DATED 2026

(1) **BALLY'S INTRALOT S.A.**

(2) **[NAME OF LOCKED-IN SHAREHOLDER]**

LOCK-IN AGREEMENT

MILBANK LLP
London

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THIS DEED is made on 2026

BETWEEN:

(1) **BALLY'S INTRALOT S.A.**, a Société Anonyme registered in Greece with registered number 818201000, whose registered office is at 19 km, Markopoulou Ave., 19 002 Peania - Attica, Greece (the "**Company**"); and

(2) [●], a [●] [with registered number [●] / incorporated in [●] (company number [●])] whose registered office at [●]] (the "**Locked-In Shareholder**"),

each a "**Party**" and together, the "**Parties**".

INTRODUCTION:

(A) On or prior to the date of this Deed, the Locked-In Shareholder holds certain shares in the capital of the Company (the "**Original Locked-In Shares**").

(B) The Locked-In Shareholder has agreed on the terms of this Deed to certain restrictions on the disposal of its shares and interests therein in the Company from the Effective Date.

THE PARTIES AGREE as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 In this Deed, unless the context otherwise requires:

"**Associate**" means in relation to a Locked-In Shareholder:

(a) which is a legal person:

(i) any other company which is its subsidiary undertaking or parent undertaking or fellow subsidiary undertaking of a parent undertaking;

(ii) any company whose directors are accustomed to act in accordance with the Locked-In Shareholder's directions or instructions; or

(iii) any company in the capital of which the Locked-In Shareholder and any other company under paragraph (a)(i) or (ii) taken together, is (or would on the fulfilment of a condition or the occurrence of a contingency be) able to (x) exercise or control the exercise of 30% or more of the votes able to be cast at general meetings on all, or substantially all, matters or (y) to appoint or remove directors holding a majority of voting rights at board meetings on all, or substantially all, matters;

(iv) its Permitted Transferees; and

(b) who is an individual:

(i) any Family Member of such individual;

(ii) any Family Trust or other trust of which such individual or any of his or her Family Members is a trustee, has the power to appoint or remove any trustee, or is otherwise able to direct the trustees in the administration of the trust;

(iii) any company in whose equity shares such individual, any of his or her Family Members, or any company controlled by such individual, individually or taken together, are directly or indirectly interested (or have a conditional or contingent entitlement to become interested) to the extent that they are or could be able: (A) to exercise or control the exercise of 30% or more of the votes (excluding treasury shares) able to be cast at general meetings on all, or substantially all, matters; or (B) to appoint or remove directors holding a majority of voting rights at board meetings on all, or substantially all, matters;

(iv) any company over which such individual or any of his or her Family Members have control or more than 20% of its equity or voting rights (excluding treasury shares) in a general meeting;

(v) its Permitted Transferees,

"**Business Day**" means a day other than a Saturday or Sunday or public holiday in England, Gibraltar and Greece on which banks in London, Gibraltar and Greece are open for general commercial business;

"**Effective Date**" means the date on which the Transaction becomes effective in accordance with its terms being the date on which either: (i) the scheme of arrangement to implement the Transaction becomes effective in accordance with its terms; or (ii) if the Transaction is implemented by way of a takeover offer, the date on which such offer becomes or is declared unconditional;

"**Family Member**" means, in relation to an individual, (i) such individual's spouse or civil partner; (ii) such individual's children, parents, brothers, sisters, grandchildren and grandparents, and those of any person described in (i); or (iii) the spouse or civil partner of any person described in (ii);

"**Family Trust**" means, in relation to an individual, a trust which does not permit any of the settled property or the income from it to be applied otherwise than for the benefit of such individual or any of his or her Family Members and under which no power of control over the voting rights conferred by the shares held in such trust is capable of being exercised by, or being subject to the consent of, any person other than the trustees or such individual or any of his or her Family Members;

"**Interest**" means any interest in shares, including any right to acquire such Shares (whether by option, warrant, contract, conversion or otherwise);

"**Locked-In Shares**" means the Original Locked-In Shares and any Interest in such Original Locked-In Shares allotted to the Locked-In Shareholder or an Associate and/or any further Shares acquired by such persons during the Restricted Period and includes any rights arising from or attached to any Shares which are derived from all such Shares including without prejudice to the generality of the foregoing from any sub-division, bonus issue, open offer or rights issue;

"**Permitted Transferee**" means in relation to a Locked-In Shareholder:

(a) which is a legal person, the Locked-In Shareholder and any other company which is its subsidiary undertaking or parent undertaking or fellow subsidiary undertaking of a parent undertaking and/or any legal persons directly or indirectly controlled by any of the aforementioned persons; and

(b) who is an individual, the Locked-In Shareholder and/or his/her living direct line 2nd degree ascendants and descendants and/or the spouses (or civil union partners) of any of the aforementioned individuals and/or any legal persons directly or indirectly controlled by any of the aforementioned individuals and/or any trusts created with any of the aforementioned individuals as beneficiaries;

"**Restricted Period**" means the period of 12 months commencing on the Effective Date;

"**Shares**" means shares in the capital of the Company; and

"**Transaction**" means the acquisition by the Company (or a subsidiary of the Company) of all or a majority of the issued shares in evoke plc by way of a scheme of arrangement under Part VIII of the Gibraltar Companies Act 2014 or takeover offer to which the compulsory acquisition provisions in Part XA (including s.352A) of the Gibraltar Companies Act 2014 applies.

1.2 References in this Deed to any Act, statute or statutory provision include references to any such provision as amended, re-enacted or replaced from time to time and any former statutory provision replaced (with or without modification) by the provision referred to (save to the extent that such amendment, re-enactment or replacement would extend, create or increase the liability of any Party hereto).

1.3 References in this Deed to "**persons**" include references to firms, corporations or unincorporated associations.

1.4 References in this Deed to "**subsidiary undertaking**" and "**parent undertaking**" have the meanings given in section 1162 of the UK Companies Act 2006.

1.5 References in this Deed to the singular include references to the plural and vice versa and references to the masculine gender shall include references to the feminine and neuter gender and vice versa.

1.6 Headings in this Deed are inserted for convenience only and shall not affect the interpretation of this Deed or any part thereof.

2. EFFECTIVENESS

This Deed will become effective and legally binding as between the Parties on the date on, and at the time at, which it is executed and delivered by all the Parties.

3. RESTRICTIONS ON DISPOSALS

3.1 The Locked-In Shareholder undertakes to the Company that, with effect from the Effective Date, it will not, and will procure that its Associates will not, during the Restricted Period directly or indirectly, unconditionally or conditionally, offer, transfer, sell, grant options over or otherwise dispose of (or publicly announce any such offer, transfer, sale, option or disposal of), any Interest in the Locked-In Shares, or any security or financial product whose value is determined directly or indirectly by reference to the price of such Locked-In Shares, including, without limitation, equity swaps, forward sales and options representing the right to receive such Locked-In Shares or enter into any agreement to do the same, or do anything with the same or substantially the same economic effect as any of the foregoing (each a "**Disposal**").

3.2 The undertakings contained in clauses 3.1 shall not apply:

(a) where a Disposal is required by law, including pursuant to an order or ruling by a court or competent judicial body, or by any competent authority;

(b) to the acceptance of a general offer made to shareholders of the Company (or to all such shareholders other than the offeror and/or any body corporate controlled by the offeror and/or any persons acting in concert with the offeror) to acquire all the issued Shares (other than any Shares which are already owned by the person making such offer and any other person acting in concert with him) (a "**Third Party Offer**"), with regard to which the offeror has received acceptances (from shareholders including the Locked-In Shareholder) in respect of Shares representing not less than 50.1 per cent. of the voting rights attributable to the capital of the Company which are exercisable at a general meeting;

(c) to the giving of an irrevocable undertaking to accept a Third Party Offer;

(d) where a Disposal is to a Permitted Transferee; or

(e) to the sale of any Locked-In Shares to a person making a Third Party Offer or a person who has announced an intention to make a Third Party Offer.

3.3 Prior to any transfer of Locked-In Shares to a Permitted Transferee, the Locked-In Shareholder shall procure that such Permitted Transferee enters into an undertaking in favour of the Company pursuant to which such Permitted Transferee shall (i) if it ceases to fall within the definition of Permitted Transferee during the Restricted Period, immediately transfer the relevant Locked-In Shares back to the Locked-In Shareholder or to another Permitted Transferee and (ii) prior to any onward transfer to another Permitted Transferee, procure equivalent undertakings from such subsequent Permitted Transferee in favour of the Company.

4. WARRANTIES AND UNDERTAKINGS

4.1 The Locked-In Shareholder warrants and confirms to the Company that as at the date of this Deed, it will have full power and authority to perform the obligations hereunder in respect of the Locked-In Shares.

4.2 The Locked-In Shareholder agrees that:

(a) if any of the Locked-In Shares are registered in the name of any other person, it shall procure that such person or entity complies (so far as he, she or it is reasonably able) with such obligations as though it were a party to this Deed and, in particular, undertakes to use all reasonable endeavours to ensure that his, her or its Associates comply with the restrictions contained in clause 3 in respect of any Locked-In Shares in which such person or entity is interested; and

(b) the restrictions on Disposals and the other provisions in this Deed will be binding on each such person and his successors and assigns.

5. **REMEDIES**

The Locked-In Shareholder recognises that the Company will be entitled to seek injunctive relief as well as any other relief which may be appropriate under the circumstances in the event of any breach or anticipatory breach of the obligations set out in clause 3.

6. **INVALIDITY**

6.1 If any provision of this Deed is or becomes (whether or not pursuant to any judgment or otherwise) invalid, illegal or unenforceable in any respect under any law of any jurisdiction:

(a) the validity, legality and enforceability under the law of that jurisdiction of any other provision;

(b) the validity, legality and enforceability under the law of any other jurisdiction of that or any other provision,

shall not be affected or impaired in any way thereby.

6.2 The invalidity, illegality or unenforceability of any provision of this Deed in whole or in part for any reason whatsoever, such provision or part shall to that extent be deemed not to form part of this Deed but the legality, validity and enforceability shall not affect the other provisions of this Deed.

7. **FURTHER ASSURANCE**

At any time after the date of this Deed, the Locked-In Shareholder shall do such acts and things as the Company may reasonably require for the purpose of giving the Company the full benefit of all the provisions of this Deed in relation to the obligations of the Locked-In Shareholder.

8. **FEES, COSTS AND EXPENSES**

Each party shall pay its own costs and expenses in relation to the negotiation, preparation, execution, performance and implementation of this Deed.

9. **VARIATION**

No variation of this Deed shall be enforceable except by an amendment in writing duly executed by or on behalf of each of the parties.

10. **COUNTERPARTS**

This Deed may be executed in any number of counterparts each of which when executed and delivered shall be an original, but all the counterparts together constitute the same document.

11. **CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**

A person who is not a party to this Deed has no right under the Contracts (*Rights of Third Parties*) Act to enforce any term of this Deed.

12. **NO ASSIGNMENT**

No party to this Deed shall assign any of their rights under this Deed without, the prior written consent of the other party.

13. **GOVERNING LAW AND JURISDICTION**

This Deed and the documents to be entered into as provided herein shall be governed by and construed in accordance with the law of England and Wales and the parties hereto irrevocably submit to the exclusive jurisdiction of the English Courts.

THIS DOCUMENT has been executed as a deed and delivered on the date stated at the beginning of this Deed.

[*Signature pages follow*]

Executed and delivered as a deed by
BALLY’S INTRALOT S.A.
acting by:

Director

(Print Name)

in the presence of:

Name: *(BLOCK CAPITALS)*

(Signature of Witness)

Address:

Occupation:

Executed and delivered as a deed by
[NAME OF LOCKED-IN SHAREHOLDER]
acting by:

Director

(Print Name)

in the presence of:

Name: *(BLOCK CAPITALS)*

(Signature of Witness)

Address:

Occupation: