or (ii) compliance with any law or regulation made after the date of this Agreement or (iii) the implementation or application of, or compliance with, Basel III or CRD IV or any law or regulation that implements or applies Basel III or CRD IV other than Increased Costs arising from the implementation or application of, or compliance with, Basel III or CRD IV which that Finance Party has knowledge of or reasonably ought to have knowledge of as at the date on which it became a Finance Party under this Agreement.

(b) In this Agreement:

"**Basel III**" means:

(i) the agreements on capital requirements, a leverage ratio and liquidity standards contained in "*Basel III: A global regulatory framework for more resilient banks and banking systems*", "*Basel III: International framework for liquidity risk measurement, standards and monitoring*" and "*Guidance for national authorities operating the countercyclical capital buffer*" published by the Basel Committee on Banking Supervision in December 2010, each as amended, supplemented or restated from time to time;

(ii) the rules for global systemically important banks contained in "*Global systemically important banks: assessment methodology and the additional loss absorbency requirement – Rules text*" published by the Basel Committee on Banking Supervision in November 2011, as amended, supplemented or restated; and/or

(iii) any further guidance or standards published by the Basel Committee on Banking Supervision relating to "**Basel III**".

"**CRD IV**" means the capital requirements specified in (i) Regulation (EU) No 575/2013 of the European Parliament and of the Council of 26 June 2013 on prudential requirements for credit institutions and investment firms and amending Regulation (EU No 648/2012) and (ii) Directive 2013/36/EU of the European Parliament and of the Council of 26 June 2013 on access to the activity of credit institutions and the prudential supervision of credit institutions and investment firms, amending Directive 2002/87/EC and repealing Directives 2006/48/EC and 2006/49/EC.

"**Increased Costs**" means:

(i) a reduction in the rate of return from a Facility or on a Finance Party's (or its Affiliate's) overall capital;

(ii) an additional or increased cost; or

(iii) a reduction of any amount due and payable under any Finance Document,

which is incurred or suffered by a Finance Party or any of its Affiliates to the extent that it is attributable to that Finance Party having entered into its Commitment or funding or performing its obligations under any Finance Document.

16.2 **Increased cost claims**

(a) A Finance Party intending to make a claim pursuant to Clause 16.1 (*Increased costs*) shall notify the Agent of the event giving rise to the claim, following which the Agent shall promptly notify the Parent.

(b) Each Finance Party shall, as soon as practicable after a demand by the Agent, provide a certificate confirming the amount of its Increased Costs.

16.3 **Exceptions**

(a) Clause 16.1 (*Increased costs*) does not apply to the extent any Increased Cost is:

(i) attributable to a Tax Deduction required by law to be made by an Obligor;

(ii) attributable to a FATCA Deduction required to be made by a Party;

(iii) compensated for by Clause 15.3 (*Tax indemnity*) (or would have been compensated for under Clause 15.3 (*Tax indemnity*) but was not so compensated solely because any of the exclusions in paragraph (b) of Clause 15.3 (*Tax indemnity*) applied);

(iv) attributable to the wilful or grossly negligent breach by the relevant Finance Party or its Affiliates of any law or regulations; or

(v) attributable to the implementation or application of or compliance with the "*International Convergence of Capital Measurement and Capital Standards, a Revised Framework*" published by the Basel Committee on Banking Supervision in June 2004 in the form existing on the date of this Agreement (but excluding any amendment arising out of Basel III) ("**Basel II**") or any other law or regulation which implements Basel II (whether such implementation, application or compliance is by a government, regulator, Finance Party or any of its Affiliates).

(b) In this Clause 16.3 reference to a "Tax Deduction" has the same meaning given to the term in Clause 15.3 (*Tax indemnity*).

17. OTHER INDEMNITIES

17.1 **Currency indemnity**

(a) If any sum due from an Obligor under the Finance Documents (a "**Sum**"), or any order, judgment or award given or made in relation to a Sum, has to be converted from the currency (the "**First Currency**") in which that Sum is payable into another currency (the "**Second Currency**") for the purpose of:

(i) making or filing a claim or proof against that Obligor; or

(ii) obtaining or enforcing an order, judgment or award in relation to any litigation or arbitration proceedings,

that Obligor shall as an independent obligation, within three Business Days of written demand, indemnify the Original Lenders and each other Secured Party to whom that Sum is due against any cost, loss or liability arising out of or as a result of the conversion including any discrepancy between (A) the rate of exchange used to convert that Sum from the First Currency into the Second Currency and (B) the rate or rates of exchange available to that person at the time of its receipt of that Sum.

(b) Each Obligor waives any right it may have in any jurisdiction to pay any amount under the Finance Documents in a currency or currency unit other than that in which it is expressed to be payable.

17.2 **Other indemnities**

(a) The Parent shall (or shall procure that another Obligor will), within five Business Days of written demand, indemnify the Original Lenders and each other Secured Party against any cost, loss or liability incurred by it as a result of:

(i) the occurrence of any Event of Default;

(ii) a failure by an Obligor to pay any amount due under a Finance Document on its due date, including without limitation, any cost, loss or liability arising as a result of Clause 31 (*Sharing among the Finance Parties*);

(iii) funding, or making arrangements to fund, its participation in a Loan requested by a Borrower in a Utilisation Request but not made by reason of the operation of any one or more of the provisions of this Agreement (other than by reason of default or negligence by that Finance Party alone);

(iv) indemnifying the Agent or the Security Agent pursuant to Clause 29.10 (*Lenders' indemnity to the Agent*) in respect of any costs, loss or liability incurred by the Agent or the Security Agent pursuant to Clause 32.11 (*Disruption to Payment Systems etc.*); or

(v) a Loan (or part of a Loan) not being prepaid in accordance with a notice of prepayment given by a Borrower or the Parent.

(b) The Parent shall promptly indemnify each Finance Party, each Affiliate of a Finance Party and each officer or employee of a Finance Party or its Affiliate, against any cost, loss or liability incurred by that Finance Party or its Affiliate (or officer or employee of that Finance Party or Affiliate) in connection with or arising out of the Acquisition or the funding of the Acquisition (including but not limited to those incurred in connection with any litigation, arbitration or administrative proceedings or regulatory enquiry concerning the Acquisition), unless such loss or liability is caused by fraud, the gross negligence or wilful misconduct of that Finance Party or its Affiliate (or employee or officer of that Finance Party or Affiliate) or results from such Finance Party or its Affiliate (or employee or officer of that Finance Party or Affiliate) breaching a term of any Finance Documents, any confidential undertaking or any other material contractually binding obligations. Any Affiliate or any officer or employee of a Finance Party or its Affiliate may rely on this Clause 17.2 subject to Clause 1.4 (*Third party rights*) and the provisions of the Third Parties Act.

17.3 **Indemnity to the Agent**

(a) The Parent shall (or shall procure that an Obligor will) within five Business Days of written demand indemnify the Agent against any cost, loss or liability incurred by the Agent as a result of:

(i) subject to prior consultation with the Parent (where practical to do so), investigating any event which it reasonably believes is, a Default;

(ii) acting or relying on any notice, request or instruction which it reasonably believes to be genuine, correct and appropriately authorised;

(iii) instructing lawyers, accountants, tax advisers, surveyors or other professional advisers or experts as permitted under this Agreement; and

(iv) (otherwise than by reason of the Agent's gross negligence or wilful misconduct) (or, in the case of any cost, loss or liability pursuant to Clause 32.11 (*Disruption to Payment Systems etc.*) notwithstanding the Agent's negligence, gross negligence or any other category of liability whatsoever but not including any claim based on the fraud of the Agent) in acting as Agent under the Finance Documents.

(b) The Parent expressly acknowledges and agrees that the continuation of its indemnity obligations under this Clause 17.3 will not be prejudiced by any termination of this Agreement in respect of any amounts incurred by the Agent prior to such termination.

17.4 **Indemnity to the Security Agent**

(a) The Parent shall (or shall procure that an Obligor will) within five Business Days of written demand indemnify the Security Agent and every Receiver and Delegate against any cost, loss or liability incurred by any of them as a result of or in relation to:

(i) any failure by the Parent to comply with its obligations under Clause 19 (*Costs and Expenses*);

(ii) acting or relying on any notice, request or instruction which it reasonably believes to be genuine, correct and appropriately authorised;

(iii) the taking, holding, protection or enforcement of the Transaction Security (save for any cost, loss or liability incurred by the Security Agent as a result of its gross negligence or wilful misconduct);

(iv) the exercise of any of the rights, powers, discretions, authorities and remedies vested in the Security Agent and each Receiver and Delegate by the Finance Documents or by law;

(v) any default by any Obligor in the performance of any of the obligations expressed to be assumed by it in the Finance Documents; or

(vi) acting as Security Agent, Receiver or Delegate under the Finance Documents or which otherwise relates to any of the Charged Property (otherwise, in each case, than by a direct result of the relevant Security Agent's, Receiver's or Delegate's gross negligence or wilful misconduct).

(b) Each Obligor expressly acknowledges and agrees that the continuation of its indemnity obligations under this Clause 17.4 will not be prejudiced by any release or disposal under clause 14 (*Distressed Disposals and Appropriation*) of the Intercreditor Agreement, taking into account the operation of that Clause.

(c) The Security Agent and every Receiver and Delegate may, in priority to any payment to the Secured Parties, indemnify itself out of the Charged Property in respect of, and pay and retain, all sums necessary to give effect to the indemnity in this Clause 17.4 and shall have a lien on the Transaction Security and the proceeds of the enforcement of the Transaction Security for all moneys payable to it.

18. MITIGATION BY THE LENDERS

18.1 **Mitigation**

(a) Each Finance Party shall, in consultation with the Parent, take all reasonable steps to mitigate any circumstances which arise and which would result in any amount becoming payable under or pursuant to, or cancelled pursuant to, any of Clause 8.1 (*Illegality*), Clause 15 (*Tax Gross-Up and Indemnities*) or Clause 16 (*Increased Costs*) including (but not limited to) transferring its rights and obligations under the Finance Documents to another Affiliate or Facility Office.

(b) Paragraph (a) above does not in any way limit the obligations of any Obligor under the Finance Documents.

18.2 **Limitation of liability**

(a) The Parent shall (or shall procure that another Obligor will) within five Business Days of written demand, indemnify each Finance Party for all costs and expenses reasonably incurred by that Finance Party as a result of steps taken by it under Clause 18.1 (*Mitigation*).

(b) A Finance Party is not obliged to take any steps under Clause 18.1 (*Mitigation*) if, in the opinion of that Finance Party (acting reasonably), to do so might be prejudicial to it.

19. COSTS AND EXPENSES

19.1 **Transaction expenses**

(a) Subject to paragraphs (b) and (c) below, unless otherwise agreed, the Parent shall (or shall procure that another Obligor will), within three Business Days of written demand on or after the Closing Date pay (or procure payment) to the Agent, each Original Lender and the Security Agent the amount of all costs and expenses (including legal fees in each case in accordance with agreed budgets and caps, if any, detailed in an invoice, security perfection and registration costs (including applicable taxes)) reasonably incurred by any of them (and, in the case of the Security Agent, by any Receiver or Delegate) in connection with the negotiation, preparation, printing, execution and perfection of:

(i) this Agreement and any other documents referred to in this Agreement and the Transaction Security; and

(ii) any other Finance Documents executed after the date of this Agreement.

(b) No costs or expenses shall be payable under this Agreement, other than all reasonable and documented out-of-pocket legal fees which are subject to an agreed cap and an agreed abort fee arrangement, unless the Closing Date occurs.

(c) Unless an Event of Default is continuing, the Agent, Security Agent and each Original Lender shall consult with the Parent before incurring material legal fees, costs and expenses relating to the granting and perfecting of any security, taking into account the requirements of paragraph 1 of Schedule 10 (*Agreed Security Principles*).

19.2 **Amendment costs**

If (a) an Obligor requests an amendment, waiver or consent or (b) an amendment is required pursuant to Clause 32.10 (*Change of currency*), the Parent shall (or shall procure that another Obligor will), within five Business Days of written demand, reimburse (or procure reimbursement of) each of the Agent, the Lenders and the Security Agent for the amount of all costs and expenses (including legal fees (subject to any agreed fee arrangements as applicable)) (together with any applicable VAT) reasonably incurred by the Agent, the Lenders and the Security Agent (and, in the case of the Security Agent, by any Receiver or Delegate) in responding to, evaluating, negotiating or complying with that request or requirement.

19.3 **Enforcement and preservation costs**

The Parent shall (or shall procure that another Obligor will), within five Business Days of written demand, pay (or procure payment) to each Original Lender and each other Secured Party the amount of all costs and expenses (including legal fees and together with any applicable VAT) incurred by it in connection with the enforcement of or the preservation of any of its rights under any Finance Document and the Transaction Security and any proceedings instituted by or against the Security Agent as a consequence of taking or holding the Transaction Security or enforcing these rights.

20. GUARANTEE AND INDEMNITY

20.1 **Guarantee and indemnity**

Each Guarantor irrevocably and unconditionally jointly and severally:

(a) guarantees to each Finance Party punctual performance by each other Obligor of all that Obligor's obligations under the Finance Documents (other than any Excluded Swap Obligations) including, without limitation:

(i) obligations which, but for the automatic stay under section 362(a) of the US Bankruptcy Law, would become due; and

(ii) any interest accruing after the commencement of any bankruptcy, insolvency, receivership or similar proceeding at the rate provided for in this Agreement, whether or not such interest is an allowed claim in any such proceeding;

(b) undertakes with each Finance Party that whenever another Obligor does not pay any amount when due under or in connection with any Finance Document, that Guarantor shall immediately on demand pay that amount as if it was the principal obligor; and

(c) agrees with each Finance Party that if any obligation guaranteed by it is or becomes unenforceable, invalid or illegal, it will, as an independent and primary obligation, indemnify that Finance Party immediately on demand against any cost, loss or liability it incurs as a result of an Obligor not paying any amount which would, but for such unenforceability, invalidity or illegality, have been payable by it under any Finance Document on the date when it would have been due. The amount payable by a Guarantor under this indemnity will not exceed the amount it would have had to pay under this Clause 20 if the amount claimed had been recoverable on the basis of a guarantee.

20.2 **Continuing Guarantee**

This guarantee is a continuing guarantee and will extend to the ultimate balance of sums payable by any Obligor under the Finance Documents, regardless of any intermediate payment or discharge in whole or in part.

20.3 **Reinstatement**

If any discharge, release or arrangement (whether in respect of the obligations of any Obligor or any security for those obligations or otherwise) is made by a Finance Party in whole or in part on the basis of any payment, security or other disposition which is avoided or must be restored in insolvency, liquidation, administration or otherwise, without limitation, then the liability of each Guarantor under this Clause 20 will continue or be reinstated as if the discharge, release or arrangement had not occurred.

20.4 **Waiver of defences**

The obligations of each Guarantor under this Clause 20 will not be affected by an act, omission, matter or thing which, but for this Clause 20, would reduce, release or prejudice any of its obligations under this Clause 20 (without limitation and whether or not known to it or any Finance Party) including:

(a) any time, waiver or consent granted to, or composition with, any Obligor or other person;

(b) the release or resignation of any other Obligor or any other person under the terms of any composition or arrangement with any creditor of any member of the Group;

(c) the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or security over assets of, any Obligor or other person or any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any security;

(d) any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of an Obligor or any other person;

(e) any amendment, novation, supplement, extension, restatement (however fundamental and whether or not more onerous) or replacement of a Finance Document or any other document or security including, without limitation, any change in the purpose of, any extension of or increase in any facility or the addition of any new facility under any Finance Document or other document or security;

(f) any unenforceability, illegality or invalidity of any obligation of any person under any Finance Document or any other document or security; or

(g) any insolvency or similar proceedings.

20.5 **Guarantor Intent**

Without prejudice to the generality of Clause 20.4 (*Waiver of defences*), each Guarantor expressly confirms that it intends that this guarantee shall extend from time to time to any (however fundamental and of whatsoever nature and whether or not more onerous) variation, increase, extension or addition of or to any of the Finance Documents and/or any facility or amount made available under any of the Finance Documents for the purposes of or in connection with any of the following: business acquisitions of any nature; increasing working capital; enabling investor distributions to be made; carrying out restructurings; refinancing existing facilities; refinancing any other indebtedness; making facilities available to new borrowers; any other variation or extension of the purposes for which any such facility or amount might be made available from time to time; and any fees, costs and/or expenses associated with any of the foregoing.

20.6 **Immediate recourse**

Each Guarantor waives any right it may have of first requiring any Finance Party (or any trustee or agent on its behalf) to proceed against or enforce any other rights or security or claim payment from any person before claiming from that Guarantor under this Clause 20. This waiver applies irrespective of any law or any provision of a Finance Document to the contrary.

20.7 **Appropriations**

Until all amounts which may be or become payable by the Obligors under or in connection with the Finance Documents have been irrevocably paid in full, each Finance Party (or any trustee or agent on its behalf) may:

(a) refrain from applying or enforcing any other moneys, security or rights held or received or recovered (howsoever held, received or recovered) by that Finance Party (or any trustee or agent on its behalf) in respect of those amounts, or apply and enforce the same in such manner and order as it sees fit (whether against those amounts or otherwise) and no Guarantor shall be entitled to the benefit of the same; and

(b) hold in an interest-bearing suspense account any moneys received from any Guarantor or on account of any Guarantor's liability under this Clause 20.

20.8 **Deferral of Guarantors' rights**

Until all amounts which may be or become payable by the Obligors under or in connection with the Finance Documents have been irrevocably paid in full and unless the Agent otherwise directs, no Guarantor will exercise any rights which it may have by reason of performance by it of its obligations under the Finance Documents or by reason of any amount being payable, or liability arising, under this Clause 20:

(a) to be indemnified by an Obligor;

(b) to claim any contribution from any other guarantor of, or provider of security for, any Obligor's obligations under the Finance Documents;

(c) to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of the Finance Parties under the Finance Documents or of any other guarantee or security taken pursuant to, or in connection with, the Finance Documents by any Finance Party;

(d) to bring legal or other proceedings for an order requiring any Obligor to make any payment, or perform any obligation, in respect of which any Guarantor has given a guarantee, undertaking or indemnity under Clause 20.1 (*Guarantee and indemnity*);

(e) to exercise any right of set-off against any Obligor; and/or

(f) to claim or prove as a creditor of any Obligor in competition with any Finance Party.

If a Guarantor receives any benefit, payment or distribution in relation to such rights it shall hold that benefit, payment or distribution to the extent necessary to enable all amounts which may be or become payable to the Finance Parties by the Obligors under or in connection with the Finance Documents to be repaid in full on trust for the Finance Parties and shall promptly pay or transfer the same to the Agent or as the Agent may direct for application in accordance with Clause 32 (*Payment Mechanics*).

20.9 **Release of Guarantors' right of contribution**

If any Guarantor (a "**Retiring Guarantor**") ceases to be a Guarantor in accordance with the terms of the Finance Documents for the purpose of any sale or other disposal of that Retiring Guarantor or other circumstance contemplated by Clause 28.5 (*Resignation of a Guarantor*) then on the date such Retiring Guarantor ceases to be a Guarantor:

(a) that Retiring Guarantor is released by each other Guarantor from any liability (whether past, present or future and whether actual or contingent) to make a contribution to any other Guarantor arising by reason of the performance by any other Guarantor of its obligations under the Finance Documents; and

(b) each other Guarantor waives any rights it may have by reason of the performance of its obligations under the Finance Documents to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of the Finance Parties under any Finance Document or of any other security taken pursuant to, or in connection with, any Finance Document where such rights or security are granted by or in relation to the assets of the Retiring Guarantor.

20.10 **Additional security**

This guarantee is in addition to and is not in any way prejudiced by any other guarantee or security now or subsequently held by any Finance Party.

20.11 **Guarantee Limitations**

This guarantee does not apply to any liability to the extent that it would result in this guarantee constituting unlawful financial assistance within the meaning of sections 678 or 679 of the Companies Act 2006 or any equivalent and applicable provisions under the laws of the Original Jurisdiction of relevant Guarantor and, with respect to any Additional Guarantor, is subject to any limitations set out in the Accession Deed applicable to such Additional Guarantor.

20.12 **Guarantee limitations – Israel**

A guarantee or indemnity given by any Obligor incorporated in Israel (an "**Israeli Obligor**") under this Clause 20 or under any other guarantee or indemnity provision in any other Finance Document shall be limited only to such part of the guarantee or indemnity which shall not be considered a "Prohibited Distribution" (*Haluka Asura*) within the meaning of Section 301(b) of the Israeli Companies Law.

20.13 **Guarantee limitations – Luxembourg**

(a) Notwithstanding any provision to the contrary in any other Finance Document, the maximum liability of any Obligor which is incorporated in Luxembourg (the "**Luxembourg Obligor**") under the guarantee set out in this Clause 20 together with any similar guarantee or indemnity obligation of that Luxembourg Obligor under or in connection with any other Finance Document for the obligations of any Obligor which is not a direct or indirect Subsidiary of the Luxembourg Obligor shall be limited to an amount not exceeding the greater of (without double counting):

(i) 95 per cent of that Luxembourg Obligor's own funds (*capitaux propres*) as referred to in Annex I to the Grand-Ducal Regulation dated 18 December 2015 setting out the form and content of the presentation of the balance sheet and profit and loss account, enforcing the Luxembourg act of 19 December 2002 concerning the trade and companies register and the accounting and annual accounts of undertakings, as amended (the "**Regulation**") as increased by the amount of any Subordinated Indebtedness, each as reflected in that Luxembourg Obligor's most recent financial statements available to the Lenders as at the date of this Agreement; or

(ii) 95 per cent of that Luxembourg Obligor's own funds (*capitaux propres*) as referred to in the Regulation as increase by the amount of any Subordinated Indebtedness, each as reflected in that Luxembourg Obligor's most recent financial statements available to the Lenders at the time the guarantee is called.

(b) The limitations in paragraph (a) above shall not apply to any amounts borrowed by, or made available to, the applicable Luxembourg Obligor or any of its direct or indirect present or future Subsidiaries under any Finance Document (or any document entered into in connection therewith).

(c) The obligations and liabilities of any Luxembourg Obligor under the Finance Documents and in particular under this Clause 20 shall not include any obligation or liability which, if incurred, would constitute:

(i) a misuse of the corporate assets as defined in article 1500-11 of the Companies Act 1915 or any other law or regulation having the same effect as interpreted by Luxembourg courts; or

(ii) a breach of the prohibitions on the provision of financial assistance as referred to in article 430-19 of the Companies Act 1915 or any other law or regulation having the same effect as interpreted by Luxembourg courts.

(d) For purposes of this Clause 20.13:

"**Subordinated Indebtedness**" shall mean any debt owed by a member of the Group which is subordinated in right of payment (whether generally or specifically) to any claim of the Lenders under any of the Finance Documents, including without limitation, Subordinated Debt and any Intra-Group Liabilities (as defined in the Intercreditor Agreement).

20.14 **Guarantee Limitations – Malta**

This guarantee does not apply to any liability to the extent that it would result in this guarantee constituting unlawful financial assistance within the meaning of article 110 of the Companies Act (Chapter 386 of the laws of Malta) and which may not be disapplied in terms of article 110(4) of the said Companies Act.

20.15 **Waiver under Israeli Guarantee Law**

Without derogating from any provisions of this Agreement, each Guarantor incorporated under the laws of the State of Israel hereby agrees and confirms that, for the avoidance of doubt, Sections 4(b), 4(c), 5, 6, 7(b), 8, 9, 11, 12, 15 and 17 of the Israeli Guarantee Law, 1967 (the "**Israeli Guarantee Law**") shall not apply to this Guarantee and that should the Israeli Guarantee Law for any reason be deemed to be applicable to this Guarantee, any Guarantor incorporated under the laws of the State of Israel hereby irrevocably and unconditionally waives all such rights and defences that may have been available to such Guarantor under the Israeli Guarantee Law.

20.16 **Guarantee Limitations – US**

The obligations of any US Obligor under the Finance Documents shall be limited to an aggregate amount equal to the largest amount that would not render its obligations under the Finance Documents subject to avoidance as a fraudulent transfer or conveyance under the US Bankruptcy Law or any comparable provisions of any similar federal, or state or foreign law. Without prejudice to any of the other provisions of this Agreement or any other Finance Document, it is agreed that, in the event any payment or distribution is made on any date by a US Obligor under this Agreement, such US Obligor shall be entitled to be indemnified by each other Obligor in an amount equal to such payment, in each case multiplied by a fraction of which the numerator shall be the net worth of such US Obligor and the denominator shall be the aggregate net worth of all Obligors; provided that, all rights of indemnity, contribution or subrogation of such US Obligor under applicable law or otherwise shall be fully subordinated to the payment in full of all amounts outstanding under the Finance Documents.

21. REPRESENTATIONS

21.1 General

(a) Save as otherwise stated, the Parent and each other Obligor makes the representations and warranties set out in this Clause 21 with respect to itself and, where relevant, its Subsidiaries (only) to each Finance Party at the times specified in Clause 21.33 (*Times when representations made*) except that the representations and warranties set out in Clause 21.30 (*Margin Regulations*) and Clause 21.32 (*Compliance with ERISA*) shall be made by the applicable US Obligor only.

(b) All representations and warranties are made subject to information disclosed to the Finance Parties (including in the Structure Memorandum, the Reports and/or the Acquisition Documents) and to the knowledge and belief of the management of the relevant Obligor, excluding the management of the Target Group until after the Control Date occurs.

Status, authorisations and governing law

21.2 Status

(a) It and each of its Subsidiaries is a limited liability entity, duly incorporated or established and validly existing and, with respect to any US Obligor, in good standing, under the law of its Original Jurisdiction.

(b) It and each of its Subsidiaries has the power to own its assets and carry on its business as it is being conducted.

21.3 Binding obligations

Subject to the Legal Reservations and the Perfection Requirements:

(a) the obligations expressed to be assumed by it in each Finance Document to which it is a party are legal, valid, binding and enforceable obligations; and

(b) (without limiting the generality of paragraph (a) above), each Transaction Security Document to which it is a party creates the security interests which that Transaction Security Document purports to create and those security interests are valid and effective.

21.4 Non-conflict with other obligations

The entry into and performance by it of, and the transactions contemplated by, the Finance Documents to which it is a party and the granting of the Transaction Security pursuant to the Agreed Security Principles do not conflict with:

(a) subject to the Legal Reservations, any law or regulation applicable to it in any material respect;

(b) its constitutional documents; or

(c) any agreement or instrument binding upon it or any member of the Group or any of its or any member of the Group's assets or constitute a default or termination event (however described) under any such agreement or instrument, in each case to the extent such conflict has or is reasonably likely to have a Material Adverse Effect.

21.5 **Power and authority**

(a) It has the power to enter into, perform and deliver, and has taken all necessary action to authorise its entry into, performance and delivery of, the Finance Documents to which it is or will be a party and the transactions contemplated by those Finance Documents.

(b) No limit on its powers will be exceeded as a result of the borrowing, grant of security or giving of guarantees or indemnities contemplated by the Finance Documents to which it is a party.

21.6 **Validity and admissibility in evidence**

(a) Subject to the Legal Reservations and the Perfection Requirements, all Authorisations required:

(i) to enable it lawfully to enter into, exercise its rights and comply with its obligations in the Finance Documents to which it is a party; and

(ii) to make the Finance Documents to which it is a party admissible in evidence in its Relevant Jurisdictions,

have been obtained or effected and are in full force and effect except for any Authorisation referred to in Clause 21.9 (*No filing or stamp taxes*) which Authorisations will be promptly obtained or effected after the Closing Date.

(b) All Authorisations necessary for the conduct of its business, trade and ordinary activities have been obtained or effected and are in full force and effect if failure to obtain or effect those Authorisations has or is reasonably likely to have a Material Adverse Effect.

21.7 **Governing law and enforcement**

(a) Subject to the Legal Reservations, the choice of governing law of the Finance Documents to which it is a party will be recognised and enforced in its Relevant Jurisdictions.

(b) Subject to the Legal Reservations, any judgment obtained in relation to a Finance Document to which it is a party in the jurisdiction of the governing law of that Finance Document will be recognised and enforced in its Relevant Jurisdictions.

No insolvency, default or tax liability

21.8 **Insolvency**

(a) No:

(i) corporate action, legal proceeding or other procedure described in Clause 25.7 (*Insolvency proceedings*); or

(ii) creditors' process described in Clause 25.8 (*Creditors' process*),

has been taken, or to its knowledge, threatened (and in each case is outstanding) in relation to the Parent or a member of the Group.

(b) None of the circumstances described in Clause 25.6 (*Insolvency*) applies to the Parent or a member of the Group.

(c) Without prejudice to Clauses 25.6 (*Insolvency*) to 25.8 (*Creditors' process*) (inclusive), paragraphs (a) and (b) above do not apply to any such steps or procedure which have been discharged, revoked or otherwise lapsed or which is a Permitted Transaction or a Permitted Merger.

21.9 **No filing or stamp taxes**

The Parent and each other Obligor represents and warrants that under the laws of its Relevant Jurisdiction, it is not necessary that the Finance Documents to which it is a party be filed, recorded or enrolled with any court or other authority in that jurisdiction or that any stamp, registration, notarial or similar Taxes or fees be paid on or in relation to such Finance Documents or the transactions contemplated by such Finance Documents except (a) the Perfection Requirements or (b) for any registration duties (*droits d'enregistrement*) that will become payable upon any of the Finance Documents being physically attached (*annexé(s)*) to a public deed or to any other document subject to mandatory registration, in which case either a nominal registration duty or an *ad valorem* duty (of, for instance, 0.24 (zero point twenty four) per cent of the amount of the payment obligation mentioned in the document so registered) will be payable depending on the nature of the document to be registered or upon voluntary registration of the Finance Documents with the *Administration de l'Enregistrement, des Domaines et de la TVA*.

21.10 **No default**

(a) The Parent and each other Obligor represents and warrants that no Event of Default and, on the date of this Agreement and the Closing Date, no Default is continuing or is reasonably likely to result from the making of any Loan or the entry into, the performance of, or any transaction contemplated by, any Finance Document.

(b) The Parent and each other Obligor represents and warrants that no other event or circumstance is outstanding which constitutes (or, with the expiry of a grace period, the giving of notice, the making of any determination or any combination of any of the foregoing, would constitute) a default or termination event (however described) under any other agreement or instrument which is binding on it or any of its Subsidiaries or to which its (or any of its Subsidiaries') assets are subject which, in each case, has or is reasonably likely to have a Material Adverse Effect.

Provision of information – general

21.11 **No misleading information**

The Parent represents and warrants that save as disclosed in writing to the Agent and/or the Original Lenders prior to the date of this Agreement, to its knowledge:

(a) any material written factual information (taken as a whole) contained in the Information Package was accurate and complete in all material respects as at the date the information is dated (where applicable) and/or as at the date (if any) at which the information therein is provided and/or stated to be given;

(b) nothing has occurred or been omitted and no information has been given or withheld that results in the Information Package (taken as a whole) being untrue or misleading in any material respect in light of the circumstances under which such statements were or are made; and

(c) any financial projections contained in the Information Package and any opinions expressed (if any) by the Parent or, as the case may be, on behalf of the Parent in such financial projections, have been prepared in good faith on the basis of recent historical information and on the basis of reasonable assumptions (it being understood that such projections may be subject to significant uncertainties and contingencies, many of which are beyond the Parent's control, and that no assurance can be given that the projections will be realised).

21.12 **Financial Statements**

(a) The Parent's most recent Annual Financial Statements or Quarterly Financial Statements (as the case may be) delivered pursuant to Clause 22.1 (*Financial statements*) have been prepared in accordance with the Accounting Principles as applied to the Base Case Model (or otherwise in accordance with Clause 22.3 (*Requirements as to financial statements*)); and give a true and fair view of (if audited) or fairly present (if unaudited) its consolidated financial condition as at the end of, and consolidated results of operations for, the period to which they relate.

(b) The most recently delivered Budget (other than as part of the Base Case Model) supplied under this Agreement was arrived at after careful consideration and was prepared in good faith on the basis of recent historical information and on the basis of assumptions which were reasonable as at the date it was prepared.

21.13 **Accounting reference date**

The Parent represents and warrants that the Accounting Reference Date of the Parent is 31 December.

No proceedings or breach of laws

21.14 **No proceedings pending or threatened**

No litigation, arbitration or administrative proceedings or investigations of, or before, any court, arbitral body or agency which is reasonably likely to be adversely determined and, if adversely determined, would be reasonably likely to have a Material Adverse Effect (taking into account reserves made or the benefit of warranties, indemnities or insurance cover in respect thereof which the Agent, acting reasonably, believes are adequate) have been started and are ongoing or (to the best of its knowledge and belief) threatened in writing against any Obligor or the Parent.

21.15 **No breach of laws**

(a) It has not (and none of its Subsidiaries has) breached any law or regulation binding on it in its Relevant Jurisdiction which breach has or is reasonably likely to have a Material Adverse Effect.

(b) No labour disputes are current or, to the best of its knowledge and belief (having made due and careful enquiry), threatened against any member of the Group which have or are reasonably likely to have a Material Adverse Effect.

21.16 **Environmental laws**

The Parent and each other Obligor represents and warrants that:

(a) To the best of its knowledge and belief, each Obligor is in material compliance with Clause 24.3 (*Environmental compliance*) and to the best of its knowledge and belief, no circumstances have occurred which would prevent such compliance in a manner or to an extent which has or is reasonably likely to have a Material Adverse Effect.

(b) To the best of its knowledge and belief, no material Environmental Claim has been commenced or, to the best of its knowledge and belief, is threatened in writing against any Obligor where that claim is reasonably likely to be adversely determined and, if adversely determined, would be reasonably likely to have a Material Adverse Effect.

21.17 **Taxation**

The Parent and each other Obligor represents and warrants that:

(a) To the best of its knowledge and belief, it is not (and none of its Subsidiaries (other than any member of the Target Group) is) overdue in the filing of any Tax returns and it is not overdue in the payment of any amount in respect of Tax (taking into account any extension or grace period), in each case to an extent which has or is reasonably likely to have a Material Adverse Effect.

(b) To the best of its knowledge and belief, no claims or investigations are being, or are reasonably likely to be, made or conducted against it (or any of its Subsidiaries (other than any member of the Target Group)) with respect to Taxes such that a liability of, or claim against, any member of the Group which has or is reasonably likely to have a Material Adverse Effect.

(c) It is resident for Tax purposes only in its jurisdiction of incorporation.

(d) It is not required to make any Tax Deduction from any payment it may make under any Finance Document to a Lender which is a Qualifying Lender.

21.18 **Anti-corruption laws**

(a) To the best of its knowledge and belief (having made due and careful enquiry), the Parent and each member of the Group has conducted and conducts its businesses in compliance with applicable Anti-Corruption Laws and has instituted and maintains proportionate policies and procedures reasonably designed to promote compliance with such laws.

(b) Neither the Parent nor any member of the Group, nor to the best of their knowledge (having made due and careful enquiry), any director, officer, agent, employee, Affiliate or other person, in each case when acting on behalf of any member of the Group, has within the past five years: (i) taken any action, directly or knowingly indirectly, that violates any applicable Anti-Corruption Law; (ii) corruptly offered, paid, promised to pay, authorised, solicited or received the payment of money or anything of value, directly or indirectly, to or from any Person, including any Government Official, in violation of any applicable Anti-Corruption Law; or (iii) made, offered, paid, promised, authorised, solicited or received any illegal bribe, rebate, payoff, influence payment, kickback or benefit.

Ownership of assets

21.19 **Security, Financial Indebtedness and guarantees**

The Parent and each other Obligor represents and warrants that:

(a) No Security or Quasi-Security exists over all or any of the present assets of any member of the Group other than as permitted by this Agreement.

(b) No member of the Group has any Financial Indebtedness outstanding other than as permitted by this Agreement.

(c) No member of the Group has granted any guarantee in respect of any obligation of any person other than as permitted by this Agreement.

21.20 **Ranking**

The Parent and each other Obligor represents and warrants that:

(a) Subject to the Legal Reservations and the Perfection Requirements, the Transaction Security has the ranking in priority which it is expressed to have in the Transaction Security Documents and it is not subject to any prior ranking or pari passu ranking Security, in each case, save as permitted pursuant to paragraph (c) of Clause 24.14 (*Negative pledge*) and/or in accordance with the Agreed Security Principles.

(b) Subject to the Legal Reservations, its payment obligations under the Finance Documents rank at least pari passu with the claims of all other unsecured and unsubordinated creditors except for obligations mandatorily preferred by law applying to companies generally.

21.21 **Good title to assets**

To the best of its knowledge and belief after due and careful enquiry it, and each of its Subsidiaries, has a good, valid and marketable title to, or valid leases or licences of, and all appropriate Authorisations to use, or otherwise has the right to use, the assets necessary to carry on its business as presently conducted, in each case if failure to do so has or is reasonably likely to have a Material Adverse Effect.

21.22 **Ownership of shares**

Save and except for any Permitted Security, it is the sole legal and beneficial owner of the respective shares over which it purports to grant Transaction Security.

21.23 **Shares**

The shares of any Obligor which are subject to the Transaction Security are fully paid and not subject to any option to purchase or similar rights (other than any such rights provided by applicable law). Subject to the Legal Reservations, the constitutional documents of Obligors whose shares are subject to the Transaction Security do not restrict or inhibit any transfer of those shares on creation or enforcement of the Transaction Security other than to the extent such restrictions are mandatorily required by law or the relevant provisions are removed from the relevant constitutional documents at, or prior to, the taking of, or within the relevant time period provided for in, the relevant Transaction Security.

21.24 **Intellectual Property**

(a) The Parent and each other Obligor represents and warrants that:

(i) It is the sole legal and beneficial owner of or has licensed to it all the Material Intellectual Property in each case where failure to do so would not reasonably be expected have a Material Adverse Effect.

(ii) It does not (nor does any of its Subsidiaries), in carrying on its business, infringe any Intellectual Property of any third party in any respect which would have a Material Adverse Effect.

(iii) It has taken all formal or procedural actions (including payment of fees) required to maintain any Material Intellectual Property owned by it save where failure to do so would not reasonably be expected to have a Material Adverse Effect.

(b) The Parent and NeoGames Systems Ltd represents and warrants that all of the Material Intellectual Property of the Group (excluding the Target Group) is owned by NeoGames Systems Ltd.

Miscellaneous

21.25 **Centre of main interests**

(a) Subject to paragraph (b) below, for the purposes of the Regulation, its centre of main interests (as that term is used in Article 3(1) of the Regulation) is situated in its Original Jurisdiction or England and Wales and it has no "establishment" (as that term is used in Article 2(10) of the Regulation) in any other jurisdiction (other than England and Wales).

(b) Paragraph (a) shall apply only to persons which are incorporated in one of the member states of the European Union or which, prior to the date of this Agreement, have their "centre of main interests" (as that term is used in Article 3(1) of the Regulation) or an "establishment" (as that term is used in Article 2(10) of the Regulation) in one of the member states of the European Union.

21.26 **Sanctions**

(a) Neither the Parent nor any member of the Group nor (to the best of their knowledge and belief, having made all due enquiries) any director or officer, employee, affiliate, agent or representative of the Parent or any member of the Group:

(i) is the subject or target of any Sanctions or is knowingly engaging in any transaction or conduct that would result in it becoming a Restricted Party; or

(ii) is subject to any claim, proceeding, formal notice or investigation with respect to Sanctions.

(b) No Loan, nor the proceeds from any Loan, has been used, directly or knowingly (having made due and careful enquiries) indirectly, to lend, contribute, provide or has otherwise been made available to fund any activity or business in any Sanctioned Jurisdiction or to fund any activity of or business with any Restricted Party, or in any other manner that resulted in any violation by any Finance Party of Sanctions.

(c) This Clause 21.26 is subject to the following disclosure from the Parent to the Finance Parties:

(i) In 2020, the Target Group had revenue of approximately EUR [***] attributable to [***].

(ii) In 2020, the Target Group had revenue of approximately EUR [***] attributable to [***].

(iii) In 2020, the Target Group had revenue of approximately EUR [***], and in 2021 approximately EUR [***], attributable to [***].

21.27 **Anti-money laundering**

(a) It and each of its Subsidiaries has conducted its businesses in compliance with applicable Anti-Money Laundering Laws and has instituted and maintained policies and procedures reasonably designed to promote and achieve compliance with such laws.

(b) Neither it, nor, to the best of the its knowledge (having made due and careful enquiry), any of its respective directors, officers, employees, agents, Affiliates or representatives, in each case when acting on behalf of any member of the Group, has violated or is violating any applicable Anti-Money Laundering Laws.

21.28 **Insurance**

The Parent and each other Obligor represents and warrants that it and each of its Subsidiaries maintain insurances on and in relation to its business and assets against those risks to the extent it is usual for companies of its size carrying on the same or substantially similar business.

21.29 **Use of proceeds**

Each Obligor represents and warrants that the proceeds of the Facilities will be used only as provided for in Clause 3 (*Purpose*) of this Agreement.

21.30 **Margin Regulations**

No US Obligor is engaged, principally or as one of its important activities, in the business of:

(a) purchasing or carrying Margin Stock; or

(b) extending credit for the purpose of purchasing or carrying Margin Stock.

21.31 **Investment Company Act**

No Obligor is required to be registered as an "investment company", or is "controlled" by an "investment company" within the meaning of the Investment Company Act of 1940.

21.32 **Compliance with ERISA**

(a) Except for those that would not, in the aggregate, reasonably be expected to have a Material Adverse Effect, to the knowledge of each US Obligor no circumstance exists that is reasonably likely to adversely affect the qualified status of the Benefit Plan.

(b) Except for those that would not, in the aggregate, reasonably be expected to have a Material Adverse Effect, (x) each Benefit Plan is in compliance with applicable provisions of ERISA, the Code and other requirements of law, (y) to the knowledge of any US Obligor, there are no existing or pending or threatened claims (other than routine claims for benefits in the normal course), sanctions, actions, lawsuits or other proceedings or investigation involving any Benefit Plan to which any US Obligor incurs or otherwise has or could have any direct or indirect, actual or contingent obligation or liability and (z) no ERISA Event is reasonably expected to occur.

(c) On the Closing Date, no ERISA Event has occurred in connection with which direct or indirect obligations and liabilities (contingent or otherwise) remain outstanding, which would, individually or in the aggregate, have a Material Adverse Effect.

21.33 **Times when representations made**

(a) Subject to paragraph (e) below, all the representations and warranties in this Clause 21 are made by each Original Obligor on the date of this Agreement and the Closing Date except for the representations and warranties set out in paragraphs (a) to (c) of Clause 21.11 (*No misleading information*) which are deemed to be made, with respect to the Base Case Model, by each Obligor on the date of this Agreement.

(b) The Repeating Representations are deemed to be made by each Obligor and the Parent on the date of each Utilisation Request, on each Utilisation Date and on the first day of each Interest Period.

(c) The representations and warranties in paragraphs (a) and (b) of Clause 21.12 (*Financial Statements*) are deemed to be made on the delivery of the relevant financial statements or budget (as applicable).

(d) The Repeating Representations are deemed to be made by each Additional Obligor (with respect to itself only), the representations and warranties in Clause 21.23 (*Shares*) and (in respect of a US Obligor only) Clauses 21.30 (*Margin Regulations*) to Clause 21.32 (*Compliance with ERISA*) (inclusive) are deemed to be made by each Additional Obligor (with respect to itself only) and, if relevant by any member of the Group (with respect to itself only) granting Transaction Security over the shares in the relevant Additional Obligor, in each case on the day on which the relevant Additional Obligor becomes (or it is proposed that it becomes) an Additional Obligor.

(e) Paragraph (b) of Clause 21.24 (*Intellectual Property*) shall be made by (i) the Parent on the date of this Agreement and on the Closing Date but not repeated thereafter and (ii) NeoGames Systems Ltd on the date on which it becomes an Additional Guarantor but not repeated thereafter.

(f) Each representation or warranty deemed to be made after the date of this Agreement shall be deemed to be made by reference to the facts and circumstances existing at the date the representation or warranty is deemed to be made.

22. INFORMATION UNDERTAKINGS

The undertakings in this Clause 22 remain in force from the date of this Agreement for so long as any amount is outstanding under the Finance Documents or any Commitment is in force.

In this Clause 22:

"**Annual Financial Statements**" means the financial statements of the Parent for a Financial Year delivered pursuant to paragraph (a) of Clause 22.1 (*Financial statements*).

"**Monthly Financial Statements**" means the financial statements delivered pursuant to paragraph (c) of Clause 22.1 (*Financial statements*).

"**Quarterly Financial Statements**" means the financial statements delivered pursuant to paragraph (b) of Clause 22.1 (*Financial statements*).

"**Reporting Month**" means the first two calendar months of a Financial Quarter.

22.1 **Financial statements**

The Parent shall supply to the Agent:

(a) commencing with the first Financial Year ending after the Closing Date, within 120 days after the end of each of its Financial Years, its audited consolidated financial statements for that Financial Year;

(b) commencing with the first full Financial Quarter ending after the Closing Date, within (i) 60 days after the end of each Financial Quarter occurring during the first full 12 Months ending after the Closing Date and (ii) thereafter within 45 days after the end of each Financial Quarter, its consolidated financial statements for that Financial Quarter; and

(c) subject to paragraph (b) of Clause 22.3 (*Requirements as to financial statements*), commencing with the first full Reporting Month ending after the Closing Date, within (i) 45 days after the end of each Reporting Month occurring during the first full 12 Months ending after the Closing Date and (ii) thereafter within 30 days after the end of each Reporting Month, its monthly financial statements on a consolidated basis for that Month.

Notwithstanding anything to the contrary in this Agreement, each set of accounts and financial statements or reports to be delivered pursuant to paragraphs (a) and (b) above which is posted to the SEC website at www.sec.gov (including, for the avoidance of doubt, any filing on Form 10-K or Form 10-Q) or any website published by or on behalf of the Group shall be deemed to have been delivered to the Agent on the date that the Agent has been provided written notice of such posting.

22.2 **Provision and contents of Compliance Certificate**

(a) The Parent shall supply a Compliance Certificate to the Agent with each set of its Annual Financial Statements and each set of its Quarterly Financial Statements.

(b) Each Compliance Certificate required to be delivered with the Annual Financial Statements shall:

(i) confirm, providing reasonable detail as to computation, which members of the Group are Material Companies;

(ii) confirm, providing reasonable detail as to computation, compliance with Clause 24.31 (*Guarantors and Security*);

(iii) following any adjustment to any of the Specified Provisions pursuant to Clause 9.9 (*Basket adjustment*), computations (together with supporting calculations in reasonable detail) of the revised amount of each basket set out in the Specified Provisions; and

(iv) set out in reasonable detail computations as to the calculation of the amount of Excess Cashflow, Prepayment Excess Cashflow and Retained Excess Cashflow.

(c) Each Compliance Certificate required to be delivered with Quarterly Financial Statements shall:

(i) set out (in reasonable detail) computations as to compliance with Clause 23.2 (*Financial condition*); and

(ii) following any adjustment to any of the Specified Provisions pursuant to Clause 9.9 (*Basket adjustment*), computations (together with supporting calculations in reasonable detail) of the revised amount of each basket set out in the Specified Provisions,

(d) Each Compliance Certificate shall be signed by the chief financial officer, chief executive officer or chief operating officer (or other equivalent senior officer) of the Parent.

22.3 **Requirements as to financial statements**

(a) The Parent shall procure that each set of Annual Financial Statements and Quarterly Financial Statements includes a balance sheet, profit and loss account (or equivalent income statement) and, in the case of Annual Financial Statements only, a cashflow statement. In addition, the Parent shall procure that:

(i) each set of Annual Financial Statements shall be audited by the Parent's Auditors; and

(ii) each set of Quarterly Financial Statements is accompanied by a cashflow statement in such form as prepared internally by the Group and which shall be delivered for information purposes only (and the Lenders will have no approval rights with respect to such quarterly cashflow statements (or the form thereof)).

(b) The Parent shall only be required to deliver Monthly Financial Statements (if any) in such form as prepared internally by the Group and such Monthly Financial Statements shall be delivered for information purposes only (and the Lenders will have no approval right or right to query or request additional information in respect of such Monthly Financial Statements (or the form thereof) and there shall be no requirement that the directors comment on the performance of the Group or any material developments or proposals affecting the Group or its business). To the extent that the Group does not (for whatever reason and for whatever length of time) produce Monthly Financial Statements and/or amends the form of such Monthly Financial Statements (in each case, in its sole discretion), there shall be no Default, Event of Default or other breach of this Agreement as a result thereof.

(c) Each set of Annual Financial Statements and Quarterly Financial Statements delivered pursuant to Clause 22.1 (*Financial statements*):

(i) shall be certified by the chief financial officer, chief executive officer or chief operating officer (or other equivalent senior officer) of the Parent as giving a true and fair view of (in the case of Annual Financial Statements for any Financial Year), or fairly representing (in the case of Quarterly Financial Statements for any Financial Quarter), its financial condition and operations as at the date as at which those financial statements were drawn up and, in the case of the Annual Financial Statements, shall be accompanied by the audit opinion in respect of those Annual Financial Statements;

(ii) in the case of the Quarterly Financial Statements, shall be accompanied by a statement by the chief financial officer, chief executive officer or chief operating officer (or other equivalent senior officer) of the Parent comparing actual performance (referring specifically to the balance sheet and profit and loss account) for the period to which the financial statements relate to the actual performance for the corresponding period in the preceding Financial Year of the Group;

(iii) shall be accompanied by a statement by the chief financial officer, chief executive officer or chief operating officer (or other equivalent senior officer) of the Parent comparing actual performance (referring specifically to the balance sheet and profit and loss account) for the period to which the financial statements relate to:

(A) the projected performance for that period set out in the Budget; and

(B) the actual performance for the corresponding period in the preceding Financial Year of the Group; and

(iv) shall be prepared (to the extent appropriate in the context of such financial statements) in accordance with the applicable Accounting Principles, and with the accounting practices and financial reference periods consistent with those applied in the preparation (to the extent applicable and in the case of the Parent) of the Base Case Model unless in relation to any set of financial statements or management accounts, the Parent notifies the Agent that there has been a change in the Accounting Principles or the accounting practices, at the request of the Agent:

(A) the Parent's Auditors (or, if appropriate, the auditors of the Obligor) shall deliver to the Agent a description of any change necessary for those financial statements to reflect those Accounting Principles or accounting practices upon which the Base Case Model (to the extent applicable) were prepared;

(B) the Parent's Auditors (or, if appropriate, the auditors of the Obligor) shall deliver to the Agent sufficient information, in form and substance as may be reasonably required by the Agent, to enable the Lenders to determine whether Clause 23 (*Financial Covenant*) has been complied with and to make an accurate comparison between the financial position indicated in those financial statements and the Base Case Model (in the case of the Parent); and

(C) the Parent and the Agent (on behalf of the Lenders) shall promptly after such notification enter into negotiations in good faith with a view to agreeing such amendments to Clause 23 (*Financial Covenant*) and/or the definitions of any or all of the terms used therein as are necessary to give the Lenders comparable protection to that contemplated at the date of this Agreement and if amendments satisfactory to the Agent are agreed by the Parent and the Agent in writing within 30 days of such notification to the Agent, those amendments shall take effect in accordance with the terms of that agreement provided that if no such agreement is reached within 30 days of that notification of change, the Agent shall (if so requested by the Majority Lenders) instruct the Parent's Auditors or independent accountants (approved by the Parent or, in the absence of such approval within five days of request by the Agent of such approval, a firm with recognised expertise) to determine any amendment to Clause 23 (*Financial Covenant*) and/or the definitions of any or all of the terms used therein which the Parent's Auditors or, as the case may be, accountants (acting as experts and not arbitrators) consider appropriate to ensure the change does not result in any material alteration in the commercial effect of those provisions of this Agreement. Those amendments shall take effect when so determined by the Parent's Auditors, or as the case may be, accountants. The reasonable cost and expense of the Parent's Auditors or accountants shall be for the account of the Parent.

Any reference in this Agreement to any financial statements shall be construed as a reference to those financial statements as adjusted to reflect the basis upon which the Base Case Model was prepared.

(d) Notwithstanding any other term of this Agreement no Default or Event of Default shall occur, or be deemed to occur, as a result of any restriction on the identity of the Parent's Auditors contained in this Agreement being prohibited, unlawful, ineffective, invalid or unenforceable pursuant to the Audit Laws.

22.4 **Budget**

(a) The Parent shall supply to the Agent, no later than (i) 90 days after the start of the first full Financial Year commencing after the Control Date and (ii) 60 days after the start of each subsequent Financial Year, an annual Budget for that Financial Year. For the avoidance of doubt, such Budget shall be provided for information only and shall not be subject to any approval or consent requirement from any Finance Party.

(b) The Parent shall ensure that each Budget:

(i) includes a projected consolidated profit and loss account, cashflow statement for the Group, projected financial covenant calculations and a cash and debt position for the Group;

(ii) is prepared in accordance with the Accounting Principles and the accounting practices and financial reference periods applied to financial statements or management accounts under Clause 22.1 (*Financial statements*); and

(iii) has been approved by the chief financial officer of the Parent.

(c) If the Parent updates or changes the Budget and those updates or changes are formally adopted by the board of directors of the Parent or the chief financial officer, chief executive officer or chief operating officer (or other equivalent senior officer) of the Parent, it shall promptly deliver to the Agent such updated or changed Budget together with a written explanation of the main changes in that Budget.

22.5 **Presentations and meetings**

(a) Once in every Financial Year and commencing with the first complete Financial Year commencing after the Control Date, upon the request of the Agent (acting on the instructions of the Lenders), the Parent shall (upon reasonable notice) give a presentation to the Finance Parties about the ongoing business and financial performance of the Group.

(b) While no Event of Default is continuing, and in addition to any other requirement under this Agreement including under paragraph (c) of this Clause 22.5, the Agent (acting on the instructions of the Lenders) may, upon not less than 10 Business Days' prior written notice to the Parent, request a call or meeting with the chief executive officer, chief financial officer or other senior management attending by way of telephone participation or video (as the case may be) to discuss the ongoing business and financial performance of the Group.

No request under this paragraph (b) may be made on more than two (2) occasions in any Financial Year.

(c) While an Event of Default is continuing, the Agent may, upon not less than 3 Business Days' prior written notice to the Parent, request a presentation about the ongoing business and financial performance of the Group from the chief executive officer and the chief financial officer of the Group. There shall be no limit on the number of presentations which may be requested under this paragraph (c).

22.6 **Year-end**

The Parent shall not change its Accounting Reference Date.

22.7 **Information: miscellaneous**

The Parent shall supply to the Agent:

(a) at the same time as they are dispatched, copies of all documents required by law to be dispatched by the Parent or any Obligor to its shareholders or creditors (or any class of them) generally other than in the ordinary course of day-to-day business;

(b) promptly upon becoming aware of them, the details of any litigation, arbitration or administrative proceedings which are current, threatened in writing or pending against any Obligor and, if adversely determined, are reasonably likely to have a Material Adverse Effect;

(c) promptly upon becoming aware that a prepayment will be required, details of any disposal or insurance claim which will give rise to an obligation to apply Disposal Proceeds or Insurance Proceeds in prepayment under Clause 9.2 (*Disposal and Insurance Proceeds*); and

(d) promptly on request, such further information regarding the financial condition, assets or operations of the Group and/or any member of the Group as any Finance Party (through the Agent) may reasonably request.

22.8 **Notification of default**

(a) Each Obligor shall notify the Agent of any Event of Default (and the steps, if any, being taken to remedy it) promptly upon becoming aware of its occurrence (unless that Obligor is aware that a notification has already been provided by another Obligor).

(b) Promptly upon a request by the Agent, the Parent shall supply to the Agent a certificate signed by a senior officer of the Parent who has the authority to legally bind the Parent certifying that no Default is continuing (or if a Default is continuing, specifying the Default and the steps, if any, being taken to remedy it) if the Agent has reasonable grounds for believing that a Default has occurred and is continuing.

22.9 **"Know your customer" checks**

(a) If:

(i) the introduction of or any change in (or in the interpretation, administration or application of) any law or regulation made after the date of this Agreement;

(ii) any change in the status of an Obligor or the composition of the shareholders of an Obligor after the date of this Agreement; or

(iii) a proposed assignment or transfer by a Lender of any of its rights and/or obligations under this Agreement to a party that is not a Lender prior to such assignment or transfer,

obliges the Agent, the Security Agent or any Lender (or, in the case of paragraph (a)(iii) above, any prospective new Lender) to comply with "know your customer" or similar identification procedures in circumstances where the necessary information is not already available to it, each Obligor shall promptly upon the request of the Agent, the Security Agent or any Lender supply, or procure the supply of, such documentation and other evidence as is reasonably requested by the Agent (for itself or on behalf of any Lender or the Security Agent) or the Security Agent or any Lender (for itself or, in the case of the event described in paragraph (a)(iii) above, on behalf of any prospective new Lender) in order for the Agent, the Security Agent, such Lender or, in the case of the event described in paragraph (a)(iii) above, any prospective new Lender to carry out and be satisfied it has complied with all necessary "know your customer" or other similar checks under all applicable laws and regulations, including the Patriot Act, pursuant to the transactions contemplated in the Finance Documents.

(b) Each Lender shall promptly upon the request of the Agent or Security Agent supply, or procure the supply of, such documentation and other evidence as is reasonably requested by the Agent (for itself or the Security Agent) and the Security Agent (for itself) in order for the Agent and the Security Agent to carry out and be satisfied it has complied with all necessary "know your customer" or other similar checks under all applicable laws and regulations, including the Patriot Act, pursuant to the transactions contemplated in the Finance Documents.

(c) The Parent shall, by not less than five Business Days' prior written notice to the Agent, notify the Agent (which shall promptly notify the Lenders) of its intention to request that one of its Subsidiaries becomes an Additional Obligor pursuant to Clause 28 (*Changes to the Obligors*).

(d) Following the giving of any notice pursuant to paragraph (c) above, if the accession of such Additional Obligor obliges the Agent, the Security Agent or any Lender to comply with "know your customer" or similar identification procedures in circumstances where the necessary information is not already available to it, the Parent shall promptly upon the request of the Agent, the Security Agent or any Lender supply, or procure the supply of, such documentation and other evidence as is reasonably requested by the Agent (for itself or on behalf of any Lender or the Security Agent), the Security Agent or any Lender (for itself or on behalf of any prospective new Lender) in order for the Agent or the Security Agent or such Lender or any prospective new Lender to carry out and be satisfied it has complied with all necessary "know your customer" or other similar checks under all applicable laws and regulations, including the Patriot Act, pursuant to the accession of such Subsidiary to this Agreement as an Additional Obligor.

22.10 **Restrictions**

Notwithstanding any other term of the Finance Documents, all reporting and other information requirements in the Finance Documents shall be subject to any binding confidentiality restrictions with third parties and any legal, regulatory, listing or stock exchange rules or other restrictions relating to the supply of information binding on any member of the Group and in no circumstances shall any member of the Group be required to disclose (and in no circumstances shall any breach, Default or Event of Default arise from a failure to disclose) any information in breach of such restrictions for as long as such restrictions are in place (but shall be required to disclose information to the maximum extent possible without giving rise to such breach).

23. FINANCIAL COVENANT

23.1 **Financial definitions**

In this Agreement:

"**Borrowings**" means, at any time, (without double counting) the outstanding principal, capital or nominal amount of Financial Indebtedness, excluding:

(a) any Treasury Transaction, except to the extent due and payable;

(b) the amount of any liability in respect of pension obligations of the Group;

(c) Financial Indebtedness owed by one member of the Group to another member of the Group;

(d) any Subordinated Debt and any other amounts owed by a member of the Group which are properly subordinated under the Intercreditor Agreement in accordance with its terms (or otherwise to the satisfaction of the Agent); and

(e) any increase or decrease in the amount of Borrowings arising solely and directly due to the application of accounting standard IAS39 or IFRS9 (where applicable).

"**Cashflow**" means, in respect of any Relevant Period, Consolidated EBITDA for that Relevant Period after:

(a) adding the amount of any decrease (and deducting the amount of any increase) in Working Capital for that Relevant Period;

(b) adding the amount of any cash receipts (and deducting the amount of any cash payments) during that Relevant Period in respect of any Exceptional Items not already taken account of in calculating Consolidated EBITDA for any Relevant Period (other than, in the case of cash receipts, Disposal Proceeds and Insurance Proceeds);

(c) adding the amount of any cash receipts during that Relevant Period in respect of any Tax rebates or credits and deducting the amount actually paid or due and payable in respect of Taxes during that Relevant Period by any member of the Group;

(d) adding (to the extent not already taken into account in determining Consolidated EBITDA) the amount of any dividends or other profit distributions received in cash by any member of the Group during that Relevant Period from any entity which is itself not a member of the Group and deducting (to the extent not already deducted in determining Consolidated EBITDA) the amount of any dividends paid in cash during the Relevant Period to minority shareholders in members of the Group;

(e) adding the amount of any increase in provisions, other non-cash debits and other non-cash charges (which are not Current Assets or Current Liabilities) and deducting the amount of any non-cash credits (including releases of provisions) (which are not Current Assets or Current Liabilities) in each case to the extent taken into account in establishing Consolidated EBITDA;

(f) deducting the amount of any Capital Expenditure actually made during that Relevant Period by any member of the Group and the aggregate of any cash consideration paid for, or the cash cost of, any Business Acquisitions (including all fees, costs, expenses, stamp, registration and other Taxes incurred in connection with any Business Acquisition and the refinancing of any indebtedness of the target group acquired);

(g) deducting the amount of any cash costs of Pension Items during that Relevant Period to the extent not taken into account in establishing Consolidated EBITDA; and

(h) deducting the amount of all cash dividends, distributions and other Permitted Payments paid or made by the Parent or any other member of the Group in the Relevant Period except to the extent that such dividend, distribution or Permitted Payment is funded out of Retained Excess Cashflow in respect of a previous Financial Year,

and so that no amount shall be added (or deducted) more than once and the effect of all cash movements associated with the Acquisition shall be excluded.

"**Consolidated EBITDA**" means in respect of any Relevant Period the operating profits of the Group from ordinary activities for such Relevant Period after adding back:

(a) any depreciation or amortisation, write off or write down charged to the consolidated operating profits of the Group for such period (including, for the avoidance of doubt, those related to Borrowings);

(b) any amount related to the impairment or negative revaluation of any asset during such period;

(c) any loss against book value incurred by the Group on the disposal of any asset (other than the sale of trading stock or the sale of any Cash Equivalent Investments held by the Group in the ordinary course of business) during such period or any business interruption loss incurred which is covered by insurance or any loss covered by third party indemnification;

(d) any negative Exceptional Items (or provision made for such Exceptional Items) for such period;

(e) financial charges or losses (including, for the avoidance of doubt, fees, discounts, premiums, prepayment fees and commissions, potential losses related to hedging instruments and financial charges and losses related to Financial Indebtedness, including due to the modification or early retirement thereof) whether or not paid, deferred or capitalised during such period;

(f) the Total Purchase Price and acquisition related costs (including subsequent adjustments to purchase price, contingent consideration and earnouts) in relation to any Permitted Acquisition and any acquisition prior to the Closing Date to the extent charged or amortised in that period to, or against, the consolidated profit and loss account of the Group;

(g) any amount of Tax on profits, gains or income paid or payable by the Group during such period;

(h) interest accrued as an obligation of any member of the Group whether or not paid, deferred or capitalised during such period;

(i) any Acquisition Costs;

(j) monitoring, operating, non-executive director and advisory fees paid during such period to the extent permitted by this Agreement and costs associated with compliance with the requirements of the Sarbanes-Oxley Act of 2002 and the rules and regulations promulgated in connection therewith;

(k) pension provisions;

(l) any unrealised losses due to exchange rate movements;

(m) any loss arising as a result of Debt Purchase Transactions;

(n) any non-cash charges represented by expenses related to employee incentive programmes;

(o) any dividends or other profit distributions (net of withholding tax) received by any member of the Group from any person who is a Non-Group Entity to the extent that amount is actually received in Cash;

(p) any fees, costs, expenses, taxes, duties, amortisation or charges relating to any equity offering, investments, acquisitions, dispositions or Financial Indebtedness permitted under the Finance Documents or preparation for or responding to any RFP or submission of a bid for any potential client or customer contract (whether or not successful);

(q) (i) restructuring costs, integration costs, business optimisation expenses or costs (including charges directly related to implementation of cost-savings initiatives (including Group Initiatives)), operating expense reductions, integration, transition, facilities opening and pre-opening expenses (including contract termination costs and any costs related to the opening of offices), retention, signing bonuses, relocation, recruiting and other employee related expenses (or, in each case, provisions booked for such costs or expenses), (ii) restructuring costs and reserves, including, without limitation, in connection with acquisitions and closing and/or consolidation of facilities and (iii) costs and expenses associated with business expansion and startup costs for new business lines, geographic expansion or new products expected to be implemented within 24 months of the date thereof; and

(r) pro forma adjustments (excluding any revenue synergies or revenue enhancements) identified in any quality of earnings report prepared in connection with any acquisition occurring after the Closing Date by financial advisors that are reasonably acceptable to the Agent (it being understood and agreed that any of the "Big Four" accounting firms and other nationally and regionally recognised accounting firms shall be deemed acceptable) (such approval not to be unreasonably withheld or delayed),

but after deducting:

(i) financial income or gain;

(ii) any positive Exceptional Items for such period (or the release of any provisions made for such Exceptional Items);

(iii) interest owed to any member of the Group whether or not paid, deferred or capitalised during such period;

(iv) any amount of any rebate or credit or refund in respect of Tax on profits, gains or income received or receivable by the Group during such period;

(v) any gain over book value arising in favour of the Group on the sale, lease or other disposal of any asset (other than the sale of trading stock in the ordinary course of business) during such period and any gain arising on any revaluation of any asset during such period;

(vi) the release of pension provisions;

(vii) any gain arising as a result of Debt Purchase Transactions;

(viii) any unrealised gains due to exchange rate movements;

(ix) any amount related to the reversal of an impairment or negative revaluation of any asset during such period; and

(x) the amount of any profit of any Non-Group Entity to the extent that the amount of the profit included in the financial statements of the Group exceeds the amount actually received in cash by members of the Group through distributions by the Non-Group Entity (and not, for the avoidance of doubt, including any losses of any such person),

in each case, without double counting and to the extent added, deducted or taken into account, as the case may be, for the purposes of determining profits of the Group from ordinary activities before taxation.

"**Consolidated Pro Forma EBITDA**" means, in relation to a Relevant Period, Consolidated EBITDA for that Relevant Period adjusted by:

(a) including the operating profit before interest, tax, depreciation, and amortisation and impairment charges (calculated on the same basis as Consolidated EBITDA) of a member of the Group (or attributable to a business, undertaking or collection of assets) acquired during the Relevant Period for that part of the Relevant Period prior to its becoming a member of the Group or (as the case may be) prior to the acquisition of the business or assets;

(b) excluding the operating profit before interest, tax, depreciation, and amortisation and impairment charges (calculated on the same basis as Consolidated EBITDA) attributable to any member of the Group (or to any business, undertaking or collection of assets) disposed of during the Relevant Period for that part of the Relevant Period; and

(c) including any applicable Pro Forma Synergies.

"**Consolidated Total Net Debt**" in respect of the Group at any time, means the aggregate at that time of all Borrowings of members of the Group calculated on a consolidated basis including, in the case of Finance Leases, only the capitalised value of that Finance Lease less the aggregate amount of cash and Cash Equivalent Investments of the Group on a consolidated basis **provided that** cash and Cash Equivalent Investments of the Group which are the proceeds of Financial Indebtedness shall not be deducted from the calculation of Consolidated Total Net Debt except to the extent that such Financial Indebtedness is incurred under the Super Senior Facilities.

"**Current Assets**" means the aggregate (on a consolidated basis) of all inventory, work in progress, trade and other receivables of each member of the Group including prepayments in relation to operating items and sundry debtors maturing within 12 months from the date of computation but excluding amounts in respect of:

(a) receivables in relation to Tax;

(b) Exceptional Items and other non-operating items;

(c) insurance claims;

(d) any interest owing to any member of the Group;

(e) amounts owed by any sellers under and in connection with the Acquisition (including the Offer); and

(f) amounts owed by the sellers of the shares under and in connection with any Permitted Acquisition.

"**Current Liabilities**" means the aggregate (on a consolidated basis) of all liabilities (including trade creditors, accruals, provisions and payments received in advance) of each member of the Group falling due within 12 months from the date of computation but excluding amounts in respect of:

(a) liabilities for Borrowings and Finance Charges;

(b) liabilities for Tax;

(c) Exceptional Items and other non-operating items;

(d) insurance claims;

(e) liabilities in relation to dividends declared but not paid by the Parent or by a member of the Group in favour of a person which is not a member of the Group;

(f) amounts owed to any shareholders under and in connection with the Acquisition (including the Offer); and

(g) amounts owed to the seller or sellers of the shares under and in connection with any Permitted Acquisition.

"**Debt Service**" means, in respect of any Relevant Period, the aggregate of:

(a) Finance Charges for that Relevant Period;

(b) the aggregate of all scheduled repayments of Borrowings (as such may be reduced by the application of prior prepayments) falling due during that Relevant Period but excluding:

  (i) any amounts falling due under any overdraft or revolving facility (including, without limitation, any facility under the Super Senior RCF Agreement) and which were available for simultaneous redrawing according to the terms of that facility;

  (ii) any mandatory or voluntary prepayment;

  (iii) any such obligations owed to any member of the Group; and

  (iv) any prepayment of Borrowings existing on the Closing Date which is required to be repaid under the terms of this Agreement;

(c) any interest accruing (whether or not paid) on Borrowings of a person that is not a member of Group but which Borrowings are guaranteed by a member of the Group or secured by Security on assets of a member of the Group;

(d) all cash dividends payable on or in respect of all Disqualified Equity Interests of the Parent or any series of Preferred Equity Interests of any Subsidiary, other than dividends on any equity interests payable to the Parent or a Subsidiary; and

(e) the amount of the capital element of any payments in respect of that Relevant Period payable under any Finance Lease entered into by any member of the Group,

and so that no amount shall be included more than once.

"**Disqualified Equity Interests**" means any shares or other equity interest (each an "**Equity Interest**") that, by its terms (or by the terms of any security or other Equity Interests into which it is convertible or for which it is exchangeable), or upon the happening of any event or condition:

(a) matures or is mandatorily redeemable (other than solely for Qualified Equity Interests or Subordinated Debt), pursuant to a sinking fund obligation or otherwise (except as a result of a change of control, initial public offering or asset sale so long as any rights of the holders thereof upon the occurrence of a change of control, initial public offering or asset sale event shall be subject to the prior repayment in full of the Loans (other than contingent obligations that by their terms survive) and the termination of the Commitments);

(b) is redeemable at the option of the holder thereof (other than solely for Qualified Equity Interests or Subordinated Debt and other than as a result of a change of control, initial public offering or asset sale so long as any rights of the holders thereof upon the occurrence of a change of control, initial public offering or asset sale event shall be subject to the prior repayment in full of the Loans and payable (other than contingent obligations that by their terms survive) and the termination of the Commitments), in whole or in part; or

(c) is or becomes convertible into or exchangeable for Financial Indebtedness or any other Equity Interest that would constitute Disqualified Equity Interests,

in each case, prior to the date that is 180 days after the Termination Date of the Loans at the time of issuance of such Equity Interests; provided that if such Equity Interests are issued to any employees, other service providers, directors, officers or members of management or pursuant to a plan for the benefit of employees, other service providers, directors, officers or members of management of the Parent or the Subsidiaries or by any such plan to such employees, other service providers, directors, officers or members of management, such Equity Interests shall not constitute Disqualified Equity Interests solely because they may be required to be repurchased by the Parent or the Subsidiaries in order to satisfy applicable statutory or regulatory obligations or as a result of such employees', other service providers', directors', officers' or management members' termination, death or disability.

"**Exceptional Items**" means any unusual, exceptional, one-off, non-recurring or extraordinary items.

"**Excess Cashflow**" means, for any period for which it is being calculated, Cashflow for that period less (except to the extent already deducted in calculating Cashflow):

(a) Debt Service for that period;

(b) the amount of any voluntary prepayments made under the Finance Documents or Super Senior Finance Documents during that period other than such prepayments financed or refinanced with the proceeds of an Accordion Facility or of Incremental Equivalent Debt and provided that voluntary prepayment of loans under the Super Senior Facilities shall only be deducted if the corresponding commitments are cancelled on such prepayment;

(c) the amount of any mandatory prepayments made under Clause 8.1 (Illegality), 13.3 (Market disruption), 15.2 (Tax gross-up), 15.3 (Tax indemnity), 16.1 (Increased costs), (or the equivalent Clauses in the Super Senior Finance Documents and Incremental Equivalent Debt Finance Documents) during that period;

(d) any expenditure designated in that period to be made following that period for acquisitions (including any reasonably-estimated deferred consideration), Capital Expenditure and restructurings (provided that if any amount so designated is not actually spent in that following period, Excess Cashflow for that following period shall be increased by a corresponding amount); and

(e) any Non-Cashflow Sources (to the extent included in Cashflow),

provided that, for the avoidance of doubt, no cash movements as a result of a factoring transaction shall increase or contribute to Excess Cashflow.

"**Finance Charges**" means, for any Relevant Period, the aggregate amount of the accrued interest, commission, fees, discounts, prepayment fees, premiums or charges and other finance payments in respect of Borrowings whether paid, payable or capitalised by any member of the Group (calculated on a consolidated basis and excluding any such obligations to any other member of the Group) in respect of that Relevant Period:

(a) excluding any upfront fees or costs (including any arrangement fees, ticking fee, any Acquisition Cost, and all fees, costs, expenses, stamp, registration and other similar Taxes incurred in connection with a Permitted Acquisition and the refinancing of any indebtedness of the target group acquired) and any amortisation of such fees or costs;

(b) including the interest (but not the capital) element of payments in respect of Finance Leases;

(c) including any commission, fees, discounts and other finance payments payable by (and deducting any such amounts payable to) any member of the Group under any interest rate hedging arrangement;

(d) excluding any interest cost or expected return on plan assets in relation to any post-employment benefit schemes;

(e) taking no account of any unrealised gains or losses on any financial instruments other than any derivative instruments which are accounted for on a hedge accounting basis;

(f) less interest income accrued as a receivable (whether or not paid) on bank deposits or other Cash Equivalent Investments;

(g) plus consideration given by the Group during that period, and relating to that period whether by way of discount or otherwise in connection with any acceptance credit, bill discounting, debt factoring or other like arrangement included in Borrowings; and

(h) excluding capitalised interest costs on any Subordinated Debt, and, so that no amount shall be added (or deducted) more than once.

"**Finance Lease**" means any finance lease or capital lease (other than any which is or would have been classified as an operating lease under the Accounting Principles in force as at the date of this Agreement).

"**Financial Covenant**" means the financial covenant set out in Clause 23.2 (*Financial condition*).

"**Financial Quarter**" means each period running from (and including) one Quarter Date to (but excluding) the next succeeding Quarter Date.

"**Financial Year**" means the annual accounting period of the Group ending on or about 31 December in each year.

"**First Test Date**" means 30 September 2022.

"**Fixed Charge Cover Ratio**" means, in respect of any Relevant Period, the ratio of Consolidated Pro Forma EBITDA for that Relevant Period to Debt Service for that Relevant Period (subject to Clause 1.9 (*Calculation Adjustments*)).

"**Group Initiative**" means a restructuring, cost reduction initiative (including but not limited to any reduction in employee headcount, any employee relocation or any termination of any lease agreement) or reorganisation.

"**Leverage**" means, in respect of any Relevant Period, the ratio of Consolidated Total Net Debt on the last day of that Relevant Period (provided that for this purpose, Consolidated Total Net Debt shall include the full amount of the commitments constituting the Super Senior Facilities (if any) as if such Super Senior Facilities are fully drawn and/or utilised (as applicable) and, for the avoidance of doubt, if no such Super Senior Facilities have been committed and are available to be drawn, no such amount shall be included in the calculation of Consolidated Total Net Debt) to Consolidated Pro Forma EBITDA for that Relevant Period (subject to Clause 1.9 (*Calculation Adjustments*)).

"**Non-Cashflow Sources**" means, at any time, the aggregate of the following (in each case, to the extent not applied for any other purpose):

(a) the net cash proceeds from any Permitted Investor Injection;

(b) any amount which qualified to be applied as a Permitted Payment under paragraph (c) or (d) of the definition thereof to a Holding Company of the Parent but which has been retained by the Group;

(c) Excluded Disposal Proceeds and Excluded Insurance Proceeds and any Disposal Proceeds or Insurance Proceeds which are not required to be applied in mandatory prepayment of the Facilities;

(d) any Waived Amount;

(e) any closing overfunding; and

(f) any Retained Excess Cashflow.

"**Non-Group Entity**" means any investment or entity (which is not itself a member of the Group) in which any member of the Group has an ownership interest.

"**Permitted Investor Injection**" means proceeds of Subordinated Debt made available to the Parent after the Closing Date or a Permitted Share Issue under paragraph (c) of that definition which, in each case is provided by a person who has become party to and has acceded as a "Subordinated Creditor", to the Intercreditor Agreement in accordance with its terms.

"**Preferred Equity Interests**", as applied to Equity Interests of any member of the Group, means Equity Interests of any class or classes (however designated) which is preferred as to payment of dividends or as to the distribution of assets upon any voluntary or involuntary liquidation or dissolution of such member of the Group, over the Equity Interests of any other class of such member of the Group.

"**Pro Forma Synergies**" means any cost savings, operating expense reductions, other operating improvements, cost synergies and other similar items (excluding for the avoidance of doubt any revenue synergies or revenue enhancements) resulting from (a) Permitted Acquisitions or Permitted Disposals and (b) Group Initiatives, capital expenditure or any similar initiatives, in each case on a full "run-rate" basis in connection with a Permitted Acquisition or a Permitted Disposal which has completed or a Group Initiative, capital expenditure or similar initiative which has been commenced (but not been withdrawn) or completed (each a "**Relevant Event**") provided that:

(a) if any individual Pro Forma Synergy constitutes more than [***] per cent. of Consolidated Pro Forma EBITDA, it shall be commented upon in writing to the Agent by one of the "Big Four" accountancy firms (or any other independent and internationally reputable accountancy or financial firm (as selected by the Parent acting reasonably)) as not being unreasonable; and

(b) in aggregate, the Pro Forma Synergies shall not constitute more than [***] per cent. of Consolidated Pro Forma EBITDA,

and in each case, such Pro Forma Synergies are reasonably expected to be realised at any time within 15 Months of the date of the Relevant Event."**Qualified Equity Interests**" means any Equity Interests that are not Disqualified Equity Interests.

"**Quarter Date**" means each of 31 March, 30 June, 30 September and 31 December (if applicable, subject to weekday adjustments) in each Financial Year of the Group.

"**Relevant Period**" means each period of 12 Months ending on a Quarter Date (which may include periods prior to the Closing Date).

"**Test Date**" means the First Test Date and each subsequent Quarter Date or, if any such date is not a Business Day, the Parent may elect that such date shall be the next Business Day or the immediately preceding Business Day.

"**Testing Period**" means any Relevant Period ending on a Test Date.

"**Working Capital**" means, on any date, Current Assets less Current Liabilities.

23.2 **Financial condition**

For the benefit of the Lenders under Facility B only (in such capacity only and, for the avoidance of doubt, excluding any Super Senior Facility), the Parent shall ensure that Leverage on each Test Date ending on or after the First Test Date (in respect of that Testing Period) will not exceed the ratio set out opposite that Test Date in the table below:

Test Date	Leverage
[***]	[***]:1.00
[***]	[***]:1.00
[***]	[***]:1.00
[***]	[***]:1.00
[***]	[***]:1.00
[***]	[***]:1.00
[***]	[***]:1.00
[***]	[***]:1.00
[***]	[***]:1.00
[***]	[***]:1.00
[***]	[***]:1.00
[***]	[***]:1.00
[***]	[***]:1.00
[***]	[***]:1.00

23.3 **Financial testing**

(a) The Financial Covenant shall be calculated in accordance with the Accounting Principles and tested by reference to each of the financial statements delivered pursuant to paragraph (b) of Clause 22.1 (*Financial statements*) and/or each Compliance Certificate delivered pursuant to Clause 22.3 (*Requirements as to financial statements*) for the relevant Financial Quarter of the Parent.

(b) For the purpose of any calculation for the purposes of the definitions under Clause 23.1 (*Financial definitions*) and any calculations under Clause 23.2 (*Financial condition*) for each Testing Period ending on a date which is less than 12 months after the Closing Date:

(i) Consolidated Pro Forma EBITDA shall be calculated by reference to the actual historic data over the previous 12 Months (but calculated in accordance with the definition of "Consolidated Pro Forma EBITDA"); and

(ii) Finance Charges shall be calculated by annualising Finance Charges that have accrued in the period since the Closing Date to the end of that Testing Period.

(c) For the purpose of any calculation for the purposes of the definitions under Clause 23.1 (*Financial definitions*) and any calculations under Clause 23.2 (*Financial condition*):

(i) no item shall be deducted or credited more than once;

(ii) the effect of any unrealised currency exchange gains and losses shall be excluded;

(iii) the financial result of any Joint Venture (including, without limitation, items from the income statement, balance sheet and cashflow) shall be included in the relevant amount for the Group only to the extent of the relevant Group member's proportional share of the ownership in that Joint Venture (as set out or calculated consistently with the treatment in the Base Case Model); and

(iv) so long as any savings and synergies referred to in the definition of "Pro Forma Synergies" are projected as being realisable at any time during the applicable Testing Period, it may be assumed that such savings and synergies will be realisable during the entire such period, provided that any such pro forma increase to Consolidated EBITDA shall be without duplication for savings or synergies actually realised during such period and already included in Consolidated EBITDA.

23.4 **Equity cure**

(a) The Parent may prevent and/or cure breaches of the Financial Covenant (an "**Equity Cure**") in respect of any applicable Testing Period (the "**Applicable Period**") before the date which is 20 Business Days after the date on which the relevant Compliance Certificate was due with the proceeds of additional equity (including, for the avoidance of doubt, any rights issue or other secondary equity raised by the Parent) and/or Subordinated Debt (a "**Cure Amount**").

(b) The Cure Amount shall be deemed to have been received by the Group on the applicable Test Date by either:

(i) adding such Cure Amount to Consolidated EBITDA (an "**EBITDA Cure**") for the Applicable Period; or

(ii) deducting such Cure Amount from the calculation of Consolidated Total Net Debt so that the amount of Consolidated Total Net Debt as at the Test Date shall be deemed to have been reduced by the amount of such Cure Amount,

whereupon, in each case, the Financial Covenant shall be recalculated (and, for the avoidance of doubt, in neither case shall any such Cure Amount count as cash).

(c) The Parent's ability to prevent or cure breaches of the Financial Covenant as set out in paragraph (b) above is subject to the following restrictions:

(i) no more than five Equity Cures may be taken into account after the Closing Date;

(ii) EBITDA Cures may not be utilised on more than four occasions after the Closing Date; and

(iii) Equity Cures may not be made in consecutive Financial Quarters,

provided that:

(A) there shall be no requirement to apply any Cure Amount in prepayment of Facility B;

(B) an Equity Cure shall only be included as a Cure Amount for the purposes of testing the Financial Covenant and shall be disregarded for all other purposes under the Finance Documents (including, without limitation, that it shall not constitute a Non-Cashflow Source) and there shall be no adjustment to Consolidated EBITDA or Consolidated Total Net Debt other than for the purposes of and in accordance with the provisions of this Clause 23.4, but, for the avoidance of doubt, both the proceeds of such Equity Cure and Cash Equivalent Investments purchased with the proceeds thereof shall not be deducted from Borrowings for the purposes of calculating Consolidated Total Net Debt; and

(C) there shall be no limit or restriction on the amount of any Cure Amount exceeding the minimum amount required to prevent or, as the case may be, cure any breach of the Financial Covenant.

24. GENERAL UNDERTAKINGS

The undertakings in this Clause 24 remain in force from the date of this Agreement for so long as any amount is outstanding under the Finance Documents or any Commitment is in force.

Authorisations and compliance with laws

24.1 **Authorisations**

The Parent and each Obligor shall promptly obtain, comply with and do all that is necessary to maintain in full force and effect any Authorisation required under any law or regulation of a Relevant Jurisdiction to:

(a) enable it to perform its obligations under the Finance Documents to which it is a party;

(b) ensure the legality, validity, enforceability or admissibility in evidence of any Finance Document; and

(c) enable it to carry on its business where failure to do so has or is reasonably likely to have a Material Adverse Effect.

24.2 **Compliance with laws**

The Parent and each Obligor shall (and the Parent shall ensure that each member of the Group will) comply in all respects with all laws to which it may be subject if failure to comply has or is reasonably likely to have a Material Adverse Effect.

24.3 **Environmental compliance**

Each Obligor shall (and the Parent shall ensure that each member of the Group will):

(a) comply with all Environmental Laws to which it is subject;

(b) obtain, maintain and ensure compliance with all requisite Environmental Permits; and

(c) implement procedures to monitor compliance with and to prevent liability under any Environmental Law.

where failure to do so has or is reasonably likely to have a Material Adverse Effect.

24.4 **Environmental claims**

Each Obligor shall (through the Parent), promptly upon becoming aware of the same, inform the Agent in writing of:

(a) any Environmental Claim against any member of the Group which is current, pending or threatened; and

(b) any facts or circumstances which are reasonable likely to result in any Environmental Claim being commenced or threatened against any member of the Group.

where the claim has or is reasonably likely to have a Material Adverse Effect.

24.5 **Taxation**

Each Obligor shall (and the Parent shall ensure that each Material Company will) pay and discharge all Taxes imposed upon it or its assets within the time period allowed or, if later, before incurring material penalties unless and only to the extent that:

(a) such payment is being contested in good faith;

(b) adequate reserves are being maintained for those Taxes and the costs required to contest them; and

(c) such payment can be lawfully withheld (or withheld without material penalty),

where failure to pay those Taxes does not have or is not reasonably likely to have a Material Adverse Effect.

Restrictions on business focus

24.6 **Merger**

No Obligor shall (and the Parent shall ensure that no other member of the Group will) enter into any amalgamation, demerger, merger, consolidation or corporate reconstruction other than a Permitted Transaction, a Permitted Acquisition or a Permitted Disposal.

24.7 **Change of business**

The Parent shall procure that no substantial change is made to the general nature of the business of the Group taken as a whole from that carried on by the Group and the Closing Date JVs on the date of this Agreement (assuming the Control Date has occurred) and any other services, activities or businesses incidental or related, similar or complementary to any such line of business engaged in by the Group and/or the Closing Date JVs or any business activity that is a reasonable extension, development or expansion thereof or ancillary thereto.

24.8 **Acquisitions**

(a) Except as permitted under paragraph (b) below, no Obligor shall (and the Parent shall ensure that no other member of the Group will):

(i) acquire a company or any shares or securities or a business or undertaking (or, in each case, any interest in any of them); or

(ii) incorporate a company.

(b) Paragraph (a) above does not apply to an acquisition of a company, of shares or securities or of a business or undertaking (or, in each case, any interest in any of them) or the incorporation of a company which is:

(i) a Permitted Acquisition;

(ii) a Permitted Transaction; or

(iii) a Permitted Joint Venture.

24.9 **Joint ventures**

(a) Except as permitted under paragraph (b) below, no Obligor shall (and the Parent shall ensure that no other member of the Group will):

(i) enter into, invest in or acquire any shares, stocks, securities or other interest in any Joint Venture; or

(ii) transfer any assets or lend to or guarantee or give an indemnity for or give Security for the obligations of a Joint Venture or maintain the solvency of or provide working capital to any Joint Venture.

(b) Paragraph (a) above does not apply to any such transaction which is:

(i) a Permitted Acquisition;

(ii) a Permitted Disposal;

(iii) a Permitted Loan;

(iv) a Permitted Guarantee;

(v) a Permitted Security;

(vi) a Permitted Transaction; or

(vii) a Permitted Joint Venture.

24.10 **Anti-corruption law**

(a) Neither the Parent nor any Obligor shall (and the Parent shall ensure that no other member of the Group will) directly or knowingly indirectly use the proceeds of the Facilities in furtherance of any offer, payment, promise to pay or authorisation of the payment of money or anything else of value to any Person, including any Government Official, in violation of any applicable Anti-Corruption Law or for any illegal bribe, rebate, payoff, influence payment, kickback or benefit.

(b) The Parent and each Obligor shall (and the Parent shall ensure that each other member of the Group and any director, officer, agent, employee, Affiliate or other person, in each case when acting on behalf of any member of the Group), without limitation:

(i) conduct its businesses in compliance with applicable Anti-Corruption Laws; and

(ii) maintain and enforce proportionate policies and procedures reasonably designed to promote compliance with such laws applicable to it.

24.11 **Holding Companies**

Neither the Original Borrower nor Bidco, shall trade, carry on any business, acquire any assets or incur any liabilities except for:

(a) carrying on business as a holding company;

(b) any actions necessary to maintain its existence or status;

(c) ownership of shares in its Subsidiaries;

(d) ownership of credit balances in bank accounts, cash and Cash Equivalent Investments and any other assets customarily owned or operated by a holding company;

(e) entering into, performing and having any rights or liabilities under or in connection with the Transaction Documents or the Super Senior Finance Documents or the Incremental Equivalent Debt Finance Documents to which it is a party and professional fees and administration costs and any Tax incurred in the ordinary course of business as a holding company;

(f) any rights or liabilities under service contracts with any of its directors, executives or consultants customarily agreed by a holding company and any arrangements in connection with an employee share scheme or management incentive scheme;

(g) any litigation or court or other similar proceedings;

(h) making claims (and receipts of related proceeds) from rebates or indemnification with respect of taxes and incurring liabilities for or in connection with taxes or by operation of law;

(i) acting as head of a tax group and carry out all related matters and providing guarantees and indemnities on behalf of members of the Group to relevant tax authorities to the extent consistent with the activities of a holding company in the ordinary course of business;

(j) any actions necessary in respect of any actual or attempted Change of Control;

(k) any arrangement in respect of (or which is permitted to be satisfied by) a Permitted Payment or a Permitted Distribution;

(l) any rights or liabilities in connection with incurring, issuing or receiving a Permitted Investor Injection or Subordinated Debt in each case contributed and/or on-lent by the Parent;

(m) the provision of management, accountancy, tax, treasury and administrative services to other members of the Group of a type customarily provided by a holding company to its Subsidiaries including providing cash pooling arrangements with other members of the Group;

(n) ownership of intra-Group debit balances and intra-Group credit balances;

(o) entering into, performing and having any rights or liabilities under or in connection with any Permitted Financial Indebtedness (other than Permitted Financial Indebtedness permitted pursuant to paragraph (o) of the definition of "Permitted Financial Indebtedness");

(p) any rights or liabilities under any hedging transaction permitted under Clause 24.30 (*Treasury Transactions*);

(q) any rights or liabilities in connection with incurring, issuing or receiving a Permitted Investor Injection or Subordinated Debt in each case contributed and/or on-lent by the Parent;

(r) the payment of any Acquisition Costs; and

(s) any Permitted Loan, Permitted Transaction, Permitted Guarantee or Permitted Security.

Restrictions on dealing with assets and Security

24.12 **Preservation of assets**

Each Obligor shall (and the Parent shall ensure that each member of the Group will):

(a) maintain in good working order and condition (ordinary wear and tear excepted) or have the right to use all of its assets necessary in the conduct of its business; and

(b) save as otherwise permitted by this Agreement, maintain a good, valid and marketable title to the assets necessary to carry on its business as presently conducted,

in each case where failure to do so has or is reasonably likely to have a Material Adverse Effect.

24.13 **Pari passu ranking**

Subject to the Legal Reservations, each Obligor shall ensure that at all times any unsecured and unsubordinated claims of a Finance Party against it under the Finance Documents rank at least pari passu with the claims of all its other unsecured and unsubordinated creditors except those creditors whose claims are mandatorily preferred by laws of general application to companies.

24.14 **Negative pledge**

In this Clause 24.14, "**Quasi-Security**" means an arrangement or transaction described in paragraph (b) below.

Except as permitted under paragraph (c) below:

(a) No Obligor shall (and the Parent shall ensure that no other member of the Group will) create or permit to subsist any Security over any of its assets.

(b) No Obligor shall (and the Parent shall ensure that no other member of the Group will):

(i) sell, transfer or otherwise dispose of any of its assets on terms whereby they are or may be leased to or re-acquired by an Obligor or any other member of the Group;

(ii) sell, transfer or otherwise dispose of any of its receivables on recourse terms;

(iii) enter into any arrangement under which money or the benefit of a bank or other account may be applied, set-off or made subject to a combination of accounts; or

(iv) enter into any other preferential arrangement having a similar effect,

in circumstances where the arrangement or transaction is entered into primarily as a method of raising Financial Indebtedness or of financing the acquisition of an asset.

(c) Paragraphs (a) and (b) above do not apply to any Security or (as the case may be) Quasi- Security which is:

(i) Permitted Security;

(ii) a Permitted Transaction; or

(iii) granted over the Closing Date JVs.

24.15 **Disposals**

(a) Except as permitted under paragraph (b) below, neither the Parent nor any Obligor shall (and the Parent shall ensure that no member of the Group will), in a single transaction or a series of transactions (whether related or not) and whether voluntary or involuntary, sell, lease, transfer, assign, exclusively license or otherwise dispose of any asset.

(b) Paragraph (a) above does not apply to any sale, lease, transfer, assignment, exclusive license or other disposal which is:

(i) a Permitted Disposal; or

(ii) a Permitted Transaction.

24.16 **Arm's length basis**

(a) Except as permitted by paragraph (b) below, no Obligor shall (and the Parent shall ensure no member of the Group will) enter into any transaction with any Affiliate except on arm's length terms and for full market value or (from the perspective of the relevant member of the Group) terms which are more favourable than arm's length terms.

(b) The following transactions, agreements or arrangements shall not be a breach of this Clause 24.16:

(i) any transaction, agreement or arrangement:

(A) between Obligors;

(B) in favour of any Obligor;

(C) between Non-Obligors; or

(D) between members of the Group that is not material in the context of the Obligors taken as a whole;

(ii) intra-Group loans permitted under Clause 24.17 (*Loans or credit*);

(iii) Permitted Distributions, Permitted Payments or Permitted Transactions;

(iv) transactions with employees, directors or consultants of members of the Group in relation to staff discounts, loans, bonuses, incentive schemes, accommodation or the payment of reasonable costs and expenses;

(v) transactions with joint ventures for the purchase or sale of goods, equipment and services entered into in the ordinary course of business, provided that any such transactions with Closing Date JVs are also in accordance with past practice; and

(vi) any Liabilities Acquisition which is permitted by, and as defined in, the Intercreditor Agreement.

24.17 **Loans or credit**

(a) Except as permitted under paragraph (b) below, no Obligor shall (and the Parent shall ensure that no member of the Group will) be a creditor in respect of any Financial Indebtedness.

(b) Paragraph (a) above does not apply to:

(i) a Permitted Loan;

(ii) a Permitted Payment;

(iii) a Permitted Guarantee; or

(iv) a Permitted Transaction.

24.18 **No Guarantees or indemnities**

(a) Except as permitted under paragraph (b) below, no Obligor shall (and the Parent shall ensure that no member of the Group will) incur or allow to remain outstanding any guarantee in respect of any obligation of any person.

(b) Paragraph (a) above does not apply to a guarantee which is:

(i) a Permitted Guarantee; or

(ii) a Permitted Transaction.

24.19 **Dividends and share redemption**

(a) Except as permitted under paragraph (b) below, the Parent shall not (and will ensure that no other member of the Group will):

(i) declare, make or pay any dividend, charge, fee or other distribution (or interest on any unpaid dividend, charge, fee or other distribution) (whether in cash or in kind) on or in respect of its share capital (or any class of its share capital);

(ii) repay or distribute any dividend or share premium reserve;

(iii) pay or allow any member of the Group to pay any management, advisory or other fee or payment to or to the order of any of the shareholders of the Parent; or

(iv) redeem, repurchase, defease, retire or repay any of its share capital or resolve to do so.

(b) Paragraph (a) above does not apply to:

(i) a Permitted Distribution;

(ii) a Permitted Payment; or

(iii) a Permitted Transaction.

24.20 **Subordinated Debt**

(a) Except as permitted under paragraph (b) below, no Obligor shall (and the Parent shall ensure that no other member of the Group will):

(i) repay or prepay any principal amount (or capitalised interest) outstanding under the Subordinated Debt;

(ii) pay any interest, fee or any other amounts payable in connection with the Subordinated Debt; or

(iii) purchase, redeem, defease or discharge any amount outstanding with respect to the Subordinated Debt.

(b) Paragraph (a) above does not apply to a payment, repayment, prepayment, purchase, redemption, defeasance or discharge which is:

(i) a Permitted Payment;

(ii) a Permitted Transaction;

(iii) a Permitted Distribution; or

(iv) permitted under the Intercreditor Agreement.

Restrictions on movement of cash – cash in

24.21 **Financial Indebtedness**

(a) Except as permitted under paragraph (b) below, no Obligor shall (and the Parent shall ensure that no member of the Group will) incur or allow to remain outstanding any Financial Indebtedness.

(b) Paragraph (a) above does not apply to Financial Indebtedness which is:

(i) Permitted Financial Indebtedness; or

(ii) a Permitted Transaction.

24.22 **Share capital**

No Obligor shall (and the Parent shall ensure no member of the Group will) issue any shares except pursuant to:

(a) a Permitted Share Issue; or

(b) a Permitted Transaction.

Miscellaneous

24.23 **Insurance**

Each Obligor shall (and the Parent shall ensure that each member of the Group will) maintain insurances on and in relation to its business and assets against those risks and to the extent as is usual for companies of its size carrying on the same or substantially similar business in the same jurisdictions.

24.24 **Pensions**

Each Obligor shall (and the Parent shall procure that each member of the Group will) make all statutory pension and social contributions required by law where failure to do so has or is reasonably likely to have a Material Adverse Effect.

24.25 **Access**

While an Event of Default is continuing each Obligor shall, and the Parent shall ensure that each member of the Group will, permit the Agent and/or the Security Agent and/or accountants or other professional advisers and contractors of the Agent or Security Agent free access at all reasonable times and on reasonable notice to:

(a) the premises, assets, books, accounts and records of each relevant member of the Group; and

(b) meet and discuss matters with senior management,

in each case to the extent necessary to investigate such Event of Default, provided that all information obtained as a result of such investigation shall be subject to the confidentiality restriction set out in this Agreement.

24.26 **Intellectual Property**

(a) Each Obligor shall (and the Parent shall procure that each Group member will):

(i) preserve and maintain the subsistence and validity of the Material Intellectual Property;

(ii) use reasonable endeavours to prevent any infringement or other misuse in any material respect of the Material Intellectual Property; and

(iii) make registrations and pay all registration, renewal and other official fees and taxes necessary to maintain the Material Intellectual Property in full force and effect and record its interest.

(b) Other than in respect of any non-exclusive licenses of Material Intellectual Property, no Obligor shall transfer, assign or otherwise dispose of any Material Intellectual Property to any person other than another Obligor provided that such Obligor grants equivalent security over such Material Intellectual Property promptly following such transfer, assignment or disposal.

24.27 **Centre of Main Interests**

(a) Subject to paragraph (b) below, neither the Parent, nor any Obligor shall, without the prior written consent of the Agent (acting on the instructions of the Majority Lenders), take, commence or continue any step or action or omit to take any step or action which, in each case, may cause or allow its centre of main interests (as that term is used in Article 3(1) of the Regulation) to change in a manner or to be located in a place which is not that entity's jurisdiction of incorporation or England and Wales and it has no "establishment" (as that term is used in Article 2(10) of the Regulation) in any other jurisdiction (other than its jurisdiction of incorporation or England and Wales).

(b) Paragraph (a) shall apply only to persons which are incorporated in one of the member states of the European Union or which, prior to the date of this Agreement, have their "centre of main interests" (as that term is used in Article 3(1) of the Regulation) or an "establishment" (as that term is used in Article 2(10) of the Regulation) in one of the member states of the European Union.

24.28 **Amendments**

(a) No Obligor shall (and the Parent shall ensure that no other member of the Group will) amend, vary, novate, supplement, supersede, waive or terminate any term of its constitutional documents in any respect which could reasonably be expected to materially and adversely affect the interests of the Lenders under the Finance Documents (taken as a whole), or in the case of amendments to constitutional documents of an Obligor (other than the Parent), in a manner that could reasonably be expected to materially and adversely prejudice the validity or enforceability of the Transaction Security.

(b) The Obligors shall not (and shall ensure that no other member of the Group will) amend, vary, novate, supplement, supersede, waive or terminate any term of any Super Senior Finance Document without the Lenders' consent, unless such amendment, variation, novation, supplement, waiver, termination or supersession would not be materially prejudicial to the interests of the Lenders (taken as a whole) under the Finance Documents provided that, for the avoidance of doubt, any increase in the total commitments under the Super Senior Facilities as expressly contemplated by the definition of "Super Senior Cap" and as permitted under this Agreement shall not be construed as being materially prejudicial to the interests of the Lenders.

24.29 **Financial assistance**

Each Obligor shall (and the Parent shall procure that each other member of the Group will) comply in all respects with sections 678 and 679 of the Companies Act 2006 and any equivalent legislation in other jurisdictions including (to the extent required by law) in relation to the execution of the Transaction Security Documents and payment of amounts due under this Agreement.

24.30 **Treasury Transactions**

No Obligor shall (and the Parent will procure that no members of the Group will) enter into any Treasury Transaction, other than a Permitted Hedging Transaction.

24.31 **Guarantors and Security**

(a) Subject to the Agreed Security Principles, the Parent shall ensure that, by no later than the date falling 90 days after the Closing Date, each of the Initial Guarantors accedes to this Agreement as a Guarantor in accordance with Clause 28.4 (*Additional Guarantors*) of this Agreement and the following Transaction Security Documents are entered into:

(i) an Israeli law pledge by the Parent of 100% of the shares (or equivalent ownership interests) issued by NeoGames Systems Ltd;

(ii) with respect to Material Intellectual Property (A) a security interest by NeoGames Systems Ltd over Material Intellectual Property owned by it and (B) if applicable, a security interest by any other Initial Guarantor over Material Intellectual Property owned by such Initial Guarantor;

(iii) an English law security assignment agreement in respect of receivables (if any) arising from any intra-group loans granted to a member of the Group by NeoGames Systems Ltd which, individually or in aggregate as between such member of the Group and NeoGames Systems Ltd, exceed EUR 5,000,000;

(iv) a New York law pledge by the Parent over its applicable US bank account(s);

(v) a New York law pledge by NeoGames Systems Ltd and the Parent of 100% of the shares (or equivalent ownership interests) issued by NeoGames US, LLP; and

(vi) a New York law customary all-asset security agreement (subject to customary exclusions) by NeoGames US, LLP and NeoGames Solutions LLC, including, without limitation, (A) a pledge by NeoGames US, LLP of 100% of the shares (or equivalent ownership interests) issued by NeoGames Solutions LLC which are held by NeoGames US, LLP, (B) a pledge over/security assignment of any intercompany loan receivables owed to NeoGames US, LLP or NeoGames Solutions LLC by any member of the Group which, individually or in aggregate as between such member of the Group and NeoGames US, LLP or NeoGames Solutions LLC (as applicable), exceed EUR 5,000,000 per intra-group lender and (C) a pledge over the applicable bank account into which income of the Group from NeoPollard Interactive LLC is deposited (and such security agreement shall provide that, to the extent that such bank account is closed and/or relocated, and would not or could not otherwise be subject to continuing security, the relevant pledgor shall undertake to obtain the prior written approval of the Security Agent).

(b) Subject to the Agreed Security Principles, the Parent shall ensure that, by no later than the date falling 90 days after the Control Date tested by reference to such sufficient financial information that the Parent selects (acting reasonably) to be able to make such determination (provided that if, on or prior to such date, the Parent has supplied Quarterly Financial Statements to the Agent (in accordance with paragraph (b) of Clause 22.1 (*Financial statements*) which include the consolidated financial position of the Target Group, "sufficient financial information" shall for the purposes of this paragraph (b) mean such Quarterly Financial Statements as most recently supplied to the Agent), the Target and each other Material Company accedes to this Agreement as a Guarantor in accordance with Clause 28.4 (*Additional Guarantors*) of this Agreement, such that the aggregate of earnings before interest and tax ("**EBIT**") and aggregate gross assets of the Guarantors (in each case (x) calculated on an unconsolidated basis (but assessing each Guarantor's assets on a gross asset basis) and excluding goodwill, all intra-Group items and investments in Subsidiaries of any member of the Group and (y) deeming any Guarantor which has negative EBIT to have zero EBIT) represents not less than [***]% of consolidated EBIT and consolidated gross assets (as applicable) of the Group (in each case, excluding for these purposes any member of the Group incorporated in an Excluded Jurisdiction or that is otherwise not required to become a Guarantor as a result of the application of the Agreed Security Principles) and the following Transaction Security Documents shall be entered into:

(i) a Maltese law pledge by Bidco of 100% of the shares (or equivalent ownership interests) issued by the Target;

(ii) an English law security assignment agreement in respect of receivables (if any) arising from any intra-group loans granted to a member of the Group by an acceding Obligor which, individually or in aggregate between such parties, exceed EUR 5,000,000 per intra-group lender (provided that no such receivables security will be required to the extent that the intra-group lender is an acceding Obligor solely by virtue of being a Material Company Holding Company);

(iii) a share pledge or charge (or equivalent) over 100% of the shares (or equivalent ownership interests) issued by any acceding Obligor (provided that no share security over the shares of an acceding Obligor will be required to the extent that that entity is an Obligor solely by virtue of being a Material Company Holding Company);

(iv) with respect to Material Intellectual Property (A) a security interest by AG Software Ltd. and the Target over Material Intellectual Property owned by such entities (as applicable) and (B) if applicable, a security interest by any other acceding Obligor over Material Intellectual Property owned by such acceding Obligor; and

(v) a floating charge (or equivalent "all-asset") security over all or substantially all the assets of each Material Company incorporated in England and Wales or the United States or any other jurisdiction with an analogous concept to a floating charge (subject to the Agreed Security Principles and customary exclusions),

provided that, to the extent that any applicable de-listing, registration of conversion as a private company and all applicable financial assistance/whitewash process has not been completed within this 90 day period, such guarantees and security shall be granted as soon as reasonably practicable following the completion thereof and in any event no later than 10 Business Days thereafter.

(c) Subject to the Agreed Security Principles, the Parent shall ensure that, by no later than the date which is 90 days after the due date for delivery of (and by reference to) the most recent Annual Financial Statements delivered to the Agent pursuant to Clause 22.1 (*Financial statements*), each Material Company accedes to this Agreement as a Guarantor in accordance with Clause 28.4 (*Additional Guarantors*) of this Agreement, such that the aggregate of EBIT and aggregate gross assets of the Guarantors (in each case (x) calculated on an unconsolidated basis (but assessing each Guarantor's assets on a gross asset basis) and excluding goodwill, all intra-Group items and investments in Subsidiaries of any member of the Group and (y) deeming any Guarantor which has negative EBIT to have zero EBIT) represents not less than [***]% of consolidated EBIT and consolidated gross assets (as applicable) of the Group (in each case, excluding for these purposes any member of the Group incorporated in an Excluded Jurisdiction or that is otherwise not required to become a Guarantor as a result of the application of the Agreed Security Principles) and the following Transaction Security Documents shall be entered into:

(i) an English law security assignment agreement in respect of receivables (if any) arising from any intra-group loans granted to a member of the Group by the acceding Obligor which, individually or in aggregate between such parties, exceed EUR 5,000,000 per intra-group lender (provided that no such receivables security will be required to the extent that the intra-group lender is an Obligor solely by virtue of being a Material Company Holding Company);

(ii) a share pledge or charge (or equivalent) over 100% of the shares (or equivalent ownership interests) issued by any acceding Obligor (provided that no share security over the shares of an acceding Obligor will be required to the extent that that entity is an Obligor solely by virtue of being a Material Company Holding Company);

(iii) with respect to Material Intellectual Property, if applicable, a security interest by any acceding Obligor over Material Intellectual Property owned by such acceding Obligor; and

(iv) a floating charge (or equivalent "all-asset") security over all or substantially all the assets of each Material Company incorporated in England and Wales or the United States or any other jurisdiction with an analogous concept to a floating charge (subject to the Agreed Security Principles and customary exclusions).

((b) or (c) being the "**Guarantor Coverage Test**" (as the context requires)).

(d) The Parent shall not (and shall procure that no member of the Group shall) grant any guarantees or Security in favour of any creditor with respect to the Super Senior Facilities unless such guarantees and Security are also provided for the benefit of the Lenders.

24.32 **Further assurance**

(a) Subject to the Agreed Security Principles, each Obligor shall (and the Parent shall procure that each member of the Group will) promptly do all such acts or execute all such documents (including assignments, transfers, mortgages, charges, notices and instructions) as the Security Agent may reasonably specify (and in such form as the Security Agent may reasonably require in favour of the Security Agent or its nominee(s)):

(i) to perfect the Security created or intended to be created under or evidenced by the Transaction Security Documents (which may include the execution of a mortgage, charge, assignment or other Security over all or any of the assets which are, or are intended to be, the subject of the Transaction Security) or for the exercise of any rights, powers and remedies of the Security Agent or the Finance Parties provided by or pursuant to the Finance Documents or by law;

(ii) to confer on the Security Agent or confer on the Finance Parties Security over any property and assets of that Obligor located in any jurisdiction equivalent or similar to the Security intended to be conferred by or pursuant to the Transaction Security Documents; and/or

(iii) to facilitate the realisation of the assets which are, or are intended to be, the subject of the Transaction Security.

(b) Subject to the Agreed Security Principles, each Obligor shall (and the Parent shall procure that each member of the Group shall) take all such action as is available to it (including making all filings and registrations) as may be necessary for the purpose of the creation, perfection, protection or maintenance of (i) any Security conferred or intended to be conferred on the Security Agent or the Finance Parties by or pursuant to the Finance Documents and (ii) Security in favour of the Finance Parties or the Security Agent (as applicable) over those classes of assets contemplated to be subject to Transaction Security pursuant to Clause 24.31 (*Guarantors and Security*).

24.33 **Sanctions**

(a) Neither the Parent nor any Obligor may:

(i) use, lend, contribute or otherwise make available any part of the proceeds of any Loan or other transaction contemplated by this Agreement directly or knowingly (having made due and careful enquiries) indirectly:

(A) for the purpose of financing any trade, business or other activities involving, or for the benefit of, any Restricted Party or in a Sanctioned Jurisdiction; or

(B) in any other manner that would result in the Finance Parties or any member of the Group being in breach of any Sanctions or becoming a Restricted Party;

(ii) engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or breaches or attempts to breach, directly or knowingly (having made due and careful enquiries) indirectly, any Sanctions applicable to it; or

(iii) directly or knowingly (having made due and careful enquiries) indirectly fund all or part of any payment in connection with a Finance Document out of proceeds derived from business or transactions with a Restricted Party, or from any action which is in breach of any Sanctions.

(b) The Parent and each member of the Group must ensure that appropriate controls and safeguards are in place reasonably designed to prevent any action being taken that would be contrary to paragraph (a) above.

24.34 **People with Significant Control regime**

Each Obligor shall (and the Parent shall ensure that each other member of the Group will):

(a) within the relevant timeframe, comply with any notice it receives pursuant to Part 21A of the Companies Act 2006 from any company incorporated in the United Kingdom whose shares are the subject of the Transaction Security; and

(b) promptly provide the Security Agent (on behalf of the Secured Parties) with a copy of that notice.

24.35 **Conditions subsequent**

(a) The Parent shall ensure that by no later than 11:59 p.m. (London time) on the fifth Business Day following (and excluding) the Closing Date, it has prepaid, satisfied, discharged or redeemed in full (or procured the prepayment, satisfaction, discharge or redemption of, or the deposit with the applicable trustee, paying agent or other similar entity of sufficient funds to satisfy and discharge) the Existing Debt.

(b) Upon the acquisition by the Parent of an applicable bank account (either located in Luxembourg or another jurisdiction in which another Obligor is incorporated) that would not be subject to the Transaction Security created pursuant to the then existing Transaction Security Documents, the Parent shall promptly notify the Agent of the same and, subject to the Agreed Security Principles, enter into such additional Transaction Security Document(s), deliver such additional legal opinions and take such additional steps as may reasonably be requested by the Agent (acting on the instructions of the Majority Lenders) in order to grant, perfect and evidence Transaction Security with respect to such bank account.

(c) Bidco shall, by no later than the date falling 15 Business Days after the date of opening an applicable Maltese bank account and subject to the Agreed Security Principles, execute a Maltese law pledge over such bank account in order to grant, perfect and evidence Transaction Security with respect to such bank account.

24.36 **Offer undertakings**

(a) Subject to paragraph (b) below:

(i) subject to any confidentiality, regulatory, legal or other restrictions relating to the supply of such information, the Parent shall inform the Agent should the Parent terminate or withdraw the Offer prior to the date on which the Offer is declared unconditional by the Parent in all respects;

(ii) subject to any confidentiality, regulatory, legal or other restrictions relating to the supply of such information, the Parent shall, from time to time, if the Agent reasonably requests, give the Agent reasonable details as to the progress of, and the current level of acceptances for, the Offer;

(iii) the Parent shall comply in all material respects with the Offer Regulations and all other applicable laws and regulations relating to the Offer and the Squeeze Out Procedure, save where non-compliance would not be materially prejudicial to the interests of the Lenders (taken as a whole) under the Finance Documents;

(iv) the Press Release will contain terms consistent with the draft Press Release provided to the Original Lenders prior to the date of the Commitment Letter (or with such amendments or modifications thereto as do not materially and adversely affect the interests of the Finance Parties (taken as a whole));

(v) the Offer Document will contain terms consistent with the draft of the Press Release provided to the Original Lenders on or prior to the date of the Commitment Letter, provided that this condition shall be satisfied if the Offer Documents do not include an amendment to the Offer that would not be permitted under this Agreement;

(vi) other than to the extent required by the Offer Regulations or any regulatory body or permitted by paragraph (c) below, the Parent shall not waive or amend the Minimum Acceptance Condition;

(vii) the Parent shall not take any steps as a result of which any member of the Group is obliged to make a mandatory offer in respect of the Target Shares;

(viii) the Parent shall initiate and pursue the Squeeze Out Procedure as soon as reasonably practicable following the date on which the Parent holds directly or indirectly not less than 90 per cent. of the total number of outstanding shares in the Target carrying voting rights (on a non-diluted and on a fully diluted basis);

(ix) the Parent, or, to the extent the Target has become a direct Subsidiary of Bidco, Bidco, shall use commercially reasonable endeavours, as soon as reasonably practicable and commercially viable following the Offer having been declared unconditional by the Parent, to procure that that the Target Shares are delisted from Nasdaq First North Growth Market;

(x) from the date on which the Parent owns and controls 100% of the total number of outstanding shares in the Target (on both a non-diluted and on a fully diluted basis), the Parent shall initiate the Pushdown Process and procure that, as soon as reasonably practicable following the Pushdown Start Date, Bidco owns and controls 100% of the total number of outstanding shares in the Target (on both a non-diluted and on a fully diluted basis), provided that the Finance Parties shall enter into (and hereby authorise the Agent and/or the Security Agent to execute on their behalf) any document or notice (or similar), in each case as may be requested by or on behalf of the Parent (acting reasonably and in good faith) in order to consummate the Pushdown Process; and

(xi) provided that all applicable Finance Parties have first consented to the release of the pledge granted pursuant to the Swedish Pledge Agreement (in each case acting in its sole discretion) and have entered into or authorised the execution of (as the case may be) all necessary documentation in connection therewith (in each case, as required by applicable law), Bidco undertakes to procure (as soon as reasonably practicable following the Control Date) that the Target effects compliance with the requirements of article 209 of the Companies Act (*Cap. 386 of the laws of Malta*) and converts to a private company in terms of Maltese law.

(b) Notwithstanding anything to the contrary in this Agreement, the Parent may, without restriction, waive or change any term or condition of the Offer (other than the Minimum Acceptance Condition (except to the extent required by the Offer Regulations or any regulatory body or permitted by paragraph (c) below)), including but not limited to increasing the cash consideration payable in respect of the Target Shares (provided that any such increase in cash consideration shall not be funded with the proceeds of any external borrowings of any member of the Group and shall be only funded from the proceeds of equity contributions) or increasing the consideration payable in respect of the Target Shares by way of the payment of non-cash consideration.

(c) Provided that the Parent has entered into binding Options Purchase Agreements, the Parent may waive the Minimum Acceptance Condition and complete the Offer at such level of acceptance that the Parent would, after converting all outstanding options in the Target owned by the Parent, become the owner of shares representing not less than 90 per cent. of the total number of outstanding shares in the Target (on a diluted basis (for this purpose, calculating such percentage on the basis that such acquired options had been converted into shares of the Target)). The Parent shall, if waiving the Minimum Acceptance Condition and completing the Offer in accordance with this paragraph (c), on the date of the announcement of the outcome of the Offer, initiate the process of converting sufficient options in the Target owned by the Parent to shares required in order to become the owner of shares representing not less than 90 per cent. of the total number of outstanding shares in the Target (on a diluted basis (for this purpose, calculating such percentage on the basis that such options had been converted into shares of the Target)) and shall use commercially reasonable endeavours to complete that process as soon as reasonably practicable.

(d) If the Parent has waived the Minimum Acceptance Condition in accordance with paragraph (c) above, the Parent shall provide to the Agent a copy of the Options Purchase Agreements for those options outstanding in the Target on the Closing Date (as soon as reasonably practicable following the execution of such Options Purchase Agreements) required to evidence that the Parent would, after converting such options in the Target owned by the Parent, become the owner of shares representing not less than 90 per cent. of the total number of outstanding shares in the Target (on a diluted basis (for this purpose, calculating such percentage on the basis that such options had been converted into shares of the Target)).

24.37 **Regulatory Process**

(a) The requirements of this Clause 24.37 shall only apply to the extent that a BXC Lender is a Lender under this Agreement.

(b) The Parent undertakes to each BXC Lender that (and shall procure that the Group implements and maintains proper systems, policies and procedures, including maintaining a roster of appropriate regulatory and legal advisers, to ensure that):

(i) the Group complies with all applicable laws and applicable guidelines published by the relevant regulator and maintains and complies with all licenses, consents and authorisations whatsoever which are reasonably required or necessary to carry on the business from time to time;

(ii) prior to entering into a new market (including allowing access to the online business from a new jurisdiction or territory) (a "**New Market Entry**"), the board of directors (or any committee thereof duly authorized to act on behalf of such board) of the Parent (the "**Board**") has all information necessary and reasonably in advance to allow it to make an informed decision on entering such market (including information relating to the regulatory environment, enforcement and disclosure requirements); and

(iii) the Group actively monitors, with the assistance of its regulatory counsels, being internationally reputable law firms with experience in the gambling sector in the relevant jurisdictions ("**Regulatory Counsel**"), and its other legal and regulatory advisers (as necessary), and at least quarterly asks its Regulatory Counsel to notify it of any significant changes/developments in the regulatory environment, enforcement or other adverse indications that would suggest the Matrix (as such term is defined in paragraph (d) below) findings for that market (or legal opinion, if requested) are no longer Clean (as such term is defined in paragraph (l) below), or it is not legal to continue to operate in, or (as applicable) provide services in, such market or that the Group should change the manner in which it operates or (as applicable) provides services ("**Adverse Findings**"). The Board must be kept promptly and regularly appraised of Adverse Findings and shall promptly determine whether any changes in the business, the manner in which it operates, or the jurisdictions in which it is present or from which its online business is accessible are required.

(c) The Parent shall procure that no member of the Group will make any New Market Entries into any Sanctioned Jurisdiction or, subject to paragraph (h) below, without consent of the BXC Lenders, any jurisdiction on the Heightened Sensitivity Territories List (being the list of applicable territories agreed with the Original Lenders as of the date of this Agreement, and as may be updated from time to time in accordance with paragraph (n) below).

(d) Prior to a New Market Entry, the Parent will appoint Regulatory Counsel to (together with the Group's legal and regulatory advisers (as necessary)) produce a matrix (the "**Matrix**") of legal and regulatory considerations applicable to the Group's proposed operations in that jurisdiction in a summary format, including (without limitation):

(i) the local regulatory and licensing regime, including extra-territorial application of local laws, conflicts with supra-state/national laws, restrictions on passive targeting (e.g., payment processing commonly used locally, local language functionality, locally accessible customer support, emblematic local imagery, local and/or jurisdiction specific URL/domain extensions) restrictions on offshore providers allowing access to products to residents;

(ii) type of sanction, history and nature of enforcement (including extra-territorial) and regulator's position (e.g. decrees/pronouncements);

(iii) look through liability to indirect shareholders and directors; and

(iv) disclosure requirements applicable to direct and indirect interest-holders and their directors, partners, and/or members.

(e) The Parent shall procure that the Matrix will also include an overlay of the consensus position taken in that market by leading gambling companies offering B2B services.

(f) The Parent shall procure that the Board will have regard to all relevant factors when making its determination on whether to enter into a new jurisdictions, including (without limitation):

(i) the Matrix, and the information and factors set out therein;

(ii) any legal opinion obtained in relation to that jurisdiction;

(iii) the ability for the Parent to obtain any relevant licence and/or regulatory approval (including ability to satisfy disclosure requirements);

(iv) feedback from operators about the regulatory and enforcement environment;

(v) whether the Parent has any assets, Subsidiaries or people in the jurisdiction; and

(vi) whether the Parent has been approached by the relevant regulator(s) raising concerns about the Parent's activities in the jurisdiction (or other jurisdictions), and the potential impact on the Parent's relationship with its existing regulators of not complying with foreign regulators' requests.

(g) The BXC Lenders may request that the Parent (at the Parent's cost) obtain a local law opinion advice in relation to jurisdictions where they consider further local law analysis is required to corroborate the Matrix findings, after presenting the Parent with the reasoning for such request in sufficient detail.

(h) If a territorial licence or other territorial regulatory approval is required to operate in a jurisdiction (a "**White Market**"), the decision on whether to enter that jurisdiction will be reserved to the Board. The Parent shall procure that a member of the Group will only enter a White Market once it has obtained the appropriate licence and/or regulatory approval. Subject to the Group having obtained all appropriate licences and/or regulatory approvals to operate in, or (as applicable) provide services in, a White Market (which can also be a market listed in the Heightened Sensitivity Territories List), no Lender consent shall be required pursuant to paragraph (c) above.

(i) The Parent shall procure that no member of the Group will enter, be accessible via any online means or derive revenues from, and will immediately cease to operate and shall take technical and administrative measures aimed at preventing access from, any market that is a Sanctioned Jurisdiction, or is "black"– i.e. any market where products and/or services offered (or to be offered) by the Group in such jurisdiction are unlawful or prohibited under Applicable Law.

(j) If the Matrix findings or, if requested, a legal opinion is Clean, the Parent shall procure that the Board will determine whether to enter such market, taking in account all advice obtained, the factors set out in paragraph (f) above, and the BXC Lenders' opinions (and subject to the BXC Lenders' consent (acting reasonably) if the country is on the Heightened Sensitivity Territories List).

(k) If the Matrix findings or, if requested, a legal opinion is not Clean for a market, a New Market Entry shall not be permitted. In addition, if the Group is present in or accessible from any jurisdiction in respect of which Adverse Findings are presented or otherwise come to the attention of the Board, the Parent shall procure that each member of the Group will immediately suspend operations in such jurisdictions.

(l) The Matrix findings/legal opinion will be deemed to be not "**Clean**" for a market, if any of the following apply:

(i) specific prohibitive legislation or laws, including any extra-territorial application of such prohibitive laws or conflicting federal/supra-national law;

(ii) evidence or history of enforcement (or statement of intent to enforce) of criminal sanctions, public censure (likely to have a reputational impact on the Group) or other civil proceedings by local regulator or enforcement authority (A) locally, and the Group has any assets, subsidiaries or people in the jurisdiction or (B) extra-territorially (including on passive targeting), in either case other than the imposition of minor administrative fines; or

(iii) look through liability to direct/indirect shareholders and its personnel.

(m) If the Matrix or a legal opinion identify any restrictions or limitations on the Group's operations or activities in a jurisdiction, the Parent will ensure that its operations and activities in that jurisdiction comply with such all restrictions or limitations.

(n) The Heightened Sensitivity Territories List may be updated as agreed between the Board and the BXC Lenders. The Parent shall procure that the Board shall reasonably consider any request by the BXC Lenders to update the Heightened Sensitivity Territories List.

(o) The Parent undertakes to disclose to the BXC Lenders, upon the BXC Lenders' request, details of any:

(i) ongoing administrative or criminal investigations by regulatory authorities in jurisdictions where the Parent or its Affiliates operate, or have operated, a license in, with regards to the Parent's operation and management of such license;

(ii) ongoing administrative or criminal investigations by tax authorities in jurisdictions where the Parent or its Affiliates operate, have operated, or have presence in (e.g. in terms of headcount, facilities, etc.); and

(iii) legal claims by third parties towards the Parent or its Affiliates which were, or are expected to be, subject to monetary settlement by the Parent or its Affiliates collectively with claims of similar types exceeding an amount of USD [***].

(p) The Parent shall procure that, no later than the date falling 45 days after the Closing Date, the Group will cease to operate in the following countries:

(i) Venezuela;

(ii) Japan; and

(iii) Saudi Arabia.

24.38 **Compensation**

(a) The requirements of this Clause 24.38 shall only apply to the extent that a BXC Lender is a Lender under this Agreement.

(b) The Parent shall procure that there shall be no material increase in salary, compensation, remuneration, bonus or any other arrangement of any of the senior executive directors, non-executive directors, management and senior officers of the Group, in each case, holding more than [***] per cent. of the shares of the Parent unless such increase:

(i) is approved either:

(A) by a majority of the Parent's independent board members;

(B) by the Parent's compensation committee; or

(C) at an annual general meeting of the Parent; or

(ii) is determined in a way which is consistent with past practices of the Group.

24.39 **Closing Date JVs**

(a) No Obligor shall (and the Parent shall ensure that no other member of the Group will) create or permit to subsist any Security securing Financial Indebtedness over any of its interests in the Closing Date JVs.

(b) Paragraph (a) above shall not apply to any Security or (as the case may be) Quasi-Security which is:

(i) created in the ordinary course of its business (unless incurred or created in view of incurring (or in connection with the incurrence of) Financial Indebtedness);

(ii) Transaction Security.

(c) No Obligor shall (and the Parent shall ensure that no other member of the Group will) direct or consent to (or, to the extent it has the right to do so, fail to object to) the incurrence by any of the Closing Date JVs of any Financial Indebtedness.

(d) Paragraph (c) above shall not apply to any Financial Indebtedness:

(i) which exists on the Closing Date and which is due to any member of the Group or any other person which, in each case, is a joint venture partner in any of the Closing Date JVs; or

(ii) constituted by obligations contained within new commercial contracts for the supply of services in the ordinary course of business (including, for the avoidance of doubt, pursuant to a guarantee, indemnity, bonds and/or bonding facility).

(e) No Obligor shall (and the Parent shall ensure that no other member of the Group will) direct or consent to (or, to the extent it has the right to do so, fail to object to) the creation, incurrence, assumption or suffering to exist of any Security upon any of the property of any Closing Date JV securing any Financial Indebtedness.

(f) Paragraph (e) above shall not apply to any Security or (as the case may be) Quasi- Security which is:

(i) created in the ordinary course of its business (unless incurred or created in view of incurring (or in connection with the incurrence of) Financial Indebtedness);

(ii) Transaction Security; or

(iii) securing any obligations contained within new commercial contracts for the supply of services in the ordinary course of business (including, for the avoidance of doubt, pursuant to a guarantee, indemnity, bonds and/or bonding facility).

24.40 **Use of proceeds**

No US Obligor shall use any portion of any Loan proceeds, directly or indirectly, to purchase or carry Margin Stock or to extend credit to others for the purpose of purchasing or carrying any Margin Stock.

24.41 **Compliance with ERISA**

(a) No ERISA Affiliate shall cause or suffer to exist any ERISA Event which would, individually or in the aggregate, have a Material Adverse Effect.

(b) No US Obligor shall cause or suffer to exist any event that could result in the imposition of a Lien with respect to any Benefit Plan that is a defined benefit pension plan other than a Title IV Plan or Multiemployer Plan, which would, individually or in the aggregate, have a Material Adverse Effect.

25. EVENTS OF DEFAULT

25.1 **Non-payment**

An Obligor does not pay on the due date any amount payable pursuant to a Finance Document at the place at and in the currency in which it is expressed to be payable unless:

(a) its failure to pay is caused by:

(i) an administrative or technical error; or

(ii) a Disruption Event,

and payment is made within three Business Days of its due date; or

(b) such amount is not principal, interest, fees or commitment commission and is paid within five Business Days of its due date.

25.2 **Financial covenant and COMI change**

(a) Subject to paragraph (b) below, any requirement of Clause 23.2 (*Financial condition*) is not satisfied.

(b) If the Financial Covenant has been breached and such breach has not been cured in accordance with Clause 23.4 (*Equity cure*), but is complied with when tested on the immediately subsequent Test Date, then the prior breach of the Financial Covenant or any Default or Event of Default arising therefrom shall be deemed cured unless the Agent has taken acceleration action on the instructions of the Majority Lenders (and the notice in respect of any such acceleration action has not been rescinded) before delivery of the Compliance Certificate in respect of the subsequent Test Date.

(c) Any breach of Clause 24.27 (*Centre of Main Interests*).

25.3 **Other obligations**

(a) Subject to paragraph (b) below, the Parent or an Obligor does not comply with any provision of the Finance Documents (other than those referred to in Clause 25.1 (*Non-payment*) and Clause 25.2 (*Financial covenant and COMI change*).

(b) No Event of Default under paragraph (a) above will occur if the failure to comply is capable of remedy and is remedied within 15 Business Days of the earlier of the Agent giving written notice to the Parent or the relevant Obligor or the Parent, or such Obligor becoming aware of the failure to comply.

25.4 **Misrepresentations**

(a) Any representation or statement made or deemed to be made by the Parent or an Obligor in the Finance Documents or in any other document delivered by or on behalf of the Parent or any Obligor under or pursuant to any Finance Document is or proves to have been incorrect or misleading in any material respect or if the representation is subject to materiality in any respect when made or deemed to be made by reference to the facts and circumstances then existing.

(b) No Event of Default under paragraph (a) above will occur if the circumstances causing such misrepresentation are capable of remedy and are remedied within 15 Business Days of the earlier to occur of the Agent giving written notice to the Parent or the relevant Obligor or the Parent or an Obligor becoming aware of the misrepresentation.

25.5 **Cross default**

(a) Any Financial Indebtedness of the Parent or any member of the Group is not paid when due nor within any originally applicable grace period.

(b) Any Financial Indebtedness of the Parent or any member of the Group is declared to be or otherwise becomes due and payable prior to its specified maturity as a result of an event of default (however described).

(c) Any creditor of the Parent or any member of the Group becomes entitled to declare any Financial Indebtedness of the Parent or any member of the Group due and payable prior to its specified maturity as a result of an event of default (however described).

(d) Subject to paragraph (e) below, no Event of Default will occur under this Clause 25.5 if:

(i) the aggregate amount of Financial Indebtedness or commitment for Financial Indebtedness falling within paragraphs (a) to (c) above is less than EUR [***] (or its equivalent in any other currency or currencies); or

(ii) any event falling within paragraphs (a) to (c) above is in respect of Financial Indebtedness which is:

(A) not paid in order to comply with the terms of this Agreement or the Intercreditor Agreement;

(B) owed by one member of the Group to another member of the Group; or

(C) Subordinated Debt; or

(iii) such Financial Indebtedness has ceased to be due and payable or payable on demand (other than by a demand being made) or in respect of which the relevant creditor is no longer entitled to declare such amounts due and payable.

(e) Paragraph (d)(i) above does not apply in respect of Financial Indebtedness or commitment for Financial Indebtedness, in each case, arising under the Super Senior Finance Documents.

25.6 **Insolvency**

The Parent or a Material Company is unable or admits inability to pay its debts as they fall due or is deemed to (save by reason of its liabilities exceeding the value of its assets) or declared to be unable to pay its debts as they fall due under applicable law (other than under section 123(1)(a) of the Insolvency Act where demand is made for an amount of less than EUR [***] and such demand is settled and/or discharged within 14 days of being made) or suspends or threatens in writing to suspend making payments on its debts generally by reason of actual or anticipated financial difficulties or commences (other than with a Finance Party in relation to the debt under the Facilities or in respect of Subordinated Debt) negotiations with one or more of its creditors with a view to rescheduling any of its Financial Indebtedness.

25.7 **Insolvency proceedings**

(a) Any corporate action or legal proceeding or formal procedure or step is taken in relation to:

(i) the suspension of payments of its debts generally, a moratorium of any indebtedness, winding-up, dissolution, administration or reorganisation (by way of voluntary arrangement, scheme of arrangement or otherwise) of the Parent or any Material Company other than a solvent liquidation or reorganisation of a Material Company;

(ii) a composition, compromise, assignment or similar arrangement with any creditor of the Parent or any Material Company as part of a general composition, compromise, assignment or similar arrangement with respect to such company's creditors generally by reason of actual or anticipated financial difficulties;

(iii) the appointment of a liquidator (other than in respect of a solvent liquidation of a member of the Group which is not an Obligor), receiver, administrator, administrative receiver, compulsory manager or other similar officer in respect of the Parent or any Material Company or any of its assets; or

(iv) enforcement of any Security over any assets greater than EUR [***] (or its equivalent in other currencies) in aggregate value of the Parent or any Material Company,

or any analogous actions or legal proceedings are taken in any jurisdiction.

(b) Paragraph (a) above shall not apply to:

(i) a Permitted Transaction; or

(ii) any corporate action, legal proceeding or other procedure or step which is frivolous or vexatious and is discharged, stayed or dismissed within twenty (20) Business Days of commencement or, if earlier, the date on which it is advertised.

25.8 **Creditors' process**

Any expropriation, attachment, sequestration, distress or execution or any analogous process in any jurisdiction affects any asset or assets of the Parent or any Material Company having an aggregate value of EUR [***] (or its equivalent in other currencies) and is not stayed, withdrawn or discharged within 20 Business Days.

25.9 **Unlawfulness and invalidity**

(a) Subject to the Legal Reservations and the Perfection Requirements, it is or becomes unlawful for the Parent or any Obligor or any other member of the Group that is a party to the Intercreditor Agreement to perform any of its obligations under the Finance Documents or any Transaction Security created or expressed to be created or evidenced by the Transaction Security Documents ceases to be effective or any subordination created under the Intercreditor Agreement is or becomes unlawful and this individually or cumulatively materially and adversely affects the interests of the Lenders under the Finance Documents taken as a whole.

(b) Subject to the Legal Reservations and the Perfection Requirements, any obligation or obligations of the Parent or any Obligor under any Finance Document or the Parent or any member of the Group under the Intercreditor Agreement are not or cease to be legal, valid, binding or enforceable and the cessation individually or cumulatively materially and adversely affects the interests of the Lenders under the Finance Documents.

(c) Subject to the Legal Reservations and the Perfection Requirements, any Finance Document ceases to be in full force and effect or any Transaction Security or any subordination created under the Intercreditor Agreement ceases to be legal, valid, binding, enforceable or effective or is alleged by a party to it (other than a Finance Party) to be ineffective (in each case where this is materially and adversely to the detriment of the Lenders (taken as a whole) and, if capable of remedy, is not remedied within 15 Business Days of the earlier of (i) the Parent becoming aware of such matter or (ii) the Agent giving notice to the Parent requesting that the relevant matter be remedied).

25.10 **Intercreditor Agreement**

Any Subordinated Creditor or any member of the Group (other than an Obligor) which is an Intra-Group Lender, in each case, under the Intercreditor Agreement:

(a) fails to comply with the material provisions of, or does not perform its material obligations under, the Intercreditor Agreement; or

(b) has given a representation or warranty in the Intercreditor Agreement that is incorrect in any material respect or if the representation is already subject to materiality in any respect,

and, if the non-compliance or circumstances giving rise to the misrepresentation are capable of remedy, it is not remedied within 15 Business Days of the earlier of the Agent giving notice to that party or that party becoming aware of the non-compliance or misrepresentation.

25.11 **Cessation of business**

The Group (taken as a whole) suspends or ceases to carry on all or a material part of its business except as a result of a transfer of such business or disposal which is in either case a Permitted Disposal or a Permitted Transaction.

25.12 **Audit qualification**

The auditors of the Group qualify the Annual Financial Statements and such qualification concerns an inability to continue the business as a going concern or is a result of inadequate provision of information, unless such qualification or circumstances giving rise to such qualification do not or would not reasonably be expected to have a Material Adverse Effect (and excluding any qualification as to the refinancing of the Facilities or the Super Senior Facilities or Incremental Equivalent Debt at their or its maturity or as to future compliance with, or potential breach of, the financial covenant set out in Clause 23.2 (*Financial condition*)).

25.13 **Expropriation**

The authority or ability of the Parent or any member of the Group to conduct its business is limited or wholly or substantially curtailed by any seizure, expropriation, nationalisation, intervention, restriction or other action by or on behalf of any governmental, regulatory or other authority or other person in relation to the Parent or a member of the Group or any of its assets if such acts or such curtailment has or is reasonably likely to have a Material Adverse Effect.

25.14 **Non-compliance with judgments**

Any Obligor or member of the Group fails to comply with or, pay within 15 Business Days of, the required time any sum due from it, in each case, provided such sum is in excess of EUR [***] (or its equivalent in other currencies) under any final judgment or any final order made or given by a court or arbitral tribunal or other arbitral body and, in each case, of competent jurisdiction.

25.15 **Repudiation and rescission of agreements**

(a) The Parent or any Obligor rescinds or purports to rescind or repudiates or purports to repudiate a Finance Document or any of the Transaction Security or evidences an intention to rescind or repudiate a Finance Document or any Transaction Security.

(b) Any Subordinated Creditor or any member of the Group (other than an Obligor) which is an Intra-Group Lender, in each case, under the Intercreditor Agreement rescinds or purports to rescind or repudiates or purports to repudiate such agreement in whole or in part where to do so has or is reasonably likely to have a Material Adverse Effect.

(c) No Event of Default under paragraph (a) or (b) above will occur if the circumstances causing such repudiation or rescission are capable of remedy and are remedied within 15 Business Days of the earlier to occur of the Agent giving written notice to that party or that party becoming aware of such repudiation or rescission.

25.16 **Litigation**

Any litigation, arbitration, administrative, governmental, regulatory or other investigations, proceedings or disputes are commenced or threatened in writing in relation to the Transaction Documents or the transactions contemplated in the Transaction Documents or against any member of the Group or its assets which, if adversely determined, has or is reasonably likely to have a Material Adverse Effect.

25.17 **Founding Shareholder Acceptance**

The Parent does not, by 15 June 2022, obtain the irrevocable and unconditional acceptance of Elyahu Azur to legally and validly tender all of its present and future (if any) shares and options (with the conversion of such options being on an unconditional basis) it holds in the Target in accordance with the terms of the Offer (and in compliance with any steps required thereunder).

25.18 **Acceleration**

(a) Subject to Clause 4.5 (*Utilisation during the Certain Funds Period*), Clause 4.6 (*Accordion Loans* during *the Agreed Certain Funds Period*) and Clause 25.19 (*Clean-Up Period*), on and at any time after the occurrence of an Event of Default which is continuing the Agent may, and shall if so directed by the Majority Lenders, by notice to the Parent:

(i) cancel the Total Commitments at which time they shall immediately be cancelled;

(ii) declare that all or part of the Loans, together with accrued interest, and all other amounts accrued or outstanding under the Finance Documents (which for the avoidance of doubt shall include any amount which would have been due under Clause 14.5 (*Prepayment fees*) as a result of a prepayment pursuant to Clause 8.3 (*Voluntary prepayment of Loans*) had the relevant Loans been prepaid pursuant to that Clause on the date such declaration is made) be immediately due and payable, at which time they shall become immediately due and payable;

(iii) declare that all or part of the Loans be payable on demand (which, for so long as the amounts are payable on demand or if so demanded, for the avoidance of doubt shall include any amount which would have been due under Clause 14.5 (*Prepayment fees*) as a result of a prepayment pursuant to Clause 8.3 (*Voluntary prepayment of Loans*) had the relevant Loans been prepaid pursuant to that Clause on the date such declaration is made), at which time they shall immediately become payable on demand by the Agent on the instructions of the Majority Lenders; and/or

(iv) exercise or direct the Security Agent to exercise any or all of its rights, remedies, powers or discretions under the Finance Documents.

(b) Subject to Clause 4.5 (*Utilisation during the Certain Funds Period*), Clause 4.6 (*Accordion Loans during the Agreed Certain Funds Period*) and Clause 25.19 (*Clean Up Period*), if any Obligor commences a voluntary case concerning itself under the US Bankruptcy Code, or an involuntary case is commenced and not dismissed within 60 days after commencement of the case, or a custodian (as defined in the US Bankruptcy Code) is appointed for, or takes charge of, all or substantially all of the property of any Obligor, or any order or relief or other order approving any such case or proceeding is entered, the Total Commitments shall immediately be cancelled, the Facilities shall cease to be available to any Obligor, and all Loans, together with accrued interest, and all obligations of any Obligor hereunder (including without limitation under Clause 20 (*Guarantee and Indemnity*)) or any other Finance Document shall become immediately due and payable, in each case automatically and without any further action by any party.

25.19 **Clean-Up Period**

Notwithstanding any other provision of any Finance Document:

(a) any breach of a representation under Clause 21 (*Representations*) or an undertaking under Clauses 22 (*Information Undertakings*) or 24 (*General Undertakings*); or

(b) any Default or Event of Default,

other than a Non-Clean-Up Default, will be deemed not to be a breach of representation or warranty, a breach of an undertaking, a Default, an Event of Default or a reason for any Lender not to comply with its obligations under Clause 5.4 (*Lenders' participation*) (as the case may be) during the relevant Clean-Up Period if:

(i) it would have been (if it were not for this provision) a breach of representation or warranty, a breach of an undertaking, a Default or an Event of Default only by reason of circumstances or matters relating exclusively to a person, business or undertaking which is the subject of a Permitted Acquisition (including, for the avoidance of doubt, the Acquisition) (or any obligation for any member of the Group to procure or ensure in relation to any person, business or undertaking which is the subject of a Permitted Acquisition (including, for the avoidance of doubt, the Acquisition));

(ii) it is capable of remedy and, if the Parent is aware of it, reasonable steps are going to be taken to remedy it;

(iii) the circumstances giving rise to it have not been procured by or approved by the Parent or an Obligor;

(iv) it does not have a Material Adverse Effect; and

(v) the circumstances giving rise to it do not exist after the Clean-Up Date.

If the relevant breach or circumstances are continuing on or after the Clean-Up Date, there shall be a breach of representation or warranty, breach of covenant or Event of Default or Default, as the case may be notwithstanding the above (and without prejudice to the rights and remedies of the Finance Parties).

25.20 **Excluded matters**

Notwithstanding any other term of the Finance Documents:

(a) none of the steps set out in or contemplated by the Structure Memorandum or the Acquisition Documents in the form thereof as of the date of this Agreement (or such form subject to such amendments or waivers thereto which (i) could not reasonably be expected to materially and adversely affect the interests of the Lenders under the Finance Documents (taken as a whole) and/or (ii) have been made with the consent of the Majority Lenders (such consent not to be unreasonably withheld, delayed or conditioned)) in each case, or the intermediate steps or actions necessary to implement any of them; nor

(b) any Withdrawal Event,

shall in any case constitute a Default or an Event of Default, and each such event in paragraphs (a) and (b) above shall be expressly permitted by the terms of the Finance Documents.

26. CHANGES TO THE LENDERS

26.1 Assignments and transfers by the Lenders

Subject to this Clause 26 and to Clause 27 (*Restrictions On Debt Purchase Transactions*), a Lender (the "**Existing Lender**") may:

(a) assign any of its rights; or

(b) transfer by novation any of its rights and obligations,

under any Finance Document to another bank or financial institution or to a trust, fund or other entity which is regularly engaged in or established for the purpose of making, purchasing or investing in loans, securities or other financial assets (the "**New Lender**").

26.2 Conditions of assignment or transfer

(a) An Existing Lender must obtain the consent of the Parent (such consent not to be unreasonably withheld or delayed) before it may make an assignment or transfer in accordance with this Clause 26 unless the assignment or transfer is:

(i) to another Lender or an Affiliate of a Lender;

(ii) if the Existing Lender is a fund, to a fund which is a Related Fund of the Existing Lender;

(iii) to an entity on the Approved List; or

(iv) made at a time when a Default is continuing,

provided that (A) any assignment or transfer to be made on or prior to the end of the Certain Funds Period shall in all circumstances require the prior consent of the Parent (which may be given or refused in its absolute discretion) unless made to an entity referred to in paragraph (i) or (ii) above, (B) an Existing Lender must obtain the prior consent of the Parent (in its absolute discretion) with respect to any assignment of transfer to an entity on the Approved List where such entity is a Competitor or Hostile Investor or a Defaulting Lender and (C) without prejudice to any consent right that the Parent has in respect of such assignment or transfer, an Existing Lender shall consult with the Parent prior to any assignment or transfer made following the Closing Date unless made to an entity referred to in paragraph (i) or (ii) above.

(b) In respect of any assignment or transfer made following the end of the Certain Funds Period, the Parent will be deemed to have given its consent if it has not responded within ten Business Days after the Existing Lender has requested consent to an assignment or transfer pursuant to paragraph (a) above **provided that**, for the avoidance of doubt, such deemed consent shall not apply to any assignment or transfer made prior to the end of the Certain Funds Period. For the avoidance of doubt, where the consent of the Parent to an assignment or transfer is required pursuant to paragraph (a) above, it shall be reasonable for the Parent to withhold consent to that assignment or transfer if it is to a Competitor or Hostile Investor or not an entity on the Approved List or a Defaulting Lender.

(c) Except in relation to an assignment or transfer which relates to the entire amount of a participation in the Facilities, the aggregate participation of each Lender in the Facilities (when aggregated with, for this purpose, the participations and all Participation Arrangements, as defined below, of its Affiliates and Related Funds) must not be less than EUR [***] (or the equivalent amount in other currencies) as a result of a transfer or assignment under this Clause 26.

(d) Except in relation to an assignment or transfer which relates to the entire amount of a participation in the Facilities, an assignment or transfer (when aggregated with, for this purpose, the participations and all Participation Arrangements, as defined below, of its Affiliates and Related Funds) must not be less than a minimum aggregate principal amount of EUR [***] (or the equivalent amount in other currencies).

(e) An assignment will only be effective on:

(i) receipt by the Agent (whether in the Assignment Agreement or otherwise) of written confirmation from the New Lender (in form and substance satisfactory to the Agent) that the New Lender will assume the same obligations to the other Finance Parties and the other Secured Parties as it would have been under if it was an Original Lender;

(ii) the New Lender entering into the documentation required for it to accede as a party to the Intercreditor Agreement; and

(iii) the performance by the Agent and Security Agent of all necessary "know your customer" or other similar checks under all applicable laws and regulations, including the Patriot Act, in relation to such assignment to a New Lender, the completion of which the Agent and Security Agent shall promptly notify to the Existing Lender and the New Lender.

(f) A transfer will only be effective if the New Lender enters into the documentation required for it to accede as a party to the Intercreditor Agreement and if the procedure set out in Clause 26.6 (*Procedure for transfer*) is complied with.

(g) Each New Lender, by executing the relevant Transfer Certificate or Assignment Agreement, confirms, for the avoidance of doubt, that the Agent has authority to execute on its behalf any amendment or waiver that has been approved by or on behalf of the requisite Lender or Lenders in accordance with this Agreement on or prior to the date on which the transfer or assignment becomes effective in accordance with this Agreement and that it is bound by that decision to the same extent as the Existing Lender would have been had it remained a Lender.

(h) The Majority Lenders may, with prior consultation with the Parent, update the Approved List to add (in aggregate) up to five potential transferee names to the Approved List at any time in each Financial Year, provided that they are not a Competitor or a Hostile Investor. The Lenders shall promptly provide to the Agent a copy of any such updated Approved List.

(i) If an Original Lender assigns, novates or transfers (including, without limitation, by way of sub-participation) any of its rights and obligations under any Finance Document on or prior to the end of the Certain Funds Period (the "**Pre-Closing Transferred Commitments**"):

(i) the Original Lender shall fund the Pre-Closing Transferred Commitments in respect of that Utilisation by 9:30 a.m. (London time) on the applicable date of Utilisation if that New Lender (or subsequent New Lender) has failed to so fund (or has indicated that it will not be able to fund) on the applicable date of Utilisation in respect of Facility B; and

(ii) the Original Lender shall retain exclusive control over all rights and obligations with respect to the Pre-Closing Transferred Commitments, including all rights with respect to waivers, consents, modifications, amendments and confirmations as to satisfaction of the requirement to receive all of the documents and other evidence pursuant to Clause 4.1 (*Initial conditions precedent*) until after the end of the Certain Funds Period.

(j) If:

(i) a Lender assigns or transfers or sub-participates any of its rights or obligations under the Finance Documents; and

(ii) as a result of circumstances existing at the date the assignment, transfer or change occurs, an Obligor would be required to bear any increased costs (including any stamp duty, taxes or other transfer costs) arising on a transfer, assignment or sub-participation, including pursuant to Clause 15 (*Tax Gross Up and Indemnities*) or Clause 16 (*Increased Costs*),

then the New Lender is only entitled to receive payment under that Clause to the same extent as the Existing Lender would have been if the assignment or transfer or sub-participation had not occurred. This paragraph (j) shall not apply in relation to an assignment or transfer or sub-participation made at the request of the Parent.

26.3 **Sub-participations**

(a) A Lender may, subject to this Clause 26.3, enter into sub-participation (whether funded or unfunded), sub-contract or similar arrangements in respect of its rights and obligations under this Agreement **provided that** the Lender remains liable under this Agreement in relation to those obligations (each a "**Participation Arrangement**").

(b) The prior consent of the Parent (such consent not to be unreasonably withheld or delayed) is required to any Participation Arrangement pursuant to the terms of which voting rights of a Lender are transferred or are capable of being transferred to the respective counterparty of a Participation Arrangement, unless the Participation Arrangement is made at a time when a Default is continuing or the Participation Arrangement is with an entity referenced in paragraph (a)(i), (ii) or (iii) of Clause 26.2 (*Conditions of assignment or transfer*) (but subject to paragraph (b) of Clause 26.2 (*Conditions of assignment or transfer*) (*mutatis mutandis*), **provided that** any Participation Arrangement entered into on or prior to the Closing Date shall in all circumstances require the prior consent of the Parent (which may be given or refused in its absolute discretion).

(c) In respect of any Participation Arrangement to be made following the end of the Certain Funds Period, the Parent will be deemed to have given its consent if it has not responded within ten Business Days after the Existing Lender has requested consent. For the avoidance of doubt, where the consent of the Parent to a Participation Arrangement is required, pursuant to paragraph (b) above, it shall be reasonable for the Parent to withhold consent to that Participation Arrangement if it is a Competitor or a Hostile Investor or not an entity on the Approved List.

(d) The aggregate sub-participation of each sub-participant (when aggregated with, for this purpose, the participations, sub-participations and all other Commitments of Affiliates and Related Funds) must not be less than EUR [***] (or the equivalent amount in other currencies).

(e) For the avoidance of doubt, the Agent shall not be obliged to monitor sub-participations.

26.4 **Assignment or transfer fee**

Unless the Agent otherwise agrees and excluding an assignment or transfer (a) to an Affiliate of a Lender or (b) to a Related Fund, the New Lender shall, on the date upon which an assignment or transfer takes effect, pay to the Agent (for its own account) a fee of EUR 3,500.

26.5 **Limitation of responsibility of Existing Lenders**

(a) Unless expressly agreed to the contrary, an Existing Lender makes no representation or warranty and assumes no responsibility to a New Lender for:

(i) the legality, validity, effectiveness, adequacy or enforceability of the Transaction Documents, the Transaction Security or any other documents;

(ii) the financial condition of any Obligor;

(iii) the performance and observance by any Obligor or any other member of the Group of its obligations under the Transaction Documents or any other documents; or

(iv) the accuracy of any statements (whether written or oral) made in or in connection with any Transaction Document or any other document,

and any representations or warranties implied by law are excluded.

(b) Each New Lender confirms to the Existing Lender, the other Finance Parties and the Secured Parties that it:

(i) has made (and shall continue to make) its own independent investigation and assessment of the financial condition and affairs of each Obligor and its related entities in connection with its participation in this Agreement and has not relied exclusively on any information provided to it by the Existing Lender or any other Finance Party in connection with any Transaction Document or the Transaction Security; and

(ii) will continue to make its own independent appraisal of the creditworthiness of each Obligor and its related entities whilst any amount is or may be outstanding under the Transaction Documents or any Commitment is in force.

(c) Nothing in any Finance Document obliges an Existing Lender to:

(i) accept a re-transfer or re-assignment from a New Lender of any of the rights and obligations assigned or transferred under this Clause 26; or

(ii) support any losses directly or indirectly incurred by the New Lender by reason of the non-performance by any Obligor of its obligations under the Finance Documents or otherwise.

26.6 **Procedure for transfer**

(a) Subject to the conditions set out in Clause 26.2 (*Conditions of assignment or transfer*) a transfer is effected in accordance with paragraph (c) below when the Agent executes an otherwise duly completed Transfer Certificate delivered to it by the Existing Lender and the New Lender. The Agent shall, subject to paragraph (b) below, as soon as reasonably practicable after receipt by it of a duly completed Transfer Certificate appearing on its face to comply with the terms of this Agreement and delivered in accordance with the terms of this Agreement, execute that Transfer Certificate.

(b) The Agent and Security Agent shall only be obliged to execute a Transfer Certificate delivered to it by the Existing Lender and the New Lender once it is satisfied it has complied with all necessary "know your customer" or other similar checks under all applicable laws and regulations, including the Patriot Act, in relation to the transfer to such New Lender.

(c) Subject to Clause 26.10 (*Pro rata interest settlement*), on the Transfer Date:

(i) to the extent that in the Transfer Certificate the Existing Lender seeks to transfer by novation its rights and obligations under the Finance Documents and in respect of the Transaction Security each of the Obligors and the Existing Lender shall be released from further obligations towards one another under the Finance Documents and in respect of the Transaction Security and their respective rights against one another under the Finance Documents and in respect of the Transaction Security shall be cancelled (being the "**Discharged Rights and Obligations**");

(ii) each of the Obligors and the New Lender shall assume obligations towards one another and/or acquire rights against one another which differ from the Discharged Rights and Obligations only insofar as that Obligor or other member of the Group and the New Lender have assumed and/or acquired the same in place of that Obligor and the Existing Lender;

(iii) the Agent, the Security Agent, the New Lender and the other Lenders shall acquire the same rights and assume the same obligations between themselves and in respect of the Transaction Security as they would have acquired and assumed had the New Lender been an Original Lender with the rights, and/or obligations acquired or assumed by it as a result of the transfer and to that extent the Agent, the Security Agent and the Existing Lender shall each be released from further obligations to each other under the Finance Documents; and

(iv) the New Lender shall become a Party as a "Lender".

26.7 **Procedure for assignment**

(a) Subject to the conditions set out in Clause 26.2 (*Conditions of assignment or transfer*) an assignment may be effected in accordance with paragraph (c) below when the Agent and Security Agent executes an otherwise duly completed Assignment Agreement delivered to it by the Existing Lender and the New Lender. The Agent and Security Agent shall, subject to paragraph (b) below, as soon as reasonably practicable after receipt by it of a duly completed Assignment Agreement appearing on its face to comply with the terms of this Agreement and delivered in accordance with the terms of this Agreement, execute that Assignment Agreement.

(b) The Agent and the Security Agent (if applicable) shall only be obliged to execute an Assignment Agreement delivered to it by the Existing Lender and the New Lender once it is satisfied it has complied with all necessary "know your customer" or other similar checks under all applicable laws and regulations in relation to the assignment to such New Lender.

(c) Subject to Clause 26.10 (*Pro rata interest settlement*), on the Transfer Date:

(i) the Existing Lender will assign absolutely to the New Lender its rights under the Finance Documents and in respect of the Transaction Security expressed to be the subject of the assignment in the Assignment Agreement;

(ii) the Existing Lender will be released from the obligations (the "**Relevant Obligations**") expressed to be the subject of the release in the Assignment Agreement (and any corresponding obligations by which it is bound in respect of the Transaction Security);

(iii) the New Lender shall become a Party as a "**Lender**" and will be bound by obligations equivalent to the Relevant Obligations; and

(iv) any transfer and/or assignment shall include a transfer or assignment of a proportional interest of the Transaction Security governed by Swedish law together with a proportional interest in the Transaction Security Documents governed by Swedish law.

(d) Lenders may utilise procedures other than those set out in this Clause 26.7 to assign their rights under the Finance Documents (but not, without the consent of the relevant Obligor or unless in accordance with Clause 26.6 (*Procedure for transfer*), to obtain a release by that Obligor from the obligations owed to that Obligor by the Lenders nor the assumption of equivalent obligations by a New Lender) provided that they comply with the conditions set out in Clause 26.2 (*Conditions of assignment or transfer*).

26.8 **Copy of Transfer Certificate, Assignment Agreement, Accordion Lender Accession Deed or Increase Confirmation to the Parent**

The Agent shall, as soon as reasonably practicable after it has executed a Transfer Certificate, an Assignment Agreement, an Accordion Lender Accession Deed or an Increase Confirmation, send to the Parent a copy of that Transfer Certificate, Assignment Agreement, Accordion Lender Accession Deed or Increase Confirmation.

26.9 **Security over Lenders' rights**

In addition to the other rights provided to Lenders under this Clause 26, each Lender may without consulting with or obtaining consent from any Obligor, at any time charge, assign or otherwise create Security in or over (whether by way of collateral or otherwise) all or any of its rights under any Finance Document to secure obligations of that Lender including, without limitation:

(a) any charge, assignment or other Security to secure obligations to a federal reserve or central bank or governmental body; and

(b) any charge, assignment or other Security granted to any holders (or trustee or representatives of holders) of obligations owed, or securities issued, by that Lender as security for those obligations or securities,

except that no such charge, assignment or Security shall:

(i) release a Lender from any of its obligations under the Finance Documents or substitute the beneficiary of the relevant charge, assignment or other Security for the Lender as a party to any of the Finance Documents; or

(ii) require any payments to be made by an Obligor or grant to any person any more extensive rights than those required to be made or granted to the relevant Lender under the Finance Documents.

26.10 **Pro rata interest settlement**

If the Agent has notified the Lenders that it is able to distribute interest payments on a "pro rata basis" to Existing Lenders and New Lenders then (in respect of any transfer pursuant to Clause 26.6 (*Procedure for transfer*) or any assignment pursuant to Clause 26.7 (*Procedure for assignment*) the Transfer Date of which, in each case, is after the date of such notification and is not on the last day of an Interest Period):

(a) any interest or fees in respect of the relevant participation which are expressed to accrue by reference to the lapse of time shall continue to accrue in favour of the Existing Lender up to but excluding the Transfer Date ("**Accrued Amounts**") and shall become due and payable to the Existing Lender (without further interest accruing on them) on the last day of the current Interest Period (or, if the Interest Period is longer than six Months, on the next of the dates which falls at six Monthly intervals after the first day of that Interest Period); and

(b) the rights assigned or transferred by the Existing Lender will not include the right to the Accrued Amounts so that, for the avoidance of doubt:

(i) when the Accrued Amounts become payable, those Accrued Amounts will be payable for the account of the Existing Lender; and

(ii) the amount payable to the New Lender on that date will be the amount which would, but for the application of this Clause 26.10, have been payable to it on that date, but after deduction of the Accrued Amounts.

26.11 **Register**

The Agent, acting solely for this purpose as a non-fiduciary agent of the Obligors, shall maintain at one of its offices a copy of each Transfer Certificate, Assignment Agreement, Accordion Lender Accession Deed and Increase Confirmation delivered to it and a register (the "**Register**") for the recordation of the names and addresses of each Lender and the Commitments of, and principal amounts (and stated interest) of the Loans owing to, each Lender. Without limitation of any other provision of this Clause 26, no transfer of an interest in a Loan or Commitment hereunder shall be effective unless and until recorded in the Register, and the Agent hereby agrees to promptly record all transfer and assignments promptly in the Register. The entries in the Register shall be conclusive absent manifest error and each Obligor, the Agent and each Lender shall treat each person whose name is recorded in the Register as a Lender notwithstanding any notice to the contrary. The Agent shall provide the Parent and the Borrower with a copy of the Register within five (5) Business Days of request.

26.12 **Participant Register**

Each Lender that sells a sub-participation shall, acting solely for this purpose as a non-fiduciary agent of the Obligors, maintain a register on which it enters the name and address of each person it sells a sub-participation to (a "**Participant**") and the principal amounts (and stated interest) of each Participant's interest in the Loans or other obligations under the Finance Documents (the "**Participant Register**"); provided that no Lender shall have any obligation to disclose all or any portion of the Participant Register (including the identity of any Participant or any information relating to a Participant's interest in any commitments, loans, letters of credit or its other obligations under any Finance Document) to any person except to the extent that such disclosure is necessary to establish that such commitment, loan, letter of credit or other obligation is in registered form under Section 5f.103-1(c) of the United States Treasury Regulations and Section 1.163-5(b) of the United States Proposed Treasury Regulations (or, in each case, any amended or successor version). The entries in the Participant Register shall be conclusive absent manifest error, and such Lender shall treat each person whose name is recorded in the Participant Register as the owner of such sub-participation for all purposes of this Agreement notwithstanding any notice to the contrary.

26.13 **Preservation of security**

In the event that a transfer by any of the Finance Parties of its rights and/or obligations under any relevant Finance Document occurred or was deemed to occur by way of novation, each party explicitly agrees that all security interests and guarantees created under any Finance Document shall be preserved for the benefit of the New Lender and the other Secured Parties and, in respect of its rights and/or obligations governed by Luxembourg law, pursuant to article 1278 et seq. of the Luxembourg civil code (Code civil).

27. RESTRICTIONS ON DEBT PURCHASE TRANSACTIONS

(a) The Parent shall not, and shall procure that each other member of the Group shall not:

(i) enter into any Debt Purchase Transaction other than in accordance with the other provisions of this Clause 27 (*Restrictions On Debt Purchase Transactions*); or

(ii) beneficially own all or any part of the share capital of a company that is a Lender or a party to a Debt Purchase Transaction of the type referred to in paragraphs (b) or (c) of the definition of "Debt Purchase Transaction".

(b) A member of the Group (each a "**Purchaser**") may purchase by way of transfer, pursuant to Clause 26 (*Changes to the Lenders*), a participation in any Loan and any related Commitment where:

(i) such purchase is made for a consideration of less than par;

(ii) such purchase is made using one of the processes set out at paragraphs (c) and (d) below; and

(iii) such purchase is made at a time when no Event of Default is continuing.

(c) Any Debt Purchase Transaction entered into by a member of the Group shall be entered into initially pursuant to a solicitation process (a "**Solicitation Process**") which is carried out as follows:

(i) prior to 11.00 a.m. on a given Business Day (the "**Solicitation day**"), the relevant Purchaser or a financial institution acting on its behalf (the "**Purchase Agent**") will approach at the same time each Lender which participates in the relevant Facilities to invite them to offer to sell to the relevant Purchaser, an amount of their participation in one or more Facilities;

(ii) any Lender wishing to make such an offer shall, by 11.00 a.m. on the second Business Day following such Solicitation day, communicate to the Purchase Agent details of the amount of its participations, and in which Facilities, it is offering to sell and the price at which it is offering to sell such participations;

(iii) any such offer by a Lender shall be irrevocable until 11.00 a.m. on the third Business Day following such Solicitation day and shall be capable of acceptance by the relevant Purchaser on or before such time by communicating its acceptance in writing to the Purchase Agent or, if it is the Purchase Agent, the relevant Lenders;

(iv) the Purchase Agent (if someone other than the Purchaser) will communicate to the relevant Lenders which offers have been accepted by 12 noon on the third Business Day following such Solicitation day;

(v) in any event by 11.00 a.m. on the fourth Business Day following such Solicitation day, the Purchaser shall notify the Agent of the amounts of the participations purchased through the relevant Solicitation Process and the identity of the Facilities to which they relate and the Agent shall disclose such information to any Lender that requests such disclosure;

(vi) if it chooses to accept any offers made pursuant to a Solicitation Process, the Purchaser shall be free to select which offers and in which amounts it accepts but on the basis that in relation to a participation in a particular Facility it accepts offers in inverse order of the price offered (with the offer or offers at the lowest price being accepted first) and that if in respect of participations in a particular Facility it receives two or more offers at the same price it shall only accept such offers on a pro rata basis;

(vii) any purchase of participations in the Facilities pursuant to a Solicitation Process shall be completed and settled on or before the fifth Business Day after the relevant Solicitation day; and

(viii) in accepting any offers made pursuant to a Solicitation Process, the Parent shall be free to select which offers and in which amounts it accepts.

(d) Following the completion of a Solicitation Process, a Debt Purchase Transaction referred to in paragraph (b) above may also be entered into pursuant to a bilateral process (a "**Bilateral Process**") which is carried out as follows:

(i) a Purchaser may by itself or through the same or another Purchase Agent, at any time during the period commencing on the expiry of the relevant Solicitation Process and ending 30 days thereafter, purchase participations from Lenders pursuant to secondary market purchases and/or pursuant to such bilateral arrangements with any Lenders as the Purchaser shall see fit, provided that the purchase rate on such market purchases and bilateral arrangements during that 30 day period may not exceed the lowest purchase rate tendered by the Lenders during the Solicitation Process which was not accepted by that Purchaser;

(ii) any purchase of participations in the Facilities pursuant to a Bilateral Process shall be completed and settled by the relevant Purchaser on or before the second Business Day after the expiry of the Bilateral Process period referred to in sub-paragraph (i) above; and

(iii) a Purchaser shall promptly notify the Agent of the amounts of each participation purchased through such Bilateral Process and the identity of the Facilities to which they relate and the Agent shall disclose such information to any Lender that requests the same.

(e) For the avoidance of doubt, there is no limit on the number of occasions a Solicitation Process or Bilateral Process may be implemented.

(f) In relation to any Debt Purchase Transaction entered into pursuant to this Clause 27, notwithstanding any other term of this Agreement or the other Finance Documents (in the case of a Lender which is a member of the Group, for so long as it remains a member of the Group):

(i) on completion of the relevant transfer pursuant to Clause 26 (*Changes to the Lenders*), the portions of the Loans to which it relates shall, unless there would be a material adverse tax impact on the Group as a result of such cancellation, be extinguished if the purchaser is the relevant Borrower;

(ii) such Debt Purchase Transaction and the related extinguishment referred to in sub-paragraph (i) above shall not constitute a prepayment of the Facilities;

(iii) for the purpose of testing compliance with the financial covenant in Clause 23.2 (*Financial condition*), any impact of any Debt Purchase Transaction on Consolidated EBITDA shall be ignored;

(iv) the Parent, the Obligor or Purchaser which is the transferee shall be deemed to be an entity which fulfils the requirements of Clause 26.2 (*Conditions of assignment or transfer*) to be a New Lender (as defined in such Clause);

(v) no member of the Group shall be deemed to be in breach of any provision of this Agreement solely by reason of such Debt Purchase Transaction;

(vi) Clause 31 (*Sharing among the Finance Parties*) shall not be applicable to the consideration paid under such Debt Purchase Transaction;

(vii) for the avoidance of doubt, any extinguishment of any part of the Loans shall not affect any amendment or waiver which prior to such extinguishment had been approved by or on behalf of the requisite Lender or Lenders in accordance with this Agreement;

(viii) unless all amounts owing to the other Lenders under this Agreement will be paid in full at the same time as such prepayment, neither the Parent or an Obligor or Purchaser will be entitled to receive any prepayment pursuant to this Agreement and the amount of any such prepayment which would have been so received by it shall be applied pro rata to repay all other Lenders in the relevant Facility;

(ix) any enforcement proceeds or other amount received by a member of the Group as a result of a Debt Purchase Transaction (in the case of such other amount, in circumstances where the Obligors have failed to pay to the Lenders all amounts otherwise due and payable (the amount not so paid being a "**shortfall**")) shall be held on trust for distribution to the other Finance Parties and such Purchaser shall promptly (and in any event within 10 Business Days) pay an amount equal to such enforcement proceeds or such shortfall, as the case may be, to the Security Agent for application in accordance with clause 20 (*Application of proceeds*) of the Intercreditor Agreement;

(x) any amount that is due to an Obligor or Purchaser that enters into a Debt Purchase Transaction and which is received by the Agent pursuant to Clause 32.6 (*Partial payments*) shall be applied as if such payment were due under paragraph (a)(iv) of Clause 32.6 (*Partial payments*);

(xi) no member of the Group which completes a Debt Purchase Transaction shall be permitted at any time to sell or transfer the subject matter of such Debt Purchase Transaction; and

(xii) no member of the Group which completes a Debt Purchase Transaction or Purchaser shall be entitled to exercise any rights or be entitled to any payment pursuant to Clause 15 (*Tax Gross Up and Indemnities*) and Clause 16 (*Increased Costs*).

(g) For so long as an Obligor or other Purchaser (x) beneficially owns a Commitment or (y) has entered into a sub-participation agreement relating to a Commitment or other agreement or arrangement having a substantially similar economic effect and such agreement or arrangement has not been terminated, each such Obligor and Purchaser irrevocably acknowledges and agrees (and the Agent acknowledges) that:

(i) in relation to any meeting or conference call to which all the Lenders are invited to attend or participate, unless the Agent otherwise agrees, it shall not attend or participate in the same or be entitled to receive the agenda or any minutes of the same;

(ii) in its capacity as Lender, unless the Agent otherwise agrees, it shall not be entitled to receive any report or other document prepared at the request of, or on the instructions of, the Agent or one or more of the Lenders;

(iii) in ascertaining the Majority Lenders or the Super Majority Lenders or whether any given percentage (including, for the avoidance of doubt, unanimity) of the Total Commitments has been obtained to give an instruction or approve any request for a consent, waiver, amendment, or other vote under the Finance Documents such Commitment shall be deemed to be zero; and

(iv) subject to sub-paragraph (iii) above, for the purposes of paragraph (a) of Clause 38.3 (*Super Majority Lender matters and all Lender matters*), such Obligor or Purchaser (and any relevant sub-participant shall be deemed not to be a Lender, provided that, in each case, such consent, waiver, amendment or other vote:

(A) does not result or is not intended to result in any Commitment of that Obligor or Purchaser under a particular Facility being treated in any manner which is inconsistent with the treatment proposed to be applied to any other Commitment under such Facility; and

(B) is not materially detrimental (in comparison to the other Finance Parties) to the rights and/or interests of that Obligor or Purchaser solely in its capacity as a Finance Party (and, for the avoidance of doubt, excluding its interests as a holder of equity in the Parent (whether directly or indirectly)), and each Obligor or Purchaser (as applicable) upon becoming a Party expressly agrees and acknowledges that the operation of this paragraph (g) shall not of itself be so detrimental to it in comparison to the other Finance Parties or otherwise.

(h) Each Lender shall, unless the Debt Purchase Transaction is an assignment or transfer, promptly notify the Agent in writing if it knowingly enters into a Debt Purchase Transaction with a member of the Group (a "**Notifiable Debt Purchase Transaction**"), such notification to be substantially in the form set out in Part 1 (*Form of Notice on Entering into Notifiable Debt Purchase Transaction*) of Schedule 12 (*Forms of Notifiable Debt Purchase Transaction Notice*) or any other form agreed between the Agent (acting reasonably) and the Parent.

(i) A Lender shall promptly notify the Agent if a Notifiable Debt Purchase Transaction to which it is a party is terminated or ceases to be with a member of the Group, such notification to be substantially in the form set out in Part 2 (*Form of Notice on Termination of Notifiable Debt Purchase Transaction*) of Schedule 12 (*Forms of Notifiable Debt Purchase Transaction Notice*) or any other form agreed between the Agent (acting reasonably) and the Parent.

28. CHANGES TO THE OBLIGORS

28.1 Assignment and transfers by Obligors

No Obligor may assign any of its rights or transfer any of its rights or obligations under the Finance Documents.

28.2 Additional Borrowers

(a) Subject to compliance with the provisions of paragraph (d) of Clause 22.9 ("*Know your customer*" checks), the Parent may request that any of its wholly owned Subsidiaries becomes a Borrower. That Subsidiary shall become a Borrower if:

(i) it is incorporated in:

(A) Luxembourg; or

(B) any other jurisdiction subject to the approval of each Lender (in its sole and absolute discretion) under the relevant Facility under which it is proposed that the Subsidiary becomes a Borrower;

(ii) the Parent and that Subsidiary deliver to the Agent a duly completed and executed Accession Deed;

(iii) the Subsidiary is (or becomes) a Guarantor prior to or at the same time as becoming a Borrower;

(iv) the Parent confirms that no Default is continuing or would occur as a result of that Subsidiary becoming an Additional Borrower; and

(v) the Agent has received all of the documents and other evidence listed in Part 2 of Schedule 2 (*Conditions Precedent*) in relation to that Additional Borrower, each in form and substance satisfactory to the Agent (acting reasonably).

(b) The Agent shall notify the Parent and the Lenders promptly upon being satisfied that it has received (in form and substance satisfactory to it, acting on the instructions of the Majority Lenders (acting reasonably)) all the documents and other evidence listed in Part 2 of Schedule 2 (*Conditions Precedent*).

(c) Other than to the extent that the Majority Lenders notify the Agent in writing to the contrary before the Agent gives the notification described in paragraph (b) above, the Lenders authorise (but do not require) the Agent to give that notification. The Agent shall not be liable for any damages, costs or losses whatsoever as a result of giving any such notification.

28.3 Resignation of a Borrower

(a) In this Clause 28.3, Clause 28.5 (*Resignation of a Guarantor*) and Clause 28.7 (*Resignation and release of Security on disposal*), "**Third Party Disposal**" means the (direct or indirect) disposal of an Obligor to a person which is not a member of the Group where that disposal constitutes a Permitted Disposal or a Permitted Transaction or is made with the approval of the Majority Lenders (and the Parent has confirmed this is the case).

(b) If a Borrower is subject to a Third Party Disposal or (where such Borrower will cease to exist) a Permitted Merger, the Parent may request that a Borrower (other than the Original Borrower) ceases to be a Borrower by delivering to the Agent a Resignation Letter.

(c) The Agent shall accept a Resignation Letter and notify the Parent and the other Finance Parties of its acceptance if:

(i) the Parent has confirmed that no Default is continuing or would result from the acceptance of the Resignation Letter;

(ii) the Borrower is under no actual or contingent obligations as a Borrower under any Finance Documents;

(iii) where the Borrower is also a Guarantor (unless its resignation has been accepted in accordance with Clause 28.5 (*Resignation of a Guarantor*)), its obligations in its capacity as Guarantor continue to be legal, valid, binding and enforceable and in full force and effect (subject to the Legal Reservations) and the amount guaranteed by it as a Guarantor is not decreased (and the Parent has confirmed this is the case); and

(iv) the Parent has confirmed that it shall, to the extent required, ensure that any relevant Disposal Proceeds will be applied in accordance with Clause 9.2 (*Disposal and Insurance Proceeds*).

(d) Upon notification by the Agent to the Parent of its acceptance of the resignation of a Borrower, that company shall cease to be a Borrower and shall have no further rights or obligations under the Finance Documents as a Borrower.

28.4 **Additional Guarantors**

(a) Subject to compliance with the provisions of paragraph (d) of Clause 22.9 ("**Know your customer**" checks), the Parent may request that any of its Subsidiaries become a Guarantor.

(b) A member of the Group shall become an Additional Guarantor if:

(i) the Parent and the proposed Additional Guarantor deliver to the Agent a duly completed and executed Accession Deed; and

(ii) the Agent has received all of the documents and other evidence listed in Part 2 of Schedule 2 (*Conditions Precedent*) in relation to that Additional Guarantor, each in form and substance satisfactory to the Agent (acting on the instructions of the Majority Lenders, acting reasonably).

(c) The Agent shall notify the Parent and the Lenders promptly upon being satisfied that it has received (in form and substance satisfactory to it, acting on the instructions of the Majority Lenders (acting reasonably)) all the documents and other evidence listed in Part 2 of Schedule 2 (*Conditions Precedent*).

(d) Other than to the extent that the Majority Lenders notify the Agent in writing to the contrary before the Agent gives the notification described in paragraph (c) above, the Lenders authorise (but do not require) the Agent to give that notification. The Agent shall not be liable for any damages, costs or losses whatsoever as a result of giving any such notification.

28.5 **Resignation of a Guarantor**

(a) The Parent may request that a Guarantor (other than the Parent) ceases to be a Guarantor by delivering to the Agent a Resignation Letter if:

(i) that Guarantor is being disposed of by way of a Third Party Disposal (as defined in Clause 28.3 (*Resignation of a Borrower*)) or (where such Guarantor will cease to exist) a Permitted Merger and the Parent has confirmed this is the case; or

(ii) in respect of any member of the Group which is not a Material Company, the Guarantor Coverage Test would still be complied with when taking such resignation into account; or

(iii) the Majority Lenders have consented to the resignation of that Guarantor.

(b) Subject to the terms of the Intercreditor Agreement, the Agent shall accept a Resignation Letter and notify the Parent and the Lenders of its acceptance if:

(i) the Parent has confirmed that no Default is continuing or would result from the acceptance of the Resignation Letter;

(ii) no payment is due from the Guarantor under Clause 20.1 (*Guarantee and indemnity*);

(iii) where the Guarantor is also a Borrower, it is under no actual or contingent obligations as a Borrower and has resigned and ceased or simultaneously resigns and ceases to be a Borrower under Clause 28.3 (*Resignation of a Borrower*); and

(iv) the Parent has confirmed that it shall ensure that to the extent required the Disposal Proceeds will be applied in accordance with Clause 9.2 (*Disposal and Insurance Proceeds*).

(c) Upon notification by the Agent to the Parent of its acceptance of the resignation of a Guarantor, that company shall cease to be a Guarantor and shall have no further rights or obligations under the Finance Documents as a Guarantor.

28.6 **Repetition of Representations**

Delivery of an Accession Deed constitutes confirmation by the relevant Subsidiary that the representations and warranties referred to in paragraph (d) of Clause 21.33 (*Times when representations made*) are true and correct in relation to it as at the date of delivery as if made by reference to the facts and circumstances then existing.

28.7 **Resignation and release of Security on disposal**

(a) If a Borrower or Guarantor is or is proposed to be the subject of a Third Party Disposal or (where such Borrower or Guarantor will cease to exist) a Permitted Merger then:

(i) where that Borrower or Guarantor (and/or any of its Subsidiaries) created Transaction Security over any of its assets or business in favour of the Security Agent and/or the Secured Parties, or Transaction Security in favour of the Security Agent and/or the Secured Parties was created over the shares (or equivalent) of that Borrower, Guarantor and/or any of its Subsidiaries, the Security Agent (for itself and on behalf of the Secured Parties if applicable) may, at the cost and request of the Parent, release those assets, business or shares (or equivalent) from the Transaction Security and issue certificates of non-crystallisation;

(ii) the resignation of that Borrower or Guarantor and related release of Transaction Security referred to in paragraph (i) above shall not become effective until the date of that disposal or Permitted Merger; and

(iii) if the disposal or Permitted Merger of that Borrower or Guarantor is not made (and the Parent notifies the Agent that such disposal or Permitted Merger has not been made), the Resignation Letter of that Borrower or Guarantor and the related release of Transaction Security referred to in paragraph (i) above shall have no effect and the obligations of that Borrower or Guarantor (and its Subsidiaries) and the Transaction Security created or intended to be created by or over that Borrower or Guarantor (or its Subsidiaries) shall continue in such force and effect as if that release had not been effected.

(b) For the avoidance of doubt and subject to the Intercreditor Agreement, if an Obligor disposes of any asset as permitted by and in accordance with the terms of this Agreement and such asset is the subject of Transaction Security in favour of the Security Agent and/or the Secured Parties, the Security Agent (for itself and on behalf of the Secured Parties if applicable) shall, at the cost and request of the Parent, release those assets from the Transaction Security and issue certificates of non-crystallisation and/or return any physical collateral without any recourse to the Security Agent and without any representation by the Security Agent (whether express or implied).

(c) For the avoidance of doubt and subject to the Intercreditor Agreement, if a Guarantor resigns as permitted by and in accordance with the terms of this Agreement and such Guarantor has granted (or is the subject of) Transaction Security in favour of the Security Agent and/or the Secured Parties, the Security Agent (for itself and on behalf of the Secured Parties if applicable) shall, at the cost and request of the Parent, release that Transaction Security and issue certificates of non-crystallisation and/or return any physical collateral without any recourse to the Security Agent and without any representation by the Security Agent (whether express or implied).

29. ROLE OF THE AGENT AND OTHERS

29.1 Appointment of the Agent

(a) Each of the Lenders appoints the Agent to act as its agent under and in connection with the Finance Documents.

(b) Each of the Lenders authorises the Agent to perform the duties, obligations and responsibilities and to exercise the rights, powers, authorities and discretions specifically given to the Agent under or in connection with the Finance Documents together with any other incidental rights, powers, authorities and discretions.

29.2 **Instructions**

(a) The Agent shall:

(i) unless a contrary indication appears in a Finance Document, exercise or refrain from exercising any right, power, authority or discretion vested in it as Agent in accordance with any instructions given to it by:

(A) all Lenders if the relevant Finance Document stipulates the matter is an all Lender decision or the Affected Lenders if the relevant Finance Document stipulates the matter is an Affected Lender decision;

(B) the Super Majority Lenders if the relevant Finance Document stipulates that the matter is a Super Majority Lender decision; and

(C) in all other cases, the Majority Lenders; and

(ii) not be liable for any act (or omission) if it acts (or refrains from acting) in accordance with paragraph (a)(i) above.

(b) The Agent shall be entitled to request instructions, or clarification of any instruction, from the Majority Lenders (or, if the relevant Finance Document stipulates the matter is a decision for any other Lender or group of Lenders, from that Lender or group of Lenders) as to whether, and in what manner, it should exercise or refrain from exercising any right, power, authority or discretion and the Agent may refrain from acting unless and until it receives those instructions or that clarification.

(c) Save in the case of decisions stipulated to be a matter for any other Lender or group of Lenders under the relevant Finance Document and unless a contrary indication appears in a Finance Document, any instructions given to the Agent by the Majority Lenders shall override any conflicting instructions given by any other Parties and will be binding on all Finance Parties save for the Security Agent.

(d) The Agent may refrain from acting in accordance with any instructions of any Lender or group of Lenders until it has received any indemnification and/or security that it may in its discretion require (which may be greater in extent than that contained in the Finance Documents and which may include payment in advance) for any cost, loss or liability which it may incur in complying with those instructions.

(e) In the absence of instructions, the Agent may act (or refrain from acting) as it considers to be in the best interest of the Lenders.

(f) The Agent is not authorised to act on behalf of a Lender (without first obtaining that Lender's consent) in any legal or arbitration proceedings relating to any Finance Document. This paragraph (f) shall not apply to any legal or arbitration proceeding relating to the perfection, preservation or protection of rights under the Transaction Security Documents or enforcement of the Transaction Security or Transaction Security Documents.

29.3 **Duties of the Agent**

(a) The Agent's duties under the Finance Documents are solely mechanical and administrative in nature.

(b) Subject to paragraph (c) below, the Agent shall promptly forward to a Party the original or a copy of any document which is delivered to the Agent for that Party by any other Party.

(c) Without prejudice to Clause 26.8 (*Copy of Transfer Certificate, Assignment Agreement, Accordion Lender Accession Deed or Increase Confirmation to the Parent*), paragraph (b) above shall not apply to any Transfer Certificate, any Assignment Agreement, any Accordion Lender Accession Deed, or any Increase Confirmation.

(d) Except where a Finance Document specifically provides otherwise, the Agent is not obliged to review or check the adequacy, accuracy or completeness of any document it forwards to another Party.

(e) If the Agent receives notice from a Party referring to this Agreement, describing a Default and stating that the circumstance described is a Default, it shall promptly notify the other Finance Parties.

(f) If the Agent is aware of the non-payment of any principal, interest, commitment fee or other fee payable to a Finance Party (other than the Agent, or the Security Agent) under this Agreement it shall promptly notify the applicable Finance Parties.

(g) The Agent shall have only those duties, obligations and responsibilities expressly specified in the Finance Documents to which it is expressed to be a party (and no others shall be implied).

29.4 **No fiduciary duties**

(a) Nothing in this Agreement constitutes the Agent as a trustee or fiduciary of any other person.

(b) None of the Agent or the Security Agent shall be bound to account to any Lender for any sum or the profit element of any sum received by it for its own account.

29.5 **Business with the Group**

The Agent and the Security Agent may accept deposits from, lend money to and generally engage in any kind of banking or other business with any member of the Group.

29.6 **Rights and discretions**

(a) The Agent may rely on:

(i) any representation, communication, notice or document believed by it to be genuine, correct and appropriately authorised; and

(ii) any statement made by a director, authorised signatory or employee of any person regarding any matters which may reasonably be assumed to be within his knowledge or within his power to verify.

(b) The Agent may assume that:

(i) any instructions received by it from the Majority Lenders, any Lenders or any group of Lenders are duly given in accordance with the terms of the Finance Documents; and

(ii) unless it has received notice of revocation, that those instructions have not been revoked.

(c) The Agent may rely on a certificate from any person:

(i) as to any matter of fact or circumstance which might reasonably be expected to be within the knowledge of that person; or

(ii) to the effect that such person approves of any particular dealing, transaction, step, action or thing,

as sufficient evidence that that is the case and, in the case of paragraph (c)(i) above, may assume the truth and accuracy of that certificate.

(d) The Agent may assume (unless it has received notice to the contrary in its capacity as agent for the Lenders) that:

(i) no Default has occurred (unless it has actual knowledge of a Default arising under Clause 25.1 (*Non-payment*));

(ii) any right, power, authority or discretion vested in any Party or any group of Lenders has not been exercised; and

(iii) any notice or request made by the Parent (other than a Utilisation Request or Selection Notice) is made on behalf of and with the consent and knowledge of all the Obligors.

(e) Subject to prior consultation with the Parent (unless an Event of Default is continuing in which case no such consultation shall be required), the Agent may engage and pay for the advice or services of any lawyers, accountants, tax advisors, surveyors or other professional advisors or experts.

(f) The Agent may rely on the advice or services of any lawyers, accountants, tax advisers, surveyors or other professional advisers or experts (whether obtained by the Agent or by any other Party) and shall not be liable for any damages, costs or losses to any person, any diminution in value or any liability whatsoever arising as a result of its so relying.

(g) The Agent may act in relation to the Finance Documents through its officers, employees and agents and the Agent shall not:

(i) be liable for any error of judgment made by any such person; or

(ii) be bound to supervise, or be in any way responsible for any loss incurred by reason of misconduct, omission or default on the part, of any such person,

unless such error or such loss was directly caused by the Agent's gross negligence or wilful misconduct.

(h) Unless a Finance Document expressly provides otherwise, the Agent may disclose to any other Party any information it reasonably believes it has received as agent under this Agreement.

(i) Without prejudice to the generality of paragraph (h) above, the Agent:

(i) may disclose; and

(ii) on the written request of the Parent or the Majority Lenders shall, as soon as reasonably practicable, disclose,

the identity of a Defaulting Lender to the Parent and to the other Finance Parties.

(j) Notwithstanding any other provision of any Finance Document to the contrary, the Agent is not obliged to do or omit to do anything if it would or might in its reasonable opinion constitute a breach of any law or regulation or a breach of a fiduciary duty or duty of confidentiality.

(k) Notwithstanding any provision of any Finance Document to the contrary, the Agent is not obliged to expend or risk its own funds or otherwise incur any financial liability in the performance of its duties, obligations or responsibilities or the exercise of any right, power, authority or discretion if it has grounds for believing the repayment of such funds or adequate indemnity against, or security for, such risk or liability is not reasonably assured to it.

(l) The Agent shall be entitled to deal with money paid to it by any person for the purposes of this Agreement in the same manner as other money paid to a banker by its customers except that it shall not be liable to account to any person for any interest or other amounts in respect of the money.

(m) The fees, commissions and expenses payable to the Agent for services rendered and the performance of its obligations under this Agreement shall not be abated by any remuneration or other amounts or profits receivable by the Agent (or by any of its associates) in connection with any transaction effected by the Agent with or for the Lenders or the Parent.

29.7 **Responsibility for documentation**

Neither the Agent nor the Security Agent is responsible or liable for:

(a) the adequacy, accuracy and/or completeness of any information (whether oral or written) supplied by the Agent, an Obligor or any other person given in or in connection with any Finance Document or the Reports or the transactions contemplated in the Finance Documents or any other agreement, arrangement or document entered into, made or executed in anticipation of, under or in connection with any Finance Document;

(b) the legality, validity, effectiveness, adequacy or enforceability of any Finance Document or the Transaction Security or any other agreement, arrangement or document entered into, made or executed in anticipation of or in connection with any Finance Document or the Transaction Security; or

(c) any determination as to whether any information provided or to be provided to any Finance Party is non-public information the use of which may be regulated or prohibited by applicable law or regulation relating to insider dealing or otherwise.

29.8 **No duty to monitor**

The Agent shall not be bound to enquire:

(a) whether or not any Default has occurred;

(b) as to the performance, default or any breach by any Party of its obligations under any Finance Document; or

(c) whether any other event specified in any Finance Document has occurred.

29.9 **Exclusion of liability**

(a) Without limiting paragraph (b) below (and without prejudice to any other provision of any Finance Document excluding or limiting the liability of the Agent), the Agent will not be liable (including, without limitation, for negligence or any other category of liability whatsoever) for:

(i) any damages, costs or losses to any person, any diminution in value, or any liability whatsoever arising as a result of taking or not taking any action under or in connection with any Finance Document or the Transaction Security, unless directly caused by its gross negligence or wilful misconduct or breach of the Finance Documents;

(ii) exercising, or not exercising, any right, power, authority or discretion given to it by, or in connection with, any Finance Document, the Transaction Security or any other agreement, arrangement or document entered into, made or executed in anticipation of, under or in connection with any Finance Document or the Transaction Security; or

(iii) without prejudice to the generality of paragraphs (a)(i) and (a)(ii) above, any damages, costs or losses to any person, any diminution in value or any liability whatsoever, arising as a result of:

(A) any act, event or circumstance not reasonably within its control; or

(B) the general risks of investment in, or the holding of assets in, any jurisdiction,

including (in each case and without limitation) such damages, costs, losses, diminution in value or liability arising as a result of: nationalisation, expropriation or other governmental actions; any regulation, currency restriction, devaluation or fluctuation; market conditions affecting the execution or settlement of transactions or the value of assets (including any Disruption Event); breakdown, failure or malfunction of any third party transport, telecommunications, computer services or systems; natural disasters or acts of God; war, terrorism, insurrection or revolution; or strikes or industrial action.

(b) No Party (other than the Agent) may take any proceedings against any officer, employee or agent of the Agent, in respect of any claim it might have against the Agent or in respect of any act or omission of any kind by that officer, employee or agent in relation to any Transaction Document and any officer, employee or agent of the Agent may rely on this Clause 29 subject to Clause 1.4 (*Third party rights*) and the provisions of the Third Parties Act.

(c) Where the Agent is referred to in this Agreement as acting "reasonably" or in a "reasonable" manner or as coming to an opinion or determination that is "reasonable" (or any similar or analogous wording is used), unless it is not required to do so, this shall mean that the Agent shall, where it has in fact sought such instructions, be acting or coming to an opinion or determination on the instructions of the Majority Lenders acting reasonably and that the Agent shall be under no obligation to determine the reasonableness of such instructions from the Majority Lenders or whether in giving such instructions the Majority Lenders are acting in a reasonable manner.

(d) The Agent will not be liable for any delay (or any related consequences) in crediting an account with an amount required under the Finance Documents to be paid by the Agent if the Agent has taken all necessary steps as soon as reasonably practicable to comply with the regulations or operating procedures of any recognised clearing or settlement system used by the Agent for that purpose.

(e) Nothing in this Agreement shall oblige the Agent to carry out:

(i) any "know your customer" or other checks in relation to any person; or

(ii) any check on the extent to which any transaction contemplated by this Agreement might be unlawful for any Lender,

on behalf of any Lender and each Lender confirms to the Agent that it is solely responsible for any such checks it is required to carry out and that it may not rely on any statement in relation to such checks made by the Agent.

(f) Without prejudice to any provision of any Finance Document excluding or limiting the Agent's liability, any liability of the Agent arising under or in connection with any Finance Document or the Transaction Security shall be limited to the amount of actual loss which has been suffered (as determined by reference to the date of default of the Agent or, if later, the date on which the loss arises as a result of such default) but without reference to any special conditions or circumstances known to the Agent at any time which increase the amount of that loss. In no event shall the Agent be liable for any loss of profits, goodwill, reputation, business opportunity or anticipated saving, or for special, punitive, indirect or consequential damages, whether or not the Agent has been advised of the possibility of such loss or damages.

29.10 **Lenders' indemnity to the Agent**

(a) Each Lender shall (in proportion to its share of the Total Commitments or, if the Total Commitments are then zero, to its share of the Total Commitments immediately prior to their reduction to zero) indemnify the Agent, within three Business Days of demand, against any cost, loss or liability (including, without limitation, for negligence or any other category of liability whatsoever) incurred by the Agent (otherwise than by reason of the Agent's gross negligence or wilful misconduct) (or, in the case of any cost, loss or liability pursuant to Clause 32.11 (*Disruption to Payment Systems etc.*) notwithstanding the Agent's negligence, gross negligence or any other category of liability whatsoever but not including any claim based on the fraud of the Agent) in acting as Agent under the Finance Documents (unless the Agent has been reimbursed by an Obligor pursuant to a Finance Document).

(b) Subject to paragraph (c) below, the Parent shall immediately on demand reimburse any Lender for any payment that Lender makes to the Agent pursuant to paragraph (a) above.

(c) Paragraph (b) above shall not apply to the extent that the indemnity payment in respect of which the Lender claims reimbursement relates to a liability of the Agent to an Obligor.

(d) Each Lender expressly acknowledges and agrees that the continuation of its indemnity obligations under this Clause 29.10 will not be prejudiced by any termination of this Agreement.

29.11 **Resignation of the Agent**

(a) The Agent may resign and appoint one of its Affiliates acting through an office in the United Kingdom as successor by giving notice to the Lenders and the Parent.

(b) Alternatively the Agent may resign by giving 30 days' notice to the Lenders and the Parent, in which case the Majority Lenders (after consultation with the Parent) may appoint a successor Agent.

(c) If the Majority Lenders have not appointed a successor Agent in accordance with paragraph (b) above within 30 days after notice of resignation was given, the retiring Agent (after consultation with the Parent) may appoint a successor Agent (acting through an office in the United Kingdom).

(d) If the Agent wishes to resign because (acting reasonably) it has concluded that it is no longer appropriate for it to remain as agent and the Agent is entitled to appoint a successor Agent under paragraph (c) above, the Agent may, subject to obtaining the consent of the Parent (such consent not to be unreasonably withheld or delayed and to be deemed to have been provided where the Parent has not confirmed or refused a request within five Business Days of the provision of such request) (if it concludes (acting reasonably) that it is necessary to do so in order to persuade the proposed successor Agent to become a party to this Agreement as Agent) agree with the proposed successor Agent amendments to this Clause 29 and any other term of this Agreement dealing with the rights or obligations of the Agent consistent with the current market practice for the appointment and protection of corporate trustees together with any reasonable amendments to the agency fee payable under this Agreement which are consistent with the successor Agent's normal fee rates and those amendments will bind the Parties.

(e) The retiring Agent shall, at its own cost, make available to the successor Agent such documents and records and provide such assistance as the successor Agent may reasonably request for the purposes of performing its functions as Agent under the Finance Documents. The Parent shall, within three Business Days of demand, reimburse the retiring Agent for the amount of all costs and expenses (including legal fees subject to any agreed fee arrangements) reasonably and properly incurred by it in making available such documents and records and providing such assistance.

(f) The Agent's resignation notice shall only take effect upon the appointment of a successor.

(g) Upon the appointment of a successor, the retiring Agent shall be discharged from any further obligation in respect of the Finance Documents (other than its obligations under paragraph (e) above) but shall remain entitled to the benefit of this Clause 29 (and any agency fees for the account of the retiring Agent shall cease to accrue from (and shall be payable on) that date). Any successor and each of the other Parties shall have the same rights and obligations amongst themselves as they would have had if such successor had been an original Party.

(h) The Agent shall resign in accordance with paragraph (b) above if on or after the date which is three months before the earliest FATCA Application Date relating to any payment to the Agent under the Finance Documents, either:

(i) the Agent fails to respond to a request under Clause 15.7 (*FATCA Information*) and the Parent or a Lender reasonably believes that the Agent will not be (or will have ceased to be) a FATCA Exempt Party on or after that FATCA Application Date;

(ii) the information supplied by the Agent pursuant to Clause 15.7 (*FATCA Information*) indicates that the Agent will not be (or will have ceased to be) a FATCA Exempt Party on or after that FATCA Application Date; or

(iii) the Agent notifies the Parent and the Lenders that the Agent will not be (or will have ceased to be) a FATCA Exempt Party on or after that FATCA Application Date,

and (in each case) the Parent or a Lender reasonably believes that a Party will be required to make a FATCA Deduction that would not be required if the Agent were a FATCA Exempt Party, and the Parent or that Lender, by notice to the Agent, requires it to resign.

29.12 **Replacement of the Agent**

(a) After consultation with the Parent, the Majority Lenders may, by giving 30 days' notice to the Agent (or, at any time the Agent is an Impaired Agent, by giving any shorter notice determined by the Majority Lenders) replace the Agent by appointing a successor Agent (acting through an office in the United Kingdom).

(b) The retiring Agent shall (at its own cost if it is an Impaired Agent and otherwise at the expense of the Lenders) make available to the successor Agent such documents and records and provide such assistance as the successor Agent may reasonably request for the purposes of performing its functions as Agent under the Finance Documents.

(c) The appointment of the successor Agent shall take effect on the date specified in the notice from the Majority Lenders to the retiring Agent. As from this date, the retiring Agent shall be discharged from any further obligation in respect of the Finance Documents (other than its obligations under paragraph (b) above) but shall remain entitled to the benefit of Clause 17.3 (*Indemnity to the Agent*) and this Clause 29 (and any agency fees for the account of the retiring Agent shall cease to accrue from (and shall be payable on) that date).

(d) Any successor Agent and each of the other Parties shall have the same rights and obligations amongst themselves as they would have had if such successor had been an original Party.

29.13 **Confidentiality**

(a) In acting as agent for the Finance Parties, the Agent shall be regarded as acting through its agency division which shall be treated as a separate entity from any other of its divisions or departments.

(b) If information is received by another division or department of the Agent, it may be treated as confidential to that division or department and the Agent shall not be deemed to have notice of it.

(c) Notwithstanding any other provision of any Finance Document to the contrary, the Agent is not obliged to disclose to any other person:

(i) any confidential information; or

(ii) any other information,

if the disclosure would or might in its reasonable opinion constitute a breach of any law or regulation or a breach of a fiduciary duty.

29.14 **Relationship with the Lenders**

(a) Subject to Clause 26.10 (*Pro rata interest settlement*), the Agent may treat the person shown in its records as Lender at the opening of business (in the place of the Agent's principal office as notified to the Finance Parties from time to time) as the Lender acting through its Facility Office:

(i) entitled to or liable for any payment due under any Finance Document on that day; and

(ii) entitled to receive and act upon any notice, request, document or communication or make any decision or determination under any Finance Document made or delivered on that day,

unless it has received not less than five Business Days' prior notice from that Lender to the contrary in accordance with the terms of this Agreement.

(b) Each Lender shall supply the Agent with any information that the Security Agent may reasonably specify (through the Agent) as being necessary or desirable to enable the Security Agent to perform its functions as Security Agent. Each Lender shall deal with the Security Agent exclusively through the Agent and shall not deal directly with the Security Agent.

(c) Any Lender may by notice to the Agent appoint a person to receive on its behalf all notices, communications, information and documents to be made or dispatched to that Lender under the Finance Documents. Such notice shall contain the address and (where communication by electronic mail or other electronic means is permitted under Clause 34.6 (*Electronic communication*)) electronic mail address and/or any other information required to enable the sending and receipt of information by that means (and, in each case, the department or officer, if any, for whose attention communication is to be made) and be treated as a notification of a substitute address, electronic mail address, department and officer by that Lender for the purposes of Clause 34.2 (*Addresses*) and paragraph (a)(ii) of Clause 34.6 (*Electronic communication*) and the Agent shall be entitled to treat such person as the person entitled to receive all such notices, communications, information and documents as though that person were that Lender.

29.15 **Credit appraisal by the Lenders**

Without affecting the responsibility of any Obligor for information supplied by it or on its behalf in connection with any Finance Document, each Lender confirms to the Agent and the Security Agent that it has been, and will continue to be, solely responsible for making its own independent appraisal and investigation of all risks arising under or in connection with any Finance Document including but not limited to:

(a) the financial condition, status and nature of each member of the Group;

(b) the legality, validity, effectiveness, adequacy or enforceability of any Finance Document and the Transaction Security and any other agreement, arrangement or document entered into, made or executed in anticipation of, under or in connection with any Finance Document or the Transaction Security;

(c) whether that Lender has recourse, and the nature and extent of that recourse, against any Party or any of its respective assets under or in connection with any Finance Document, the Transaction Security or the transactions contemplated by the Finance Documents or any other agreement, arrangement or document entered into, made or executed in anticipation of, under or in connection with any Finance Document or the Transaction Security;

(d) the adequacy, accuracy and/or completeness of the Information Package and any other information provided by the Agent, any Party or by any other person under or in connection with any Finance Document, the transactions contemplated by the Finance Documents or any other agreement, arrangement or document entered into, made or executed in anticipation of, under or in connection with any Finance Document; and

(e) the right or title of any person in or to, or the value or sufficiency of any part of the Charged Property, the priority of any of the Transaction Security or the existence of any Security affecting the Charged Property.

29.16 **Deduction from amounts payable by the Agent**

If any Party owes an amount to the Agent under the Finance Documents the Agent may, after giving notice to that Party, deduct an amount not exceeding that amount from any payment to that Party which the Agent would otherwise be obliged to make under the Finance Documents and apply the amount deducted in or towards satisfaction of the amount owed. For the purposes of the Finance Documents that Party shall be regarded as having received any amount so deducted.

29.17 **Reliance and engagement letters**

Each Finance Party and Secured Party confirms that the Agent has authority to accept on its behalf (and ratifies the acceptance on its behalf of any letters or reports already accepted by the Agent) the terms of any reliance letter or engagement letters relating to the Reports or any reports or letters provided by accountants or other professional advisers in connection with the Finance Documents or the transactions contemplated in the Finance Documents and to bind it in respect of those Reports, reports or letters and to sign such letters on its behalf and further confirms that it accepts the terms and qualifications set out in such letters.

29.18 **Role of Base Reference Banks**

(a) No Base Reference Bank is under any obligation to provide a quotation or any other information to the Agent.

(b) No Base Reference Bank will be liable for any action taken by it under or in connection with any Finance Document, or for any Reference Bank Quotation, unless directly caused by its gross negligence or wilful misconduct.

(c) No Party (other than the relevant Base Reference Bank) may take any proceedings against any officer, employee or agent of any Base Reference Bank in respect of any claim it might have against that Base Reference Bank or in respect of any act or omission of any kind by that officer, employee or agent in relation to any Finance Document, or to any Reference Bank Quotation, and any officer, employee or agent of each Base Reference Bank may rely on this Clause 29.18 subject to Clause 1.4 (*Third party rights*) and the provisions of the Third Parties Act.

29.19 **Third party Base Reference Banks**

A Base Reference Bank which is not a Party may rely on Clause 29.18 (*Role of Base Reference Banks*) and Clause 40 (*Confidentiality of Funding Rates and Reference Bank Quotations*) subject to Clause 1.4 (*Third party rights*) and the provisions of the Third Parties Act.

29.20 **Obligation to return pre-funding amounts by the Agent**

In the event that any Lender makes funds available to the Agent in order that the Agent may fund a Loan pursuant to a Utilisation Request and such Loan is not disbursed on the date requested in that Utilisation Request, the Agent will promptly upon request return such funds to such Lender (unless otherwise agreed between the relevant Lender and the Agent).

30. CONDUCT OF BUSINESS BY THE FINANCE PARTIES

(a) No provision of this Agreement will:

(i) interfere with the right of any Finance Party to arrange its affairs (tax or otherwise) in whatever manner it thinks fit;

(ii) oblige any Finance Party to investigate or claim any credit, relief, remission or repayment available to it or the extent, order and manner of any claim; or

(iii) oblige any Finance Party to disclose any information relating to its affairs (tax or otherwise) or any computations in respect of Tax.

(b) Notwithstanding anything in any Finance Document to the contrary, the Security Agent shall not do, or be authorised or required to do, anything which might constitute a regulated activity for the purpose of the Financial Services and Markets Act 2000 ("**FSMA**"), unless it is authorised under FSMA to do so.

(c) The Security Agent shall have the discretion at any time:

(i) to delegate any of the functions which fall to be performed by an authorised person under FSMA to any other agent or person which also has the necessary authorisations and licences; and

(ii) to apply for authorisation under FSMA and perform any or all such functions itself if, in its absolute discretion, it considers it necessary, desirable or appropriate do to so.

31. SHARING AMONG THE FINANCE PARTIES

31.1 Payments to Finance Parties

If a Finance Party (a "**Recovering Finance Party**") receives or recovers any amount from an Obligor other than in accordance with Clause 32 (*Payment Mechanics*) (a "**Recovered Amount**") and applies that amount to a payment due under the Finance Documents then:

(a) the Recovering Finance Party shall, within three Business Days, notify details of the receipt or recovery, to the Agent;

(b) the Agent shall determine whether the receipt or recovery is in excess of the amount the Recovering Finance Party would have been paid had the receipt or recovery been received or made by the Agent and distributed in accordance with Clause 32 (*Payment Mechanics*), without taking account of any Tax which would be imposed on the Agent in relation to the receipt, recovery or distribution; and

(c) the Recovering Finance Party shall, within three Business Days of demand by the Agent, pay to the Agent an amount (the "**Sharing Payment**") equal to such receipt or recovery less any amount which the Agent determines may be retained by the Recovering Finance Party as its share of any payment to be made, in accordance with Clause 32.6 (*Partial payments*).

31.2 Redistribution of payments

The Agent shall treat the Sharing Payment as if it had been paid by the relevant Obligor and distribute it between the Finance Parties (other than the Recovering Finance Party) (the "**Sharing Finance Parties**") in accordance with Clause 32.6 (*Partial payments*) towards the obligations of that Obligor to the Sharing Finance Parties.

31.3 **Recovering Finance Party's rights**

On a distribution by the Agent under Clause 31.2 (*Redistribution of payments*), of a payment received by a Recovering Finance Party from an Obligor, as between the relevant Obligor and the Recovering Finance Party, an amount of the Recovered Amount equal to the Sharing Payment will be treated as not having been paid by that Obligor.

31.4 **Reversal of redistribution**

If any part of the Sharing Payment received or recovered by a Recovering Finance Party becomes repayable and is repaid by that Recovering Finance Party, then:

(a) each Sharing Finance Party shall, upon request of the Agent, pay to the Agent for the account of that Recovering Finance Party an amount equal to the appropriate part of its share of the Sharing Payment (together with an amount as is necessary to reimburse that Recovering Finance Party for its proportion of any interest on the Sharing Payment which that Recovering Finance Party is required to pay) (the "**Redistributed Amount**"); and

(b) as between the relevant Obligor and each relevant Sharing Finance Party, an amount equal to the relevant Redistributed Amount will be treated as not having been paid by that Obligor.

31.5 **Exceptions**

(a) This Clause 31 shall not apply to the extent that the Recovering Finance Party would not, after making any payment pursuant to this Clause 31, have a valid and enforceable claim against the relevant Obligor.

(b) A Recovering Finance Party is not obliged to share with any other Finance Party any amount which the Recovering Finance Party has received or recovered as a result of taking legal or arbitration proceedings, if:

(i) it notified the other Finance Party of the legal or arbitration proceedings; and

(ii) the other Finance Party had an opportunity to participate in those legal or arbitration proceedings but did not do so as soon as reasonably practicable having received notice and did not take separate legal or arbitration proceedings.

32. PAYMENT MECHANICS

32.1 **Payments to the Agent**

(a) On each date on which an Obligor or a Lender is required to make a payment under a Finance Document that Obligor or Lender shall make the same available to the Agent (unless a contrary indication appears in a Finance Document or in the Funds Flow Statement) for value on the due date at the time and in such funds specified by the Agent as being customary at the time for settlement of transactions in the relevant currency in the place of payment.

(b) Payment shall be made to such account in the principal financial centre of the country of that currency (or, in relation to euro, in a principal financial centre in a Participating Member State or London, as specified by the Agent) and with such bank as the Agent, in each case, specifies.

32.2 **Distributions by the Agent**

Each payment or consideration received by the Agent under the Finance Documents for another Party shall, subject to Clause 32.3 (*Distributions to an Obligor*) and Clause 32.4 (*Clawback*), be made available by the Agent as soon as practicable after receipt to the Party entitled to receive payment or consideration in accordance with this Agreement (in the case of a Lender, for the account of its Facility Office), to such account as that Party may notify to the Agent by not less than five Business Days' notice with a bank specified by that Party in the principal financial centre of the country of that currency (or, in relation to euro, in the principal financial centre of a Participating Member State or London, as specified by that Party).

32.3 **Distributions to an Obligor**

The Agent may (with the consent of the Obligor or in accordance with Clause 33 (*Set-Off*)) apply any amount received by it for that Obligor in or towards payment (on the date and in the currency and funds of receipt) of any amount due from that Obligor under the Finance Documents or in or towards purchase of any amount of any currency to be so applied.

32.4 **Clawback**

(a) Where a sum is to be paid to the Agent under the Finance Documents for another Party, the Agent is not obliged to pay that sum to that other Party (or to enter into or perform any related exchange contract) until it has been able to establish to its satisfaction that it has actually received that sum.

(b) Unless paragraph (c) below applies, if the Agent pays an amount to another Party and it proves to be the case that the Agent had not actually received that amount, then the Party to whom that amount (or the proceeds of any related exchange contract) was paid by the Agent shall on demand refund the same to the Agent together with interest on that amount from the date of payment to the date of receipt by the Agent, calculated by the Agent to reflect its cost of funds.

(c) If the Agent has notified the Lenders that it is willing to make available amounts for the account of a Borrower before receiving funds from the Lenders then if and to the extent that the Agent does so but it proves to be the case that it does not then receive funds from a Lender in respect of a sum which it paid to a Borrower:

(i) the Agent shall notify the Parent of that Lender's identity and the Borrower to whom that sum was made available shall on demand refund it to the Agent; and

(ii) the Lender by whom those funds should have been made available or, if that Lender fails to do so, the Borrower to whom that sum was made available, shall on demand pay to the Agent the amount (as certified by the Agent) which will indemnify the Agent against any funding cost incurred by it as a result of paying out that sum before receiving those funds from that Lender.

32.5 **Impaired Agent**

(a) If, at any time, the Agent becomes an Impaired Agent, an Obligor or a Lender which is required to make a payment under the Finance Documents to the Agent in accordance with Clause 32.1 (*Payments to the Agent*) may instead either:

(i) pay that amount direct to the required recipient(s); or

(ii) if in its absolute discretion it considers that it is not reasonably practicable to pay that amount direct to the required recipient(s), pay that amount or the relevant part of that amount to an interest-bearing account held with an Acceptable Bank within the meaning of paragraph (a) of the definition of "Acceptable Bank" and in relation to which no Insolvency Event has occurred and is continuing, in the name of the Obligor or the Lender making the payment (the "**Paying Party**") and designated as a trust account for the benefit of the Party or Parties beneficially entitled to that payment under the Finance Documents (the "**Recipient Party**" or "**Recipient Parties**").

In each case such payments must be made on the due date for payment under the Finance Documents.

(b) All interest accrued on the amount standing to the credit of the trust account shall be for the benefit of the Recipient Party or the Recipient Parties pro rata to their respective entitlements.

(c) A Party which has made a payment in accordance with this Clause 32.5 shall be discharged of the relevant payment obligation under the Finance Documents and shall not take any credit risk with respect to the amounts standing to the credit of the trust account.

(d) Promptly upon the appointment of a successor Agent in accordance with Clause 29.12 (*Replacement of the Agent*), each Paying Party shall (other than to the extent that that Party has given an instruction pursuant to paragraph (e) below) give all requisite instructions to the bank with whom the trust account is held to transfer the amount (together with any accrued interest) to the successor Agent for distribution to the relevant Recipient Party or Recipient Parties in accordance with Clause 32.2 (*Distributions by the Agent*).

(e) A Paying Party shall, promptly upon request by a Recipient Party and to the extent:

(i) that it has not given an instruction pursuant to paragraph (d) above; and

(ii) that it has been provided with the necessary information by that Recipient Party,

give all requisite instructions to the bank with whom the trust account is held to transfer the relevant amount (together with any accrued interest) to that Recipient Party.

32.6 **Partial payments**

(a) If the Agent receives a payment or any consideration for application against amounts due in respect of any Finance Documents that is insufficient to discharge all the amounts then due and payable by an Obligor under those Finance Documents, the Agent shall apply that payment or such consideration towards the obligations of that Obligor under those Finance Documents in the following order:

(i) **first**, in or towards payment or application pro rata of any unpaid fees, costs and expenses of the Agent and the Security Agent under those Finance Documents;

(ii) **secondly**, in or towards payment or application pro rata of any accrued interest, fee or commission due but unpaid under those Finance Documents;

(iii) **thirdly**, in or towards payment or application pro rata of any principal due but unpaid under those Finance Documents; and

(iv) **fourthly**, in or towards payment or application pro rata of any other sum due but unpaid under the Finance Documents.

(b) The Agent shall, if so directed by the Super Majority Lenders, vary the order set out in paragraphs (a)(ii) to (a)(iv) above.

(c) Paragraphs (a) and (b) above will override any appropriation made by an Obligor.

32.7 **Set-off by Obligors**

All payments to be made by an Obligor under the Finance Documents shall be calculated and be made without (and free and clear of any deduction for) set-off or counterclaim.

32.8 **Business Days**

(a) Any payment under the Finance Documents which is due to be made on a day that is not a Business Day shall be made on the next Business Day in the same calendar month (if there is one) or the preceding Business Day (if there is not).

(b) During any extension of the due date for payment of any principal or Unpaid Sum under this Agreement interest is payable on the principal or Unpaid Sum at the rate payable on the original due date.

32.9 **Currency of account**

(a) Subject to paragraphs (b) to (e) below, the Base Currency is the currency of account and payment for any sum due from an Obligor under any Finance Document.

(b) A repayment of a Loan or Unpaid Sum or a part of a Loan or Unpaid Sum shall be made in the currency in which that Loan or Unpaid Sum is denominated, pursuant to this Agreement, on its due date.

(c) Each payment of interest shall be made in the currency in which the sum in respect of which the interest is payable was denominated, pursuant to this Agreement, when that interest accrued.

(d) Each payment in respect of costs, expenses or Taxes shall be made in the currency in which the costs, expenses or Taxes are incurred.

(e) Any amount expressed to be payable in a currency other than the Base Currency shall be paid in that other currency.

32.10 **Change of currency**

(a) Unless otherwise prohibited by law, if more than one currency or currency unit are at the same time recognised by the central bank of any country as the lawful currency of that country, then:

(i) any reference in the Finance Documents to, and any obligations arising under the Finance Documents in, the currency of that country shall be translated into, or paid in, the currency or currency unit of that country designated by the Agent (after consultation with the Parent); and

(ii) any translation from one currency or currency unit to another shall be at the official rate of exchange recognised by the central bank for the conversion of that currency or currency unit into the other, rounded up or down by the Agent (acting reasonably).

(b) If a change in any currency of a country occurs, this Agreement will, to the extent the Agent (acting reasonably and after consultation with the Parent) specifies to be necessary, be amended to comply with any generally accepted conventions and market practice in the Relevant Market and otherwise to reflect the change in currency.

32.11 **Disruption to Payment Systems etc.**

If either the Agent determines (in its discretion) that a Disruption Event has occurred or the Agent is notified by the Parent that a Disruption Event has occurred:

(a) the Agent may, and shall if requested to do so by the Parent, consult with the Parent with a view to agreeing with the Parent such changes to the operation or administration of the Facilities as the Agent may deem necessary in the circumstances;

(b) the Agent shall not be obliged to consult with the Parent in relation to any changes mentioned in paragraph (a) above if, in its opinion, it is not practicable to do so in the circumstances and, in any event, shall have no obligation to agree to such changes;

(c) the Agent may consult with the Finance Parties in relation to any changes mentioned in paragraph (a) above but shall not be obliged to do so if, in its opinion, it is not practicable to do so in the circumstances;

(d) any such changes agreed upon by the Agent and the Parent shall (whether or not it is finally determined that a Disruption Event has occurred) be binding upon the Parties as an amendment to (or, as the case may be, waiver of) the terms of the Finance Documents notwithstanding the provisions of Clause 38 (*Amendments and Waivers*);

(e) the Agent shall not be liable for any damages, costs or losses to any person, any diminution in value or any liability whatsoever (including, without limitation for negligence, gross negligence or any other category of liability whatsoever but not including any claim based on the fraud of the Agent) arising as a result of its taking, or failing to take, any actions pursuant to or in connection with this Clause 32.11; and

(f) the Agent shall notify the Finance Parties of all changes agreed pursuant to paragraph (d) above.

33. SET-OFF

At any time following the occurrence of a Declared Default but without prejudice to any rights of set-off arising as a matter of law, a Finance Party may set off any matured obligation due from an Obligor under the Finance Documents (to the extent beneficially owned by that Finance Party) against any matured obligation owed by that Finance Party to that Obligor, regardless of the place of payment, booking branch or currency of either obligation. If the obligations are in different currencies, the Finance Party may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off.

34. NOTICES

34.1 **Communications in writing**

Any communication to be made under or in connection with the Finance Documents shall be made in writing and, unless otherwise stated, may be made by electronic mail or letter.

34.2 **Addresses**

The address and email address (and the department or officer, if any, for whose attention the communication is to be made) of each Party for any communication or document to be made or delivered under or in connection with the Finance Documents is:

(a) in the case of each Original Obligor, that identified with its name below;

(b) in the case of each Lender or any Obligor, that identified with its name below or notified in writing to the Agent on or prior to the date on which it becomes a Party; and

(c) in the case of the Agent or the Security Agent, that identified with its name below,

or any substitute address, email address or department or officer as the Party may notify to the Agent (or the Agent may notify to the other Parties, if a change is made by the Agent) by not less than five Business Days' notice.

34.3 **Delivery**

(a) Any communication or document made or delivered by one person to another under or in connection with the Finance Documents will only be effective:

(i) if by way of email, when received in readable form; or

(ii) if by way of letter, when it has been left at the relevant address or five Business Days after being deposited in the post postage prepaid in an envelope addressed to it at that address,

and, if a particular department or officer is specified as part of its address details provided under Clause 34.2 (*Addresses*), if addressed to that department or officer.

(b) Any communication or document to be made or delivered to the Agent or the Security Agent will be effective only when actually received by the Agent or Security Agent and then only if it is expressly marked for the attention of the department or officer identified with the Agent's or Security Agent's signature below (or any substitute department or officer as the Agent or Security Agent shall specify, with notice to the Obligors, for this purpose).

(c) Subject to Clause 34.5 (*Communication when Agent is Impaired Agent*), all notices from or to an Obligor shall be sent through the Agent.

(d) Any communication or document made or delivered to the Parent in accordance with this Clause 34.3 will be deemed to have been made or delivered to each of the Obligors.

(e) Any communication or document which becomes effective, in accordance with paragraphs (a) to (d) above, after 5.00 p.m. in the place of receipt shall be deemed only to become effective on the following day.

34.4 **Notification of address and email address**

Promptly upon changing its own address or email address, the Agent shall notify the other Parties.

34.5 **Communication when Agent is Impaired Agent**

If the Agent is an Impaired Agent the Parties may, instead of communicating with each other through the Agent, communicate with each other directly and (while the Agent is an Impaired Agent) all the provisions of the Finance Documents which require communications to be made or notices to be given to or by the Agent shall be varied so that communications may be made and notices given to or by the relevant Parties directly. This provision shall not operate after a replacement Agent has been appointed.

34.6 **Electronic communication**

(a) Any communication to be made between any two Parties under or in connection with the Finance Documents may be made by electronic mail or other electronic means to the extent that those two Parties agree that, unless and until notified to the contrary, this is to be an accepted form of communication and if those two Parties:

(i) notify each other in writing of their electronic mail address and/or any other information required to enable the sending and receipt of information by that means; and

(ii) notify each other of any change to their address or any other such information supplied by them by not less than five Business Days' notice.

(b) Any electronic communication made between those two Parties will be effective only when actually received in readable form and in the case of any electronic communication made by a Lender to the Agent or the Security Agent only if it is addressed in such a manner as the Agent or Security Agent shall specify for this purpose.

34.7 **Use of websites**

(a) Subject to Clause 22.1 (*Financial statements*), the Parent may satisfy its obligation under this Agreement to deliver any information in relation to those Lenders (the "**Website Lenders**") who accept this method of communication by posting this information onto an electronic website designated by the Parent and the Agent (the "**Designated Website**") if:

(i) the Agent expressly agrees (after consultation with each of the Lenders) that it will accept communication of the information by this method;

(ii) both the Parent and the Agent are aware of the address of and any relevant password specifications for the Designated Website; and

(iii) the information is in a format previously agreed between the Parent and the Agent.

(b) The Agent shall supply each Website Lender with the address of and any relevant password specifications for the Designated Website following designation of that website by the Parent and the Agent.

(c) The Parent shall promptly upon becoming aware of its occurrence notify the Agent if:

(i) the Designated Website cannot be accessed due to technical failure;

(ii) the password specifications for the Designated Website change;

(iii) any new information which is required to be provided under this Agreement is posted onto the Designated Website;

(iv) any existing information which has been provided under this Agreement and posted onto the Designated Website is amended; or

(v) the Parent becomes aware that the Designated Website or any information posted onto the Designated Website is or has been infected by any electronic virus or similar software.

If the Parent notifies the Agent under paragraphs (c)(i) or (c)(v) above, all information to be provided by the Parent under this Agreement after the date of that notice shall be supplied in paper form unless and until the Agent and each Website Lender is satisfied that the circumstances giving rise to the notification are no longer continuing.

34.8 **English language**

(a) Any notice given under or in connection with any Finance Document must be in English.

(b) All other documents provided under or in connection with any Finance Document must be:

(i) in English; or

(ii) if not in English, and if so required by the Agent, accompanied by a certified English translation and, in this case, the English translation will prevail unless the document is a constitutional, statutory or other official document.

35. CALCULATIONS AND CERTIFICATES

35.1 **Accounts**

In any litigation or arbitration proceedings arising out of or in connection with a Finance Document, the entries made in the accounts maintained by a Finance Party are prima facie evidence of the matters to which they relate.

35.2 **Certificates and determinations**

Any certification or determination by a Finance Party of a rate or amount under any Finance Document is, in the absence of manifest error, conclusive evidence of the matters to which it relates.

35.3 **Day count convention**

Any interest, commission or fee accruing under a Finance Document will accrue from day to day and is calculated on the basis of the actual number of days elapsed and a year of 360 days or, in any case where the practice in the Relevant Market differs, in accordance with that market practice.

36. PARTIAL INVALIDITY

If, at any time, any provision of a Finance Document is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions nor the legality, validity or enforceability of such provision under the law of any other jurisdiction will in any way be affected or impaired.

37. REMEDIES AND WAIVERS

No failure to exercise, nor any delay in exercising, on the part of any Finance Party or Secured Party, any right or remedy under a Finance Document shall operate as a waiver of any such right or remedy or constitute an election to affirm any Finance Document. No election to affirm any Finance Document on the part of any Finance Party or Secured Party shall be effective unless it is in writing. No single or partial exercise of any right or remedy shall prevent any further or other exercise or the exercise of any other right or remedy. The rights and remedies provided in each Finance Document are cumulative and not exclusive of any rights or remedies provided by law.

38. AMENDMENTS AND WAIVERS

38.1 Intercreditor Agreement

This Clause 38 is subject to the terms of the Intercreditor Agreement.

38.2 Required consents

(a) Subject to Clause 38.3 (*Super Majority Lender matters and all Lender matters*) and Clause 38.4 (*Structural Adjustment*) any term of the Finance Documents shall not be amended or waived except with the consent of the Majority Lenders and the Parent and any such amendment or waiver will be binding on all Parties.

(b) The Agent may effect, on behalf of any Finance Party, any amendment or waiver permitted by this Clause 38.

(c) Without prejudice to the generality of paragraphs (c) to (e) of Clause 29.6 (*Rights and discretions*), subject to prior consultation with the Parent where practical to do so, the Agent may engage, pay for and rely on the services of lawyers in determining the consent level required for and effecting any amendment, waiver or consent under this Agreement.

(d) Each Obligor agrees to any such amendment or waiver permitted by this Clause 38 which is agreed to by the Parent. This includes any amendment or waiver which would, but for this paragraph (d), require the consent of all of the Guarantors.

38.3 Super Majority Lender matters and all Lender matters

(a) Subject to Clause 38.4 (*Structural Adjustment*), an amendment or waiver that has the effect of changing or which relates to:

(i) the definition of "Majority Lenders" or "Super Majority Lenders";

(ii) an extension to or waiver of the date of payment of any amount under the Finance Documents, other than:

(A) as a result of a Structural Adjustment;

(B) solely as a result of the implementation of an Accordion Facility under and in accordance with Clause 2.2 (*Accordion Facility*);

(C) in relation to Clause 8.1 (*Illegality*) in which case only the consent of the relevant Lender to which a payment of any amount under Clause 8.1 (*Illegality*) is due to be made is required; and

(D) in relation to Clause 9.2 (*Disposal and Insurance Proceeds*);

(iii) a reduction in the amount of any payment of principal or interest, or, other than as a result of a Structural Adjustment or in relation to an Accordion Facility pursuant to Clause 2.2 (*Accordion Facility*), a reduction in the Margin, the fees or commission payable or a change in the payment currency of any amount payable under this Agreement;

(iv) an increase in or an extension of any Commitment or the Total Commitments (other than pursuant to Clause 2.2 (*Accordion Facility*) or Clause 2.3 (*Increase*) or as a result of a Structural Adjustment), an extension to the Availability Period or any change to Clause 8.2 (*Voluntary cancellation*) (other than as a result of a Structural Adjustment);

(v) any provision which expressly requires the consent of all the Lenders;

(vi) Clause 2.4 (*Finance Parties' rights and obligations*), this Clause 38, Clause 43 (*Governing Law*) or Clause 44 (*Enforcement*);

(vii) Clause 26 (*Changes to the Lenders*), Clause 31 (S*haring among the Finance Parties*) or Clause 32.6 (*Partial payments*) (in each case other than as a result of a Structural Adjustment or in relation to an Accordion Facility pursuant to Clause 2.2 (*Accordion Facility*) and save to the extent assignments or transfers are made easier by such amendment);

(viii) any amendment to the order of priority or subordination under the Intercreditor Agreement or any change to the manner in which the proceeds of enforcement of the Transaction Security or guarantee amounts are distributed (other than as a consequence of a Structural Adjustment or in relation to an Accordion Facility pursuant to Clause 2.2 (*Accordion Facility*) or as contemplated by paragraph (ix) below);

(ix) a release of security or guarantees (other than any automatic release of security or guarantees required to permit a Permitted Disposals or a Permitted Merger);

(x) a change to the Borrowers or Guarantors other than in accordance with Clause 28 (*Changes to the Obligors*); or

(xi) the introduction of an additional loan, tranche, commitment or facility into this Agreement ranking senior to the Facilities,

shall not be made without the prior consent of all the Lenders and the Parent.

(b) Subject to Clause 38.4 (*Structural Adjustment*), an amendment or waiver that has the effect of changing or which relates to the nature or the scope of the Transaction Security or guarantees (unless permitted under this Agreement), shall not be made without the prior consent of the Super Majority Lenders and the Parent.

(c) An amendment or waiver which relates to the rights or obligations of the Agent or the Security Agent (each in their capacity as such) may not be effected without the consent of the Agent or the Security Agent, as the case may be, and the Parent.

(d) Notwithstanding anything to the contrary in paragraph (a) of Clause 39.2 (*Disclosure of Confidential Information*) and Clause 39.3, during the period beginning on the Closing Date and ending on the date falling six months after the Closing Date, the yield on any MFN Accordion Facility or MFN Incremental Equivalent Debt established during this period (calculated as described in paragraph (c) of Clause 2.2 (*Accordion Facility*) or the definition of "Incremental Equivalent Debt" as the case may be) will not be increased by way of an amendment or waiver such that it is more than [***]% per annum (calculated on a fully drawn basis) above the yield applicable to Facility B on the Closing Date unless:

(i) the Parent offers to increase the Margin on Facility B (and, should the relevant Lenders accept such offer, the Margin on Facility B shall increase with effect from the date upon which the yield on that MFN Accordion Facility or MFN Incremental Equivalent Debt is increased by way of such amendment or waiver) so that the yield on such MFN Accordion Facility or MFN Incremental Equivalent Debt would not exceed the yield applicable to Facility B as at the Closing Date (assuming such increase was made on the Closing Date) by more than [***]% per annum; and yield shall be calculated on the same basis as set out in paragraph (c)(i) of Clause 2.2 (*Accordion Facility*) or the definition of Incremental Equivalent Debt (as the case may be); or

(ii) the prior consent of the Facility B Lenders is obtained.

(e) Any manifest error in the Finance Documents which is of a typographical, defective, ambiguous or inconsistent nature may be amended by agreement between the Agent and the Parent and any such amendment will be binding on all Parties.

38.4 **Structural Adjustment**

(a) In this Agreement:

(i) "**Structural Adjustment**" means, otherwise than as contemplated under Clauses 2.2 (*Accordion Facility*) and 2.3 (*Increase*):

(A) the introduction of any additional tranche or facility under the Finance Documents ranking pari passu with or subordinated to the Facilities;

(B) a change in currency of payment of any amount under the Finance Documents;

(C) any increase in or addition of any Commitment, any extension of a Commitment's availability, the redenomination of a Commitment into another currency, the re-tranching of any Commitment and any extension of the date for, or maturity of, or redenomination of, or a re-tranching or reduction of, any amount owing under the Finance Documents;

(D) a reduction in the Margin or a reduction in the amount of fees or commission payable (other than as provided for by application of the Margin ratchet); and

(E) changes to any Finance Documents (including changes to, the taking of, or the release coupled with the immediate retaking of Transaction Security) that are consequential on or required by reason of applicable law to implement effectively or reflect any of the foregoing.

(b) A Structural Adjustment shall not be permitted except with the consent of:

(i) each Lender that is participating in that additional tranche or facility or increasing, extending or redenominating its Commitments or, as applicable, extending or redenominating or reducing any amount due to it or, as applicable, affected by such reduction (each an "**Affected Lender**"); and

(ii) the Majority Lenders (for which purpose the existing Commitments of each such Lender will be taken into account).

38.5 **Replacement of Screen Rate**

If the Parent or the Agent (acting on the instructions of the Majority Lenders) requests any amendment, replacement or waiver to provide for an additional or alternative benchmark rate, base rate or reference rate to apply in respect of the Facilities (including any amendment, replacement or waiver to the definition of EURIBOR or Screen Rate (including an alternative or additional page, service or method for the determination thereof) or which relates to aligning any provision of a Finance Document to the use of that other benchmark rate, base rate or reference rate, including making appropriate adjustments to this Agreement for basis, duration, time and periodicity for determination of that other benchmark rate, base rate or reference rate for any Interest Period and making other consequential and/or incidental changes), then the relevant Screen Rate, benchmark rate, base rate or reference rate (as applicable) shall be an alternate rate of interest proposed by the Parent or the Agent (acting on the instructions of the Majority Lenders), as applicable, that in each case is agreed to by the Parent and that is commercially practicable for the Agent to administer (as reasonably determined by the Agent):

(a) that the Agent determines (acting reasonably) is generally accepted as the then-prevailing market convention for determining a rate of interest for syndicated loans of the type provided under this Agreement in the European or London market in the relevant currency; or

(b) to which the Majority Lenders (acting reasonably) and the Parent have given their consent, provided that the provisions of Clause 38.6 (*Non responding Lender*) shall apply to any request for such consent as if the reference to "10 Business Days" in that Clause were to "five Business Days",

any such rate, a "**Successor Rate**", and the Agent and the Parent shall enter into any amendment to this Agreement to implement such Successor Rate and implement other related changes to this Agreement (including, without limitation, any Screen Rate Successor Conforming Changes) as may be required, appropriate, necessary or desirable in connection with and/or to facilitate the implementation and use of such Successor Rate as a replacement for the relevant Screen Rate, which amendments shall, notwithstanding anything in this Clause 38, be effective without any further action or consent of any other Party and shall be binding on all Parties, provided that:

(i) any alternative interest rate agreed to pursuant to paragraph (a) or paragraph (b) above shall be automatically binding on a Defaulting Lender; and

(ii) in no circumstance will the operation of this Clause 38 result in any removal of or amendment to any floor applicable to any applicable benchmark rate, base rate or reference rate in respect of the Facilities.

38.6 **Non-responding Lender**

(a) If any Lender fails to accept or refuse a request for a consent, waiver, amendment of or in relation to any of the terms of any Finance Document or other vote of Lenders under the terms of this Agreement within 10 Business Days (unless the Parent and the Agent agree to a longer time period in relation to any request) of that request being received by the Agent and notified to the Lenders, its Commitments shall not be included for the purpose of calculating the Total Commitments under the relevant Facility/ies when ascertaining whether any relevant percentage (including, for the avoidance of doubt, unanimity) of Total Commitments has been obtained to approve that request.

(b) Paragraph (a) above shall not apply to any BXC Lender (including without limitation the Original Lenders) unless, in aggregate, the BXC Lenders hold less than [***]% of the aggregate of the Total Facility B Commitments and the Total Accordion Facility Commitments.

38.7 **Replacement of Lender**

(a) If at any time:

(i) any Lender becomes a Non-Consenting Lender (as defined in paragraph (d) below); or

(ii) an Obligor becomes obliged to repay any amount in accordance with Clause 8.1 (*Illegality*) or to pay additional amounts pursuant to Clause 16.1 (*Increased costs*) or Clause 15.2 (*Tax gross-up*), Clause 13.3 (*Market disruption*) or Clause 15.3 (*Tax indemnity*),

then the Parent may, on not less than five Business Days' prior written notice to the Agent and that Lender, replace that Lender by requiring that Lender to (and, to the extent permitted by law, that Lender shall) transfer pursuant to Clause 26 (*Changes to the Lenders*) all (and not part only) of its rights and obligations under this Agreement to a Lender or other bank, financial institution, trust, fund or other entity (a "**Replacement Lender**") selected by the Parent and which confirms its willingness to assume and does assume all the obligations of the transferring Lender, in either case, for a purchase price in cash payable at the time of transfer equal to the outstanding principal amount of such Lender's participation in the outstanding Loans and all accrued interest (to the extent that the Agent has not given a notification under Clause 26.10 (*Pro rata interest settlement*)), Break Costs and other amounts payable in relation thereto under the Finance Documents.

(b) The replacement of a Lender pursuant to this Clause 38.7 shall be subject to the following conditions:

(i) the Parent shall have no right to replace the Agent or Security Agent;

(ii) neither the Agent nor the Lender shall have any obligation to the Parent to find a Replacement Lender;

(iii) in the event of a replacement of a Non-Consenting Lender such replacement must take place no later than 50 days after the earlier of:

(A) the date the Non-Consenting Lender notifies the Parent and the Agent of its failure or refusal to agree to any consent, waiver or amendment to the Finance Documents requested by the Parent;

(B) the first date in respect of which Clause 38.6 (*Non-responding Lender*) applies to the relevant consent, waiver or amendment; and

(iv) in no event shall the Lender replaced under this paragraph (b)(iv) be required to pay or surrender to such Replacement Lender any of the fees received by such Lender pursuant to the Finance Documents; and

(v) the Lender shall only be obliged to transfer its rights and obligations pursuant to paragraph (a) above once it is satisfied (acting reasonably) that it has complied with all necessary "know your customer" or other similar checks under all applicable laws and regulations in relation to that transfer.

(c) A Lender shall perform the checks described in paragraph (b)(v) above as soon as reasonably practicable following delivery of a notice referred to in paragraph (a) above and shall notify the Agent and the Parent when it is satisfied that it has complied with those checks.

(d) In the event that:

(i) the Parent or the Agent (at the request of the Parent) has requested the Lenders to consent in relation to, or to agree to a consent, waiver or amendment of any provisions of the Finance Documents; and

(ii) Lenders whose commitments aggregate more than 66⅔% of the Total Commitments (of, if the Total Commitments have been reduced to zero, aggregated more than 66⅔% of the Total Commitments prior to that reduction) have consented or agreed to such consent, waiver or amendment,

then any Lender who does not and continues not to agree to such waiver or amendment shall be deemed a "**Non-Consenting Lender**".

(e) Paragraph (a)(i) above shall not apply in respect of any BXC Lender (including without limitation the Original Lenders) unless, in aggregate, the BXC Lenders hold less than 66⅔% of the aggregate of the Total Facility B Commitments and the Total Accordion Facility Commitments.

38.8 **Disenfranchisement of Defaulting Lenders**

(a) For so long as a Defaulting Lender has any Available Commitment, in ascertaining the Majority Lenders, the Super Majority Lenders or whether any given percentage (including, for the avoidance of doubt, unanimity) of the Total Commitments has been obtained to approve any request for a consent, waiver, amendment or other vote under the Finance Documents, that Defaulting Lender's Commitments will be reduced by the amount of its Available Commitments under the relevant Facility/ies and, to the extent that that reduction results in that Defaulting Lender's Total Commitments being zero, that Defaulting Lender shall be deemed not to be a Lender for the purposes of paragraphs (d)(i) and (d)(ii) of Clause 38.7.

(b) For the purposes of this Clause 38.8, the Agent may assume that the following Lenders are Defaulting Lenders:

(i) any Lender which has notified the Agent that it has become a Defaulting Lender; or

(ii) any Lender in relation to which it is aware that any of the events or circumstances referred to in paragraph (a), (b) or (c) of the definition of "Defaulting Lender" has occurred,

unless it has received notice to the contrary from the Lender concerned (together with any supporting evidence reasonably requested by the Agent) or the Agent is otherwise aware that the Lender has ceased to be a Defaulting Lender.

38.9 **Replacement of a Defaulting Lender**

(a) The Parent may, at any time a Lender has become and continues to be a Defaulting Lender, by giving five Business Days' prior written notice to the Agent and such Lender replace such Lender by requiring such Lender to (and, to the extent permitted by law, such Lender shall) transfer pursuant to Clause 26 (*Changes to the Lenders*) all (and not part only) of its rights and obligations under this Agreement, to a Lender or other bank, financial institution, trust, fund or other entity (a "**Replacement Lender**") selected by the Parent, and which (unless the Agent is an Impaired Agent) is acceptable to the Agent (acting reasonably) and which confirms its willingness to assume and does assume all the obligations or all the relevant obligations of the transferring Lender (including the assumption of the transferring Lender's participations or unfunded participations (as the case may be) on the same basis as the transferring Lender) for a purchase price in cash payable at the time of transfer equal to the outstanding principal amount of such Lender's participation in the outstanding Loans and all accrued interest (to the extent that the Agent has not given a notification under Clause 26.10 (*Pro rata interest settlement*)), Break Costs and other amounts payable in relation thereto under the Finance Documents.

(b) Any transfer of rights and obligations of a Defaulting Lender pursuant to this paragraph (b) shall be subject to the following conditions:

(i) the Parent shall have no right to replace the Agent or Security Agent;

(ii) neither the Agent nor the Defaulting Lender shall have any obligation to the Parent to find a Replacement Lender;

(iii) the transfer must take place no later than 30 Business Days after the notice referred to in paragraph (a) above;

(iv) in no event shall the Defaulting Lender be required to pay or surrender to the Replacement Lender any of the fees received by the Defaulting Lender pursuant to the Finance Documents; and

(v) the Defaulting Lender shall only be obliged to transfer its rights and obligations pursuant to paragraph (a) above once it is satisfied that it has complied with all necessary "know your customer" or other similar checks under all applicable laws and regulations in relation to that transfer to the Replacement Lender.

(c) The Defaulting Lender shall perform the checks described in paragraph (b)(v) above as soon as reasonably practicable following delivery of a notice referred to in paragraph (a) above and shall notify the Agent and the Parent when it is satisfied that it has complied with those checks.

39. CONFIDENTIALITY

39.1 Confidential Information

Each Finance Party agrees to keep all Confidential Information confidential and not to disclose it to anyone, save to the extent permitted by Clause 39.2 (*Disclosure of Confidential Information*) and Clause 39.3 (*Disclosure to numbering service providers*), and to ensure that all Confidential Information is protected with security measures and a degree of care that would apply to its own confidential information.

39.2 Disclosure of Confidential Information

Any Finance Party may disclose:

(a) to any of its Affiliates and Related Funds and any of its or their officers, directors, employees, investment committee members, professional advisers, auditors, partners and Representatives such Confidential Information as that Finance Party shall consider appropriate if any person to whom the Confidential Information is to be given pursuant to this paragraph (a) is informed in writing of its confidential nature and that some or all of such Confidential Information may be price-sensitive information except that there shall be no such requirement to so inform if the recipient is subject to professional obligations to maintain the confidentiality of the information or is otherwise bound by requirements of confidentiality in relation to the Confidential Information;

(b) to any person:

(i) to (or through) whom it assigns or transfers (or may potentially assign or transfer) all or any of its rights and/or obligations under one or more Finance Documents or which succeeds (or which may potentially succeed) it as Agent or Security Agent and, in each case, to any of that person's Affiliates, Related Funds, officers, directors, employees, Representatives and professional advisers;

(ii) with (or through) whom it enters into (or may potentially enter into), whether directly or indirectly, any sub-participation in relation to, or any other transaction under which payments are to be made or may be made by reference to, one or more Finance Documents and/or one or more Obligors and to any of that person's Affiliates, Related Funds, officers, directors, employees, Representatives and professional advisers;

(iii) appointed by any Finance Party or by a person to whom paragraph (b)(i) or (b)(ii) above applies to receive communications, notices, information or documents delivered pursuant to the Finance Documents on its behalf (including, without limitation, any person appointed under paragraph (c) of Clause 29.14 (*Relationship with the Lenders*));

(iv) (with respect to disclosures by BXC) being actual or prospective investors in the BXC funds, to BXC funding sources (including, for the avoidance of doubt, any funding sources of (A) BXC, (B) a BXC fund or (C) any Affiliate of BXC) and to BXC co-invest vehicles (to the extent such vehicles are controlled by BXC), provided that the Parent acknowledges and agrees that, at the instructions of BXC, the Agent may disclose such confidential information directly to the Persons described/specified in this paragraph (b)(iv);

(v) who invests in or otherwise finances (or may potentially invest in or otherwise finance), directly or indirectly, any transaction referred to in paragraph (b)(i) or (b)(ii) above;

(vi) to whom information is required or requested to be disclosed by any court of competent jurisdiction or any governmental, banking, taxation or other regulatory authority or similar body, the rules of any relevant stock exchange or pursuant to any applicable law or regulation;

(vii) to whom or for whose benefit that Finance Party charges, assigns or otherwise creates Security (or may do so) pursuant to Clause 26.9 (*Security over Lenders' rights*);

(viii) to whom information is required to be disclosed in connection with, and for the purposes of, any litigation, arbitration, administrative or other investigations, proceedings or disputes;

(ix) who is a Party; or

(x) with the consent of the Parent,

in each case, such Confidential Information as that Finance Party shall consider appropriate if:

(A) in relation to paragraphs (b)(i), (b)(ii) and (iii) above, the person to whom the Confidential Information is to be given has entered into a Confidentiality Undertaking except that there shall be no requirement for a Confidentiality Undertaking if the recipient is a professional adviser and is subject to professional obligations to maintain the confidentiality of the Confidential Information;

(B) in relation to paragraph (b)(iv) above, the person to whom the Confidential Information is to be given has been made aware of the confidential nature of the information and agrees to keep that information confidential or is otherwise bound by confidentiality requirements owing to BXC (whether generally or specifically) in respect of the information provided and (in each case) is informed that some or all of such Confidential Information may be price-sensitive information except that there shall be no requirement to so inform if, in the opinion of BXC, it is not practicable so to do in the circumstances;

(C) in relation to paragraph (b)(v) above, the person to whom the Confidential Information is to be given has entered into a Confidentiality Undertaking or is otherwise bound by confidentiality requirements in relation to the Confidential Information they receive and is informed that some or all of such Confidential Information may be price-sensitive information; and

(D) in relation to paragraphs (b)(vii) and (b)(viii) above, the person to whom the Confidential Information is to be given is informed of its confidential nature and that some or all of such Confidential Information may be price-sensitive information except that there shall be no requirement to so inform if, in the opinion of that Finance Party, it is not practicable so to do in the circumstances;

(c) to any person appointed by that Finance Party or by a person to whom paragraph (b)(i) or (b)(ii) above applies to provide administration or settlement services in respect of one or more of the Finance Documents including without limitation, in relation to the trading of participations in respect of the Finance Documents, such Confidential Information as may be required to be disclosed to enable such service provider to provide any of the services referred to in this paragraph (c) if the service provider to whom the Confidential Information is to be given has entered into a confidentiality agreement substantially in the form of the LMA Master Confidentiality Undertaking for Use With Administration/Settlement Service Providers or such other form of confidentiality undertaking agreed between the Parent and the relevant Finance Party; and

(d) to any rating agency (including its professional advisers) such Confidential Information as may be required to be disclosed to enable such rating agency to carry out its normal rating activities in relation to the Finance Documents and/or the Obligors if the rating agency to whom the Confidential Information is to be given is informed of its confidential nature and that some or all of such Confidential Information may be price-sensitive information.

(e) Notwithstanding the foregoing, following the Closing Date, BXC and the Original Lenders may publicise its and their roles as Lenders (and as Affiliates of Lenders) to the Group, including the identity of the Group, and the sizes of the Facilities and of BXC's investments, on BXC's internet site or in marketing materials, press releases, published "tombstone" announcements or any other print or electronic medium and display of the Group's logo(s), names, product photos or trademarks, in connection with any such references (provided that any press releases or public announcements are only made after consultation with the Parent).

39.3 **Disclosure to numbering service providers**

(a) Any Finance Party may disclose to any national or international numbering service provider appointed by that Finance Party to provide identification numbering services in respect of this Agreement, the Facilities and/or one or more Obligors the following information:

(i) names of Obligors;

(ii) country of domicile of Obligors;

(iii) place of incorporation of Obligors;

(iv) date of this Agreement;

(v) Clause 43 (*Governing Law*);

(vi) the names of the Agent;

(vii) date of each amendment and restatement of this Agreement;

(viii) amounts of, and names of, the Facilities (and any tranches);

(ix) amount of Total Commitments;

(x) currencies of the Facilities;

(xi) type of Facilities;

(xii) ranking of Facilities;

(xiii) Termination Date for Facilities;

(xiv) changes to any of the information previously supplied pursuant to paragraphs (i) to (xi) above; and

(xv) such other information agreed between such Finance Party and the Parent,

to enable such numbering service provider to provide its usual syndicated loan numbering identification services.

(b) The Parties acknowledge and agree that each identification number assigned to this Agreement, the Facilities and/or one or more Obligors by a numbering service provider and the information associated with each such number may be disclosed to users of its services in accordance with the standard terms and conditions of that numbering service provider.

(c) The Agent shall notify the Parent and the other Finance Parties of:

(i) the name of any numbering service provider appointed by the Agent in respect of this Agreement, the Facilities and/or one or more Obligors; and

(ii) the number or, as the case may be, numbers assigned to this Agreement, the Facilities and/or one or more Obligors by such numbering service provider.

39.4 **Entire agreement**

This Clause 39 constitutes the entire agreement between the Parties in relation to the obligations of the Finance Parties under the Finance Documents regarding Confidential Information and supersedes any previous agreement, whether express or implied, regarding Confidential Information.

39.5 **Inside information**

Each of the Finance Parties acknowledges that some or all of the Confidential Information is or may be price-sensitive information and that the use of such information may be regulated or prohibited by applicable legislation including securities law relating to insider dealing and market abuse and each of the Finance Parties undertakes not to use any Confidential Information for any unlawful purpose.

39.6 **Notification of disclosure**

Each of the Finance Parties agrees (to the extent permitted by law and regulation) to inform the Parent:

(a) of the circumstances of any disclosure of Confidential Information made pursuant to paragraph (b)(i) Clause 39.2 (*Disclosure of Confidential Information*) except where such disclosure is made to any of the persons referred to in that Clause during the ordinary course of its supervisory or regulatory function; and

(b) upon becoming aware that Confidential Information has been disclosed in breach of this Clause 39.

39.7 **Continuing obligations**

The obligations in this Clause 39 are continuing and, in particular, shall survive and remain binding on each Finance Party for a period of 12 months from the earlier of:

(a) the date on which all amounts payable by the Obligors under or in connection with the Finance Documents have been paid in full and all Commitments have been cancelled or otherwise cease to be available; and

(b) the date on which such Finance Party otherwise ceases to be a Finance Party.

40. CONFIDENTIALITY OF FUNDING RATES AND REFERENCE BANK QUOTATIONS

40.1 **Confidentiality and disclosure**

(a) The Agent and each Obligor agree to keep each Funding Rate (and, in the case of the Agent, each Reference Bank Quotation) confidential and not to disclose it to anyone, save to the extent permitted by paragraphs (b), (c) and (d) below.

(b) The Agent may disclose:

(i) any Funding Rate (but not, for the avoidance of doubt, any Reference Bank Quotation) to the relevant Borrower pursuant to Clause 11.4 (*Notification of rates of interest*); and

(ii) any Funding Rate or any Reference Bank Quotation to any person appointed by it to provide administration services in respect of one or more of the Finance Documents to the extent necessary to enable such service provider to provide those services if the service provider to whom that information is to be given has entered into a confidentiality agreement substantially in the form of the LMA Master Confidentiality Undertaking for Use With Administration/Settlement Service Providers or such other form of confidentiality undertaking agreed between the Agent and the relevant Lender or Base Reference Bank, as the case may be.

(c) The Agent may disclose any Funding Rate or any Reference Bank Quotation, and each Obligor may disclose any Funding Rate, to:

(i) any of its officers, directors, employees, legal advisers and auditors if any person to whom that Funding Rate or Reference Bank Quotation is to be given pursuant to this paragraph (i) is informed in writing of its confidential nature and that it may be price-sensitive information except that there shall be no such requirement to so inform if the recipient is subject to professional obligations to maintain the confidentiality of that Funding Rate or Reference Bank Quotation or is otherwise bound by requirements of confidentiality in relation to it;

(ii) any person to whom information is required or requested to be disclosed by any court of competent jurisdiction or any governmental, banking, taxation or other regulatory authority or similar body, the rules of any relevant stock exchange or pursuant to any applicable law or regulation if the person to whom that Funding Rate or Reference Bank Quotation is to be given is informed in writing of its confidential nature and that it may be price-sensitive information except that there shall be no requirement to so inform if, in the opinion of the Agent or the relevant Obligor, as the case may be, it is not practicable to do so in the circumstances;

(iii) any person to whom information is required to be disclosed in connection with, and for the purposes of, any litigation, arbitration, administrative or other investigations, proceedings or disputes if the person to whom that Funding Rate or Reference Bank Quotation is to be given is informed in writing of its confidential nature and that it may be price-sensitive information except that there shall be no requirement to so inform if, in the opinion of the Agent or the relevant Obligor, as the case may be, it is not practicable to do so in the circumstances; and

(iv) any person with the consent of the relevant Lender or Base Reference Bank, as the case may be.

(d) The Agent's obligations in this Clause 40 relating to Reference Bank Quotations are without prejudice to its obligations to make notifications under Clause 11.4 (*Notification of rates of interest*) provided that (other than pursuant to paragraph (b)(i) above) the Agent shall not include the details of any individual Reference Bank Quotation as part of any such notification.

40.2 **Related obligations**

(a) The Agent and each Obligor acknowledge that each Funding Rate (and, in the case of the Agent, each Reference Bank Quotation) is or may be price-sensitive information and that its use may be regulated or prohibited by applicable legislation including securities law relating to insider dealing and market abuse and the Agent and each Obligor undertake not to use any Funding Rate or, in the case of the Agent, any Reference Bank Quotation for any unlawful purpose.

(b) The Agent and each Obligor agree (to the extent permitted by law and regulation) to inform the relevant Lender or Base Reference Bank, as the case may be:

(i) of the circumstances of any disclosure made pursuant to paragraph (c)(i) of Clause 40.1 above except where such disclosure is made to any of the persons referred to in that paragraph during the ordinary course of its supervisory or regulatory function; and

(ii) upon becoming aware that any information has been disclosed in breach of this Clause 40.

40.3 **No Event of Default**

No Event of Default will occur under Clause 25.3 (*Other obligations*) by reason only of an Obligor's failure to comply with this Clause 40.

41. DISCLOSURE OF LENDER DETAILS BY AGENT

41.1 **Supply of Lender details to the Parent**

The Agent shall provide to the Parent, within three Business Days of a request by the Parent (but no more frequently than once per calendar month), a list (which may be in electronic form) setting out the names of the Lenders as at that Business Day, their respective Commitments, the address and email (and the department or officer, if any, for whose attention any communication is to be made) of each Lender for any communication to be made or document to be delivered under or in connection with the Finance Documents, the electronic mail address and/or any other information required to enable the transmission of information by electronic mail or other electronic means to and by each Lender to whom any communication under or in connection with the Finance Documents may be made by that means.

41.2 **Supply of Lender details at the Parent's direction**

(a) The Agent shall, at the request of the Parent, disclose the identity of the Lenders and the details of the Lenders' Commitments to any:

(i) other Party or any other person if that disclosure is made to facilitate, in each case, a refinancing of the Financial Indebtedness arising under the Finance Documents or a material waiver or amendment of any term of any Finance Document; and

(ii) member of the Group.

(b) Subject to paragraph (c) below, the Parent shall use reasonable endeavours to procure that the recipient of information disclosed pursuant to paragraph (a) above shall keep such information confidential and shall not disclose it to anyone and shall ensure that all such information is protected with security measures and a degree of care that would apply to the recipient's own confidential information.

(c) The recipient may disclose such information:

(i) to any of its Affiliates and Related Funds and any of its or their officers, directors, employees, professional advisers, auditors and partners as it shall consider appropriate;

(ii) to any person to whom information is required or requested to be disclosed by any court of competent jurisdiction or any governmental, banking, taxation or other regulatory authority or similar body, the rules of any relevant stock exchange or pursuant to any applicable law or regulation; and

(iii) to any person to whom information is required to be disclosed in connection with, and for the purposes of, any litigation, arbitration, administrative or other investigations, proceedings or disputes,

provided that, any such person is informed in writing of the confidential nature of such information, except that there shall be no such requirement to so inform if that person is subject to professional obligations to maintain the confidentiality of the information or is otherwise bound by duties of confidentiality in relation to the information or, in the case of paragraph (c)(iii) only, if it is not practicable so to do in the circumstances.

42. COUNTERPARTS

Each Finance Document may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of the Finance Document.

43. GOVERNING LAW

This Agreement and any non-contractual obligations arising out of or in connection with it are governed by English law.

44. ENFORCEMENT

44.1 **Jurisdiction of English courts**

(a) The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Agreement (including a dispute relating to the existence, validity or termination of this Agreement or the consequences of its nullity) or any non-contractual obligations arising out of or in connection with this Agreement (a "**Dispute**").

(b) The Parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no Party will argue to the contrary.

44.2 **Service of process**

(a) Without prejudice to any other mode of service allowed under any relevant law, each Obligor and the Parent (other than an Obligor incorporated in England and Wales):

(i) has irrevocably appointed Law Debenture as its agent for service of process in relation to any proceedings before the English courts in connection with any Finance Document and Law Debenture Corporate Services Limited has accepted such appointment; and

(ii) agrees that failure by an agent for service of process to notify the relevant Obligor of the process will not invalidate the proceedings concerned.

(b) If any person appointed as an agent for service of process is unable for any reason to act as agent for service of process, the Parent (on behalf of all the Obligors and the Parent) must immediately (and in any event within five days of such event taking place) appoint another agent on terms acceptable to the Agent. Failing this, the Agent may appoint another agent for this purpose.

THIS AGREEMENT has been entered into on the date stated at the beginning of this Agreement.

SCHEDULE 1

THE ORIGINAL PARTIES

Part 1
The Original Obligors

Name of Original Borrower	**Jurisdiction of Incorporation**	**Registration number (or equivalent, if any) Jurisdiction of Incorporation**
NeoGames Connect S.à r.l.	Luxembourg	B262811

Name of Original Guarantor	**Jurisdiction of Incorporation**	**Registration number (or equivalent, if any)**
NeoGames S.A.	Luxembourg	B186309
NeoGames Connect S.à r.l.	Luxembourg	B262811
NeoGames Connect Limited	Malta	C101275

Part 2
The Original Lenders

Name of Original Lender	Facility B1 Commitment (EUR)	Facility B2 Commitment (EUR)
[***]	[***]	[***]
[***]	[***]	[***]
[***]	[***]	[***]
[***]	[***]	[***]
[***]	[***]	[***]
Total	**EUR 187,700,000**	**EUR 13,100,000**

SCHEDULE 2

CONDITIONS PRECEDENT

Part 1
Conditions Precedent to Initial Utilisation

1. CORPORATE DOCUMENTS FOR THE PARENT, THE ORIGINAL BORROWER AND BIDCO

(a) A copy of customary constitutional documents in respect of the Parent, the Original Borrower and Bidco.

(b) A copy of all necessary corporate approvals in respect of the Parent, the Original Borrower and Bidco.

(c) A copy of specimen signatures of the authorised signatories of the Parent, the Original Borrower and Bidco (to the extent such person will execute a Finance Document).

(d) A copy of a formalities certificate of each of Bidco, the Parent and the Original Borrower:

(i) confirming that each copy document relating to it specified in paragraphs (a) and (b) above is correct, complete and, to the extent executed, in full force and effect and has not been amended or superseded prior to the date of this Agreement;

(ii) certifying that borrowing or guaranteeing or securing (as appropriate) the Total Commitments would not cause any borrowing, guarantee, security or similar limit binding on it under its constitutional documents to be exceeded;

(iii) with respect to the Parent and the Original Borrower, attaching an electronic copy of an excerpt (*extrait*) and a negative certificate (*certificat négatif*) from the Luxembourg companies register (*R.C.S. Luxembourg*) in respect of it dated no earlier than one Business Day prior to the date of this Agreement; and

(iv) with respect to the Parent and the Original Borrower, certifying that it is not (i) subject to bankruptcy (*faillite*), controlled management (*gestion contrôlée*), suspension of payments (*sursis de paiement*), arrangement with creditors (*concordat préventif de la faillite*) or voluntary or judicial liquidation (*liquidation volontaire ou judiciaire*) proceedings and no court decision in Luxembourg or no petition for the opening of such proceedings has been presented or filed by the Company and, to the best of its knowledge, neither by another person or (ii) in a situation of cessation of payments (*cessation de paiements*) without access to credit (*credit ébranlé*) within the meaning of article 437 of the Luxembourg Commercial Code.

2. FINANCE DOCUMENTS

(a) A copy of the Intercreditor Agreement executed by the Parent, the Original Borrower and Bidco.

(b) A copy of each of the following Transaction Security Documents executed by, as applicable, the Parent, the Original Borrower and/or Bidco:

(i) a Luxembourg law pledge by the Parent of 100% of the shares issued by the Original Borrower;

(ii) a Luxembourg law pledge over any Luxembourg bank account of the Parent (if any);

(iii) a Luxembourg law pledge over any Luxembourg bank accounts of the Original Borrower (if any);

(iv) an English law security assignment agreement in respect of receivables (if any) arising from any intra-group loans granted to any member of the Group by the Parent, the Borrower or Bidco which, individually or in aggregate as between such member of the Group and the Parent, the Original Borrower or Bidco (as applicable), exceed EUR 5,000,000 per intra-group lender;

(v) a Maltese law pledge by the Original Borrower of 100% of the shares (or equivalent ownership interests) issued by Bidco; and

(vi) a Swedish law pledge by the Parent, the Original Borrower and Bidco over certain securities accounts (Sw. *depåkonton*) held with Mangold Fondkomission AB (the "**Swedish Pledge Agreement**").

3. REPORTS

A copy of each of the following reports (the "**Reports**") on a non-reliance basis and subject to the Finance Parties having signed all applicable confidentiality/release letters in relation thereto and the relevant Report provider having approved the release of such Report to the Finance Parties:

(a) the Structure Memorandum;

(b) the Red Flag Tax Due Diligence Report prepared by [***] dated [***];

(c) the Red Flags Financial Due Diligence report prepared by [***] dated [***]; and

(d) the Legal "Red Flags" Due Diligence Report prepared by [***] dated [***],

provided that this condition will be satisfied if the Reports are not different in respects which are materially adverse to the interests of the Finance Parties compared to the preliminary or draft Reports received by the Original Lenders prior to the date of this Agreement or those differences have been approved by the Original Lenders (acting reasonably).

4. FINANCIAL INFORMATION

A copy of the agreed base case model (the "**Base Case Model**"), provided that the Base Case Model shall be deemed to be in form and substance satisfactory to the Original Lenders if provided substantially in the form received by the Original Lenders on or prior to the date of the Commitment Letter or with any amendments or modifications which do not materially and adversely affect the interests of the Finance Parties under the Finance Documents or which have been made with the approval of the Original Lenders (acting reasonably).

5. PRESS RELEASE

A copy of the Press Release (provided that the Press Release shall be deemed to be in form and substance satisfactory to the Original Lenders if provided substantially in the form received by the Original Lenders on or prior to the date of the Commitment Letter or with any amendments or modifications which do not materially and adversely affect the interests of the Finance Parties under the Finance Documents or which have been made with the approval of the Original Lenders (acting reasonably)).

6. FUNDS FLOW STATEMENT

A copy of a closing funds flow statement (the "**Funds Flow Statement**") setting out the proposed movement of the net proceeds of Facility B1, provided that the Funds Flow Statement shall be for information purposes only and shall not be required to be in form or substance satisfactory to any Finance Party nor subject to any other approval requirement from any Finance Party.

7. LEGAL OPINIONS

(a) A copy of a legal opinion of the counsel to the Original Lenders as to English law.

(b) A copy of an enforceability and validity legal opinion of the counsel to the Original Lenders as to Luxembourg law.

(c) A copy of a capacity legal opinion of the counsel to the Parent and the Original Borrower as to Luxembourg law.

(d) A copy of a legal opinion of the counsel to the Original Lenders as to Maltese law.

(e) A copy of an enforceability legal opinion of the counsel to the Original Lenders as to Swedish law.

8. KYC

A copy of any document reasonably necessary to satisfy each Original Lender's "know your customer" requirements in relation to the Parent, the Original Borrower or Bidco under applicable laws and regulations and pursuant to its usual "know your customer" procedures.

9. APPROVED LIST

A copy of the Approved List.

10. PROCESS AGENT

Evidence that the process agent appointed in respect of the Finance Documents for each of the Parent, the Original Borrower and Bidco has accepted its appointment as agent for service of process.

11. OFFER DOCUMENTS

(a) A copy of the Offer Documents which shall refer to the fairness opinion, provided that this condition shall be satisfied if the Offer Documents do not include an amendment to the Offer that would not be permitted under this Agreement compared to the draft of the Press Release received by Original Lenders prior to the date of this Agreement.

(b) A copy of a certificate from an authorised signatory of the Parent dated on, or prior to, the Closing Date certifying and confirming that:

(i) the Offer has become or been declared unconditional in all respects; and

(ii) the Minimum Acceptance Condition has been, or will by the Closing Date, be met, or, if the Parent has waived the Minimum Acceptance Condition in accordance with paragraph (c) of Clause 24.36 (*Offer undertakings*), the Parent is, or will by the Closing Date be, the owner of shares and sufficient options (if any) which, after converting such options in the Target owned by the Parent (if any), such conversion being on an unconditional basis, represents not less than 90 per cent. of the total number of outstanding shares in the Target (on a diluted basis (for this purpose, calculating such percentage on the basis that such acquired options had been converted into shares of the Target)).

(c) A copy of a settlement agent confirmation letter addressed to the Original Lenders dated 14 January 2022 from Mangold Fondkomission AB.

Part 2
Conditions Precedent Required to be Delivered by an Additional Obligor

1. An Accession Deed executed by the Additional Obligor and the Parent.

2. A copy of customary constitutional documents in respect of the Additional Obligor.

3. A copy of all necessary corporate approvals in respect of the Additional Obligor, including, with respect to an Israeli Obligor, confirmation that all approvals required under the Israeli Companies Law have been obtained pursuant to sections 256(d) and 282 of the Israeli Companies Law.

4. In the case of an Additional Obligor organised under the laws of the United States of America, any state or territory thereof or the District of Columbia, a certificate of good standing from the secretary of state of the state of organisation or equivalent government entity of such Additional Obligor.

5. A copy of specimen signatures of the authorised signatories of the Additional Obligor (to the extent such person will execute a Finance Document).

6. A copy of a formalities certificate of the Additional Obligor:

   (a) confirming that each copy document relating to it specified in paragraphs 2 and 3 above is correct, complete and, to the extent executed, in full force and effect and has not been amended or superseded prior to the date of the Accession Deed; and

   (b) certifying that borrowing or guaranteeing or securing (as appropriate) the Total Commitments would not cause any borrowing, guarantee, security or similar limit binding on it under its constitutional documents to be exceeded.

7. The following legal opinions, each addressed to the Agent, the Security Agent and the Lenders:

   (a) A copy of a legal opinion of the legal advisers to the Agent and Security Agent in England, as to English law.

   (b) If the Additional Obligor is incorporated in a jurisdiction other than England and Wales or is executing a Finance Document which is governed by a law other than English law, a copy of a legal opinion of the legal advisers to the Agent and the Security Agent (and/or, if market convention or practice require this, the legal advisers to the Additional Obligor) in the jurisdiction of its incorporation or, as the case may be, the jurisdiction of the governing law of that Finance Document (the "**Applicable Jurisdiction**") as to the law of the Applicable Jurisdiction.

8. If the proposed Additional Obligor is incorporated in a jurisdiction other than England and Wales, evidence that the process agent in respect of the Finance Documents for the Additional Obligor has accepted its appointment as agent for the service of process.

9. A copy of any security document signed by the Additional Obligor which, subject to the Agreed Security Principles, is required pursuant to Clause 24.31 (*Guarantors and Security*).

10. A copy of each document reasonably required by the Agent to carry out and be satisfied with the results of all reasonable "know your customer" or other similar checks (if any) to be carried out by any Finance Party under all applicable laws and regulations pursuant to the transactions contemplated in the Finance Documents.

SCHEDULE 3

REQUESTS AND NOTICES

SCHEDULE 4

FORM OF TRANSFER CERTIFICATE

SCHEDULE 5

FORM OF ASSIGNMENT AGREEMENT

SCHEDULE 6

FORM OF ACCESSION DEED

SCHEDULE 7

FORM OF RESIGNATION LETTER

SCHEDULE 8

FORM OF COMPLIANCE CERTIFICATE

SCHEDULE 9

TIMETABLES

	Loans in euro
Delivery of a duly completed Utilisation Request (Clause 5.1 (*Delivery of a Utilisation Request*)) or a Selection Notice (Clause 12.1 (*Selection of Interest Periods and Terms*)).	U-7 3.00pm
Agent determines the Base Currency Amount of the Loan, if required under Clause 5.4 (*Lenders' participation*) and notifies the Lenders of the Loan in accordance with Clause 5.4 (*Lenders' participation*)	U-7 4.00pm
Agent receives a notification from a Lender under Clause 6.2 (*Unavailability of a currency*)	Quotation Day 9.30am
Agent gives notice in accordance with Clause 6.2 (*Unavailability of a currency*)	Quotation Day Noon
EURIBOR is fixed	Quotation Day as of 11.00 a.m. (Brussels time)

"U" = date of utilisation or, if applicable, in the case of a Loan that has already been borrowed, the first day of the relevant Interest Period for that Loan.

"U – X" = X Business Days prior to date of utilisation.

SCHEDULE 10

AGREED SECURITY PRINCIPLES

1. GENERAL

The Agreed Security Principles embody the recognition by the Parties that there may be certain legal and practical difficulties in obtaining effective guarantees and/or security from all relevant Obligors in every jurisdiction in which those Obligors are incorporated or resident. In particular:

(a) General statutory limitations (e.g. financial assistance, transfer of value provisions, 'thin capitalisation', capital maintenance and retention of title claims), employee consultation, regulatory restrictions (including restrictions of any lottery commission, lottery administrator or similar person) or approval requirements and in each case analogous restrictions may limit the ability of certain Obligors to provide a guarantee or security or may require that such security or guarantee be limited by an amount or otherwise and any guarantee or security to be granted pursuant to the terms of the Finance Documents shall be limited accordingly, provided that the Parent shall use commercially reasonable endeavours to overcome any limitation (including conducting customary whitewash or equivalent procedures) and assist in demonstrating that the members of the Group will receive adequate corporate benefit (if that would make it possible to provide the relevant security or guarantee). If, following such commercially reasonable endeavours, any limitation continues to apply, guarantees and security will be provided by such Obligor up to such maximum limitation, subject to these Agreed Security Principles.

(b) No member of the Group will be required to give guarantees or grant security to the extent that such guarantees or security would:

(i) not be within its legal capacity;

(ii) contravene any laws or regulations applicable to it; or

(iii) cause it or the Group to incur costs (including legal fees, registration fees, stamp duty, taxes, notarial fees and other fees or costs directly incurred by the relevant grantor of the guarantee and/or security) that, in the opinion of the Agent and the Security Agent, are materially disproportionate to the benefit to the Lenders of obtaining such guarantees or security,

provided in each case that the relevant Obligor will use reasonable endeavours to overcome any such obstacle to the extent that that can be done at a reasonable cost.

(c) No Material Company which is acquired pursuant to a Permitted Acquisition where acquired financial indebtedness remains outstanding following completion of such acquisition shall be required to become an Obligor or grant Security if prevented by the terms of the documentation governing such acquired financial indebtedness or Security granted by it prior to its acquisition provided that such Financial Indebtedness or Security constitutes Permitted Financial Indebtedness or Permitted Security, respectively, under the terms of this Agreement.

(d) The giving of guarantees and the granting and perfection of security will not be required to the extent it would have a material adverse effect on the ability of the relevant Obligor to conduct its business in the ordinary course.

(e) The Lenders and the Parent shall negotiate the form of each Transaction Security Document in good faith in accordance with these Agreed Security Principles and shall ensure that all documentation required to be entered into as a condition precedent to drawdown under a Facility (or immediately thereafter) is in a finally agreed form as soon as reasonably practicable after the date of this Agreement.

(f) No Security may be provided on terms which are inconsistent with the turnover or sharing provisions in the Intercreditor Agreement.

(g) Where appropriate to do so under local law, defined terms in this Agreement shall be incorporated by reference into each Security Document.

(h) Legal fees up to an amount to be agreed, disbursements, registration costs, registration or similar taxes, notary fees and other costs and expenses related to the guarantees and security incurred by legal counsel to the Obligors and by legal counsel to the Agent, Security Agent and Finance Parties will be paid by the Parent.

(i) Any asset subject to a legal requirement, contract, lease, licence, instrument, regulatory constraint (including any agreement with any government or regulatory body or any lottery commission, lottery administrator or similar person) or other third party arrangement, which may prevent or condition the asset from being charged, secured or being subject to the applicable security document (including requiring a consent of any third party, supervisory board or works council (or equivalent)) and any asset which, if subject to the applicable security document, would give a third party the right to terminate or otherwise amend any rights, benefits and/or obligations with respect to any member of the Group in respect of the asset or require the relevant chargor to take any action materially adverse to the interests of the Group or any member thereof, in each case will be excluded from a guarantee or security document, provided that reasonable endeavours (exercised for a specified period of time which shall be no longer than 20 Business Days) to obtain consent to charging any asset (where otherwise prohibited) shall be used by the Group if the Security Agent specifies prior to the date of the security or accession document that the asset is material and the Obligors' Agent is satisfied (acting reasonably) that such endeavours will not involve placing relationships with such third parties in jeopardy.

(j) Security will not be required over any assets subject to security in favour of a third party or any cash constituting regulatory capital or amounts necessary to satisfy payment and custodial obligations in respect of prize, jackpot, deposit, payment processing and player account management operations, customer deposits or winnings or funds owing to or held on behalf of any gaming authority, lottery commission, lottery administrator, client or customer, including as may be placed in trust accounts (and such assets or cash shall be excluded from any relevant security document).

(k) Notwithstanding any term of any Finance Document to the contrary, (i) no member of the Group that is a "controlled foreign corporation" (as defined in Section 957(a) of the Code) which is a direct or indirect subsidiary of a US member of the Group or that has a "United States shareholder" (as defined in Section 951(b) of the Code) that is a US member of the Group (but (in both cases) excluding any Subsidiary of such a US member of the Group as of the Closing Date) ("**CFC**") or that owns no material assets other than equity and/or debt interest in any CFC ("**CFC Holdco**") and no subsidiary of a CFC or CFC Holdco shall be required, in each case, to give a guarantee or pledge any of its assets (including shares in a Subsidiary) as security for a loan or other obligation of any US member of the Group; and (ii) not more than [***]% of the total combined voting power of all classes of shares entitled to vote of any CFC or CFC Holdco shall be required to be pledged directly or indirectly as security for a loan or other obligation of any US member of the Group, provided, in each of (i) and (ii), that to provide such guarantee, security or pledge would cause a material adverse U.S. tax consequence to any United States shareholder (as defined in Section 951(b) of the Code) of such CFC or CFC Holdco pursuant to Section 956 of the Code (as reasonably determined by the Parent in good faith).

(l) No security shall be granted over (and no guarantees shall be required from) NeoPollard Interactive LLC or its assets.

(m) No security will be granted over any governmental licences or state or local franchises, charters and authorisations, to the extent a security interest in any such licence, franchise, charter or authorisation is prohibited or restricted thereby, subject to the other general principles set out in this Schedule 10.

(n) No title investigations or other diligence on assets will be required and no title insurance will be required.

2. OBLIGORS AND SECURITY

(a) Each guarantee will be:

(i) an upstream, cross-stream and downstream guarantee; and

(ii) will be for all liabilities of the Obligors under the Finance Documents,

in accordance with, and subject to, the requirements of the Agreed Security Principles in each relevant jurisdiction.

(b) Security will be for all liabilities of the relevant grantor (including its liabilities in respect of any guarantee) under the Finance Documents in accordance with, and subject to, the Agreed Security Principles in each relevant jurisdiction.

(c) To the extent possible, all Security shall be given in favour of the Security Agent and not the Finance Parties individually. "Parallel debt" provisions will be used where necessary; such provisions will be contained in the Intercreditor Agreement and not the individual Transaction Security Documents unless required under local laws. To the extent possible, there should be no action required to be taken in relation to the guarantees or Security when any Lender transfers any of its participation in any Facility to a new Lender (and notwithstanding anything to the contrary, no member of the Group shall bear or otherwise be liable for any taxes, any notarial, registration or perfection fees or any other costs, fees or expenses that result from any assignment or transfer by a Lender).

3. TERMS OF SECURITY

(a) The security will be first ranking and comprise only the security set out in Clause 24.31 (*Guarantors and Security*) of this Agreement.

(b) All security (other than share security) will be governed by the law of, and secure only assets located in, the jurisdiction of incorporation of the applicable grantor of the security and no action in relation to security (including any perfection step, further assurance step, filing or registration) will be required in jurisdictions where the grantor of the security is not incorporated. Share security over any subsidiary will be governed by the law of the place of incorporation of that subsidiary. Any security over a structural intercompany loan will be governed by the governing law of such structural intra group loan document or English law.

(c) Any assets subject to third party arrangements (whether in existence as at the signing date of this Agreement or entered into thereafter) which are permitted by the Finance Documents and which prevent those assets from being charged will be excluded from the relevant Security, provided that (i) such restriction was not included primarily so as to fall within this exception and (ii) if the relevant assets are material, the relevant Obligor shall use reasonable endeavours to obtain consent to charging such assets.

(d) Subject to agreed exceptions, Transaction Security Documents will where possible automatically create Security over future assets of the same type as those already secured.

(e) The Transaction Security Documents shall not create new commercial obligations and shall not contain additional or duplicate representations, warranties or undertakings to those set out in the Finance Documents that are not required for the creation, perfection, enforcement or maintenance of the relevant Security in order to protect or preserve the Security granted to the Lenders. Save where it is required under applicable law for the creation, perfection or registration of, or to ensure the validity of, security in accordance with these Security Principles or to facilitate the admissibility of a Security Document in court, there shall not be any repetition or extension for Clauses set out in this Agreement or the Intercreditor Agreement such as those relating to cost and expenses, indemnities, stamp duty, tax gross up, distribution of proceeds, notices and release of security.

(f) Security in respect of any Material Intra-Group Loans shall permit the relevant debtor to make payments of interest to the creditor under the relevant Material Intra-Group Loans up until the occurrence of a Declared Default. Further, they shall permit the debtor to make payments of principal amounts under the relevant Material Intra-Group Loans, provided that such payments are applied towards payments of the secured obligations. For the avoidance of doubt, any loans arising under any cash pooling, netting or set-off arrangements permitted by this Agreement shall not be subject to Security.

(g) Save where it is required under applicable law, the Security will not be enforceable (and any power of attorney will not be issued or exercisable) until a Declared Default has occurred, or, in case of the issuance of any power of attorney only, if the relevant Obligor has failed to take all reasonable steps in its power to comply with a further assurance or perfection obligation within 5 Business Days of being notified of that failure and being requested to comply.

(h) The terms of the Security shall not restrict the execution or implementation of any steps set out in the Structure Memorandum.

(i) No security will be required over investments or shares in or assets of Joint Ventures or any other companies not wholly owned directly or indirectly by the Parent and no Joint Venture or partially owned company will be required to provide a guarantee:

(i) where the Joint Venture is NeoPollard Interactive LLC;

(ii) where the Joint Venture arrangements or shareholder agreements (other than joint venture arrangements or shareholder agreements solely with members of the Group) prohibit or restrict such security from being granted, provided that such prohibition or restriction was not included primarily so as to fall within this exception and, in the case of a non-wholly owned Obligor, that non-wholly owned Obligor has taken all reasonable steps to overcome, avoid or remove that restriction but will be under no further obligations thereafter; or

(iii) to do so (as a matter of law) requires the consent of a certain percentage (the "**Minimum Consent Requirement**") of the shareholders in that non-wholly owned Obligor or, as the case may be, another party to the Joint Venture agreements, in circumstances where (A) the relevant Obligor (when its shareholding or, as the case may be, partnership interest in the Joint Venture is aggregated with the shareholding or, as the case may be, partnership interest in that non-wholly owned Obligor or Joint Venture (as applicable) held by any other Obligor) holds less than the Minimum Consent Requirement; (B) that Obligor has used all reasonable endeavours to obtain the consent of the other shareholder(s) or, as the case may be, Joint Venture partners to satisfy the Minimum Consent Requirement; and (C) notwithstanding those endeavours, the Minimum Consent Requirement has not been reached.

(j) Upon request, security over assets shall, provided that it does not adversely affect the security interest purported to be created hereunder, be released (i) if such release is required to permit a Permitted Disposal of such assets, (ii) upon the occurrence of any legal or regulatory prohibition set out in these Agreed Security Principles, (iii) upon the repayment and cancellation in full of the Facilities (other than where an Event of Default has occurred and is continuing), and (iv) where required pursuant to, in connection with or as a consequence of a Permitted Transaction. The same principle shall apply to registrations to be made in connection with any perfection of Security. In respect of any Transaction Security Document governed by Swedish law (subject to what is set out in paragraph (a)(ii) of Clause 1.11 (*Swedish terms*) the Transaction Security over the relevant assets will not be released unless the Security Agent has given its prior written consent or the secured obligations have been discharged in full. Save for as may be required in order to have a fully valid, perfected and enforceable security, the Transaction Security Documents will not operate so as to prevent transactions which are otherwise permitted under the Finance Documents or require additional consents or authorisations.

(k) The Transaction Security Documents will not contain any reporting requirements or information undertakings unless (i) such information and/or reporting is required by local law to perfect or register or maintain the security and this information can be provided without breaching confidentiality requirements, and (ii) such information and/or reporting is provided upon request by the Agent for the same reasons as set out in preceding sub-paragraph (i), and when required, shall be provided annually or, whilst an Event of Default is continuing, on the Security Agent's request.

(l) The terms of the Security should not be such that they are unduly burdensome or interfere unreasonably with the ability of the relevant Obligor to conduct its business in the ordinary course.

(m) Guarantees and Transaction Security Documents relating to any Additional Obligors will (to the extent relevant) be in the form consistent with those previously agreed in relation to existing Obligors.

(n) To the extent possible, the Security Agent will hold one set of security for the Secured Parties.

4. PERFECTION OF SECURITY

(a) Subject to the above, all steps necessary to perfect, or legal formalities required to be carried out in connection with, any of the Transaction Security Documents, will be completed as soon as practicable and, in any event, within the time periods specified in the Finance Documents or (if earlier or to the extent no such time periods are specified in the Finance Documents) within the time periods specified by applicable law in order to ensure due perfection. The Security will not be perfected if to do so would have a material adverse effect on the ability of an Obligor to conduct its operations and business in the ordinary course as otherwise permitted by the Finance Documents.

(b) No promissory notes will be issued in respect of any intercompany debt.

(c) No perfection action will be required in any jurisdiction in which no Obligor is incorporated or registered (other than in respect of share security and security over Material Intra-Group Loans) but perfection action may be required in the jurisdiction of one Obligor in relation to security granted by another Obligor located in another jurisdiction.

5. BANK ACCOUNTS

(a) If an Obligor grants Security over its bank accounts it shall be free to deal with those accounts in the course of its business until a Declared Default (other than any accounts which are specifically blocked).

(b) Subject to the following paragraph, notice of the Security will be served on the account bank within five Business Days of the Security being granted and the Obligor shall use its reasonable endeavours to obtain an acknowledgement of that notice within 20 Business Days of service. If such Obligor has used its reasonable endeavours but has not been able to obtain acknowledgement its obligation to obtain acknowledgement shall cease on the expiry of that 20 Business Day period. Irrespective of whether notice of the Security is required for perfection, if the service of notice would prevent that Obligor from using a bank account (other than any accounts which are specifically blocked) in the ordinary course of its business (prior to a Declared Default) no notice of Security shall be served until the occurrence of a Declared Default.

(c) Any Security over bank accounts (other than any accounts which are specifically blocked) shall be subject to any prior security interests in favour of the account bank which are created either by law or in the standard terms and conditions of the account bank. The notice of Security may request these are waived by the account bank but the Obligor shall not be required to change its banking arrangements if these Security interests are not waived or only partially waived.

(d) If required under local law Security over bank accounts will be registered subject to the general principles set out in this Schedule 10.

(e) Each of the Parent, the Borrower and Bidco shall (subject to the other provisions of the Agreed Security Principles) grant security over an applicable bank account to the extent opened by the Parent, the Borrower or Bidco (as applicable) in a jurisdiction in which an Obligor is incorporated. Bank account security shall not include any non-cash account, tax accounts, payroll accounts, employee share scheme accounts, trust accounts or any other bank account to the extent monies deposited therein are held on trust for beneficiaries which are not members of the Group. Control agreements (or perfection by control or similar arrangements) shall only be required with respect to US bank accounts (to the extent required by the applicable account bank).

6. RECEIVABLES

(a) If an Obligor grants security over its material intercompany receivables it shall be free to deal with those receivables in the ordinary course of its business in accordance with the terms of this Agreement and the Intercreditor Agreement until a Declared Default.

(b) Notice of the security will be served on the relevant lender within five Business Days of the security being granted and the relevant Obligor shall use its reasonable endeavours to obtain an acknowledgement of that notice within 20 Business Days of service. Where the relevant creditor and debtor are Obligors, such notice shall be deemed given in the Intercreditor Agreement. Irrespective of whether notice of the Security is required for perfection, if the service of notice would prevent the Obligor from dealing with a receivable in the ordinary course of its business no notice of Security shall be served until the occurrence of a Declared Default.

(c) If required under local law Security over intercompany receivables will be registered subject to the general principles set out in this Schedule 10.

(d) For the avoidance of doubt, any loans arising under any cash pooling, netting or set-off arrangements permitted by this Agreement shall not be subject to security.

7. INTELLECTUAL PROPERTY

(a) An Obligor will only be required to grant security over its Material Intellectual Property.

(b) No security interest over any Material Intellectual Property shall be required to be granted (or perfected) with respect to any Excluded Jurisdiction or any other jurisdiction or territory in which an Obligor is not incorporated.

(c) No security will be granted over any Material Intellectual Property which cannot be secured under the terms of the relevant licensing agreement.

(d) If security is granted over the relevant Material Intellectual Property, the grantor shall be free to deal with, use, licence and otherwise commercialise those assets in the course of its business (including allowing such Material Intellectual Property to lapse if no longer material to its business) until a Declared Default which is continuing and notice of acceleration in connection thereof has been given by the Agent in accordance with the terms of this Agreement.

(e) No security shall be granted over any intent-to-use trademark application prior to the filing of a "Statement of Use" or "Amendment to Allege Use" with respect thereto, to the extent that the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark application under applicable law.

(f) Notice of any security interest over Material Intellectual Property will only be served on a third party from whom Material Intellectual Property is licensed upon written request of the Security Agent, which may only be given after the occurrence of a Declared Default which is continuing.

(g) Material Intellectual Property security will be required to be registered under the law of that security document, at any relevant supra-national registry, or otherwise at any national registry, subject to the general principles set out in this Schedule 10. Security over intellectual property rights will be taken on an "as is, where is" basis and the Group will not be required to procure any changes to, or corrections of filings on, external registers.

8. SHARES

(a) Subject to these Security Principles, shares in each Obligor and each Material Subsidiary (in each case, other than the Parent) shall be subject to Security.

(b) The relevant Transaction Security Document will be governed by the laws of jurisdiction of incorporation of the Obligor whose shares are being secured and not by the laws of the jurisdiction of incorporation of the Obligor granting the Security.

(c) Until a Declared Default:

(i) the pledgor will be permitted to retain and to exercise voting rights appertaining to any shares pledged by it in a manner which does not adversely affect the validity or enforceability of the Security; and

(ii) the pledgor will be permitted to pay, receive and retain dividends (subject to the terms of this Agreement).

(d) Where customary and applicable as a matter of law, on or as soon as soon as reasonably practicable, and in any event within 20 Business Days of execution of the share charge or share mortgage (as the case may be), share certificates (or other documents evidencing title to the relevant shares) and (stamped, to the extent relevant under applicable law) stock transfer forms executed in blank (or local law equivalent) will be provided to the Security Agent and, where required by law or where customary, the share certificates or shareholders' register will be endorsed or written up and the endorsed share certificates and/or a copy of the written up register provided to the Security Agent.

(e) Unless the restriction is required by law or the terms of a shareholders' agreement entered into with a party that is not a member of the Group, the constitutional documents of a member of the Group whose shares are to be pledged will be amended to remove any restriction on the transfer or the registration of the transfer of the shares on enforcement of the Security granted over them. Subject to paragraph 3(i) above, shares in Joint Ventures will not be subject to security where such security is prohibited by the terms of the underlying joint venture agreement.

(f) If required under local law security over shares will be registered subject to the general principles set out in these Security Principles.

(g) If required under local law, stamp duty will be paid in respect of such Security subject to the general principles set out in these Security Principles.

9. RELEASE OF SECURITY

Unless required by local law the circumstances in which the Security shall be released should not be dealt with in individual Transaction Security Documents but, if so required, shall, except to the extent required by local law, be the same as those set out in the Intercreditor Agreement.

10. INTERCREDITOR AGREEMENT, THIS AGREEMENT AND THE SECURITY DOCUMENTS

Except where it is not possible under local law without the creation, perfection or enforceability of the relevant security being prejudiced, each Transaction Security Document must contain a Clause which records that if there is a conflict between the security document and this Agreement or the Intercreditor Agreement then (to the fullest extent permitted by law) the provisions of this Agreement or (as applicable) the Intercreditor Agreement will take priority over the provisions of the Transaction Security Document.

SCHEDULE 11

FORM OF INCREASE CONFIRMATION

SCHEDULE 12

FORMS OF NOTIFIABLE DEBT PURCHASE NOTICE

SCHEDULE 13

FORM OF ACCORDION FACILITY NOTICE

SCHEDULE 14

FORM OF ACCORDION LENDER ACCESSION DEED

SCHEDULE 15

THE INITIAL GUARANTORS

Name of Original Guarantor	Jurisdiction of Incorporation	Registration number (or equivalent, if any)
NeoGames Systems Ltd	Israel	51-509369-8
NeoGames US, LLP	Delaware, USA	5576821
NeoGames Solutions LLC	Delaware, USA	7078670

Signatories

THE PARENT

NEOGAMES S.A.

By: /s/ Mordechay Malool

Adress: [●]

Email: [●]

Attention: [●]

ORIGINAL BORROWER

NEOGAMES CONNECT S.À R.L.

By: /s/ Mordechay Malool

Adress: [●]

Email: [●]

Attention: [●]

ORIGINAL GUARANTOR

NEOGAMES S.A.

By: /s/ Mordechay Malool

Adress: [●]

Email: [●]

Attention: [●]

ORIGINAL GUARANTOR

NEOGAMES CONNECT S.À R.L.

By: /s/ Mordechay Malool

Adress: [●]

Email: [●]

Attention: [●]

ORIGINAL GUARANTOR

NEOGAMES CONNECT LIMITED

By: /s/ Raviv Adler

Adress: [●]

Email: [●]

Attention: [●]

ORIGINAL LENDER

/s/ Marisa J. Beeney

For and on behalf of

BLACKSTONE PRIVATE CREDIT FUND

as Lender

Name: Marisa J. Beeney

Title: Authorised Signatory

Notice Details:

Adress: [●]

Email: [●]

FAO: [●]

With a copy to:

Adress: [●]

Email: [●]

FAO: [●]

ORIGINAL LENDER

/s/ Stefano Ciccarello

For and on behalf of

GSO ESDF II (LUXEMBOURG) HOLDCO S.À R.L.

as Lender

Name: Stefano Ciccarello

Title: Manager A

Notice Details:

Adress: [●]

Email: [●]

FAO: [●]

With a copy to:

Adress: [●]

Email: [●]

FAO: [●]

and

Adress: [●]

Email: [●]

FAO: [●]

ORIGINAL LENDER

/s/ Gàbor Bernath

For and on behalf of

GSO ESDF II (LUXEMBOURG) HOLDCO S.À R.L.

as Lender

Name: Gàbor Bernath

Title: Manager B

Notice Details:

Adress: [●]

Email: [●]

FAO: [●]

With a copy to:

Adress: [●]

Email: [●]

FAO: [●]

and

Adress: [●]

Email: [●]

FAO: [●]

ORIGINAL LENDER

/s/ Stefano Ciccarello

For and on behalf of

GSO ESDF II (LUXEMBOURG) LEVERED HOLDCO II S.À R.L.

as Lender

Name: Stefano Ciccarello

Title: Manager A

Notice Details:

Adress: [●]

Email: [●]

FAO: [●]

With a copy to:

Adress: [●]

Email: [●]

FAO: [●]

and

Adress: [●]

Email: [●]

FAO: [●]

ORIGINAL LENDER

/s/ Gàbor Bernath

For and on behalf of

GSO ESDF II (LUXEMBOURG) LEVERED HOLDCO II S.À R.L.

as Lender

Name: Gàbor Bernath

Title: Manager B

Notice Details:

Adress: [●]

Email: [●]

FAO: [●]

With a copy to:

Adress: [●]

Email: [●]

FAO: [●]

and

Adress: [●]

Email: [●]

FAO: [●]

ORIGINAL LENDER

/s/ Stefano Ciccarello

For and on behalf of

GSO ESDF II (LUXEMBOURG) LEVERED HOLDCO I S.À R.L.

as Lender

Name: Stefano Ciccarello

Title: Manager A

Notice Details:

Adress: [●]

Email: [●]

FAO: [●]

With a copy to:

Adress: [●]

Email: [●]

FAO: [●]

and

Adress: [●]

Email: [●]

FAO: [●]

ORIGINAL LENDER

/s/ Gàbor Bernath

For and on behalf of

GSO ESDF II (LUXEMBOURG) LEVERED HOLDCO I S.À R.L.

as Lender

Name: Gàbor Bernath

Title: Manager B

Notice Details:

Adress: [●]

Email: [●]

FAO: [●]

With a copy to:

Adress: [●]

Email: [●]

FAO: [●]

and

Adress: [●]

Email: [●]

FAO: [●]

ORIGINAL LENDER

/s/ Stefano Ciccarello

For and on behalf of

G QCM (LUXEMBOURG) HOLDCO S.À R.L.

as Lender

Name: Stefano Ciccarello

Title: Manager A

Notice Details:

Adress: [●]

Email: [●]

FAO: [●]

With a copy to:

Adress: [●]

Email: [●]

FAO: [●]

and

Adress: [●]

Email: [●]

FAO: [●]

ORIGINAL LENDER

/s/ Gàbor Bernath

For and on behalf of

G QCM (LUXEMBOURG) HOLDCO S.À R.L.

as Lender

Name: Gàbor Bernath

Title: Manager B

Notice Details:

Adress: [●]

Email: [●]

FAO: [●]

With a copy to:

Adress: [●]

Email: [●]

FAO: [●]

and

Adress: [●]

Email: [●]

FAO: [●]

THE AGENT

GLOBAL LOAN AGENCY SERVICES LIMITED

By: /s/ Authorised Signatory
Authorised Signatory

Address: [●]

Email: [●]

Attention: [●]

Phone: [●]

Fax: [●]

THE SECURITY AGENT

GLAS TRUST CORPORATION LIMITED

By: /s/ Authorised Signatory
Authorised Signatory

Address: [●]

Email: [●]

Attention: [●]

Phone: [●]

Fax: [●]

[*Signature page to the Connect Senior Facilities Agreement*]

Exhibit 8.1

Subsidiaries of NeoGames S.A

Name	State or Other Jurisdiction of Incorporation or Organization
NeoGames S.A.	Luxemburg
NeoGames Connect s.a.r.l.	Luxemburg
Neogames Systems Ltd.	Israel
Neogames US LLP	United States
NG Connect Ltd	Malta
NG Malta Branch	Malta
NeoGames Solutions LLC	United States
Neogames S.R.O	Czech
Neogames Ukraine	Ukraine
NeoPollard Interactive LLC	United States
Aspire Global International Limited	Malta
AG Software Ltd	Malta
Aspire Global Marketing Solutions Ltd	Israel
AG Communications Limited	Malta
AG 7 Limited	Malta
Utopia Management Group Ltd	British Virgin Islands
ASG Technologies Ltd	British Virgin Islands
Aspire Global Ukraine	Ukraine
Novogoma Ltd	Malta
Neolotto Ltd	Malta
Minotauro Media Limited	Ireland
Marketplay Ltd	Malta
NEG Group Limited	Malta
Vips Holdings	Malta
GMS Entertainment Limited (“GMS”)	Isle of man
BtoBet Limited	Gibraltar
Cylnelish, Sociedad, Limitda	Spain
Aspire Global US Inc.	USA
BNG Investment Group Ltd.,	British Virgin Islands

Exhibit 12.2

CERTIFICATIONS

I, Raviv Adler, certify that:

1. I have reviewed this annual report on Form 20-F of NeoGames S.A.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the company as of, and for, the periods presented in this report;

4. The company's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the company and have:

(a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the company, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

(b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

(c) Evaluated the effectiveness of the company's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

(d) Disclosed in this report any change in the company's internal control over financial reporting that occurred during the period covered by the annual report that has materially affected, or is reasonably likely to materially affect, the company's internal control over financial reporting; and

5. The company's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the company's auditors and the audit committee of the company's board of directors (or persons performing the equivalent functions):

(a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the company's ability to record, process, summarize and report financial information; and

(b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the company's internal control over financial reporting.

Date: April 28, 2023

By: /s/ Raviv Adler
Raviv Adler
Chief Financial Officer
(Principal Financial Officer)

Exhibit 13.1

CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the Annual Report on Form 20-F of NeoGames S.A. (the "Company") for the year ended December 31, 2022 (the "Report"), I, Moti Malul, Chief Executive Officer of the Company, do hereby certify pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that, to my knowledge:

1. the Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended; and

2. the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: April 28, 2023

By: /s/ Moti Malul
Moti Malul
Chief Executive Officer
(Principal Executive Officer)

A signed original of this written statement required by Section 906 has been provided to NeoGames S.A. and will be retained by NeoGames S.A. and furnished to the Securities and Exchange Commission or its staff upon request.

Exhibit 13.2

CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the Annual Report on Form 20-F of NeoGames S.A. (the "Company") for the year ended December 31, 2022 (the "Report"), I, Raviv Adler, Chief Financial Officer of the Company, do hereby certify pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that, to my knowledge:

1. the Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended; and

2. the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: April 28, 2023

By: /s/ Raviv Adler
Raviv Adler
Chief Financial Officer
(Principal Financial Officer)

A signed original of this written statement required by Section 906 has been provided to NeoGames S.A. and will be retained by NeoGames S.A. and furnished to the Securities and Exchange Commission or its staff upon request.

Exhibit 12.1

CERTIFICATIONS

I, Moti Malul, certify that:

1. I have reviewed this annual report on Form 20-F of NeoGames S.A.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the company as of, and for, the periods presented in this report;

4. The company's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the company and have:

(a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the company, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

(b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

(c) Evaluated the effectiveness of the company's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

(d) Disclosed in this report any change in the company's internal control over financial reporting that occurred during the period covered by the annual report that has materially affected, or is reasonably likely to materially affect, the company's internal control over financial reporting; and

5. The company's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the company's auditors and the audit committee of the company's board of directors (or persons performing the equivalent functions):

(a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the company's ability to record, process, summarize and report financial information; and

(b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the company's internal control over financial reporting.

Date: April 28, 2023

By: /s/ Moti Malul
Moti Malul
Chief Executive Officer
(Principal Executive Officer)

Exhibit 15.1

Consent of Independent Registered Public Accounting Firm

We hereby consent to the incorporation by reference in the registration statement on Form S-8 (333-251103) and the registration statement on Form S-8 (333-264467) of NeoGames S.A. (the "Company") of our report dated April 27, 2023, relating to the consolidated financial statements as of December 31, 2022, and 2021 and for each of the years in the three-year period ended December 31, 2022, of NeoGames S.A., and our report dated April 27, 2023, relating to the financial statements as of December 31, 2022 and 2021 for the years then ended, of NeoPollard Interactive LLC, which appear in this Form 20-F for the year ended December 31, 2022.

/s/ Ziv Haft
Ziv Haft
Certified Public Accountants (Isr.)
BDO Member Firm

April 27, 2023
Tel Aviv, Israel