

DEED OF IRREVOCABLE UNDERTAKING

To: evoke plc ("evoke")
Bally's Intralot S.A. ("Intralot")

5 June 2026

Dear Sirs / Madam,

Acquisition of evoke

1. BACKGROUND

We, the undersigned, understand that Intralot intends to announce a firm intention to make an offer on or before 5 June 2026 (or such later time as may be agreed between Intralot and evoke) in respect of the entire issued and to be issued ordinary share capital of evoke (the "**Acquisition**") substantially on the terms and subject to the conditions set out in the draft offer announcement provided to us (subject to such modifications as may be agreed by Intralot and evoke) (the "**Offer Announcement**"). Capitalised terms not otherwise defined in this deed shall have the meanings given to them in the Offer Announcement.

We understand that the Acquisition is expected to be implemented by way of a Scheme (as defined in paragraph 6.7 below) but that Intralot is entitled, subject to the terms of the Co-operation Agreement to be entered into by Intralot and evoke on or around the date of this deed (the "**Co-operation Agreement**"), to implement the Acquisition by way of an Offer (as defined in paragraph 6.7 below).

2. IRREVOCABLE UNDERTAKINGS

2.1 Shares

(a) We confirm and warrant that we are the registered holder and/or beneficial owner of (or are otherwise able to control the exercise of and procure the transfer of) all rights, including voting rights, attaching to the number of shares in Intralot set out in the first column of the table at Appendix 1 to this deed (the "**Owned Shares**") and we hold the Owned Shares free of any encumbrances or third party rights that would prevent us from complying with the undertakings set out in this deed.

(b) In this undertaking:

"**New Shares**" means any further shares of Intralot of which we may, after the date hereof, become the registered holder and/or beneficial owner (or otherwise become able to control the exercise of all rights, including voting rights, attaching to such shares); and

"**Shares**" means the Owned Shares together with any New Shares.

2.2 Warranties

2.2.1 We warrant and undertake to Intralot and evoke that:

-
- (a) the Owned Shares include all the shares and other securities in Intralot registered in our name or beneficially owned by us or in respect of which we are interested (as defined in the Code) or which we are otherwise able to control the exercise of rights attaching to them;
 - (b) other than as set out in Appendix 1 to this deed, we do not have any interest (as defined in the Code) in any securities of Intralot, or any rights to subscribe for, purchase or otherwise acquire any such securities; and
 - (c) we have full power and authority to enter into this deed and perform our obligations under this deed in accordance with its terms.

2.3 Voting Rights

2.3.1. We irrevocably and unconditionally undertake to Intralot and evoke that, whether the Acquisition is implemented by way of the Scheme or (subject to the terms of the Cooperation Agreement) by way of an Offer we shall exercise, or, where applicable, procure the exercise of, all voting rights attaching to any Shares in favour of:

- (a) the resolutions proposed at the general meeting of Intralot (including any adjournment thereof) to (i) authorise the issuance of additional shares in Intralot as part of the consideration for the Acquisition, or alternatively to authorise the board of directors of Intralot to issue such shares and (ii) amend the articles of association of Intralot in the manner contemplated by the Shareholders' Agreement (the "**Intralot General Meeting**"); and
- (b) any other resolution proposed at any other general meeting of Intralot (including any adjournment thereof) which is necessary in connection with the Acquisition.

2.3.2. Nothing in this deed shall restrict us from:

- (a) selling, transferring, charging, encumbering, creating or granting any option or lien over or otherwise disposing of (or permitting any such actions to occur in respect of) any interest in any of the Shares, provided always that (i) Bally's Corporation remains at all times prior to the Intralot General Meeting the indirect majority shareholder of Intralot, and (ii) if any of the Shares are to be transferred to another subsidiary of Bally's Corporation prior to the Intralot General Meeting, we shall first arrange for such entity to enter into an irrevocable undertaking in substantially the same form as this deed; or
- (b) entering into any agreement or arrangement or allowing to arise any obligation with any person or expressing publicly (whether by way of announcement, signing any letter of intent that is or could become disclosable, public statement, or any other statement in public media) our intention, whether conditionally or unconditionally to do any of the acts described in paragraph 2.3.2(a).

3. PUBLICITY AND DOCUMENTATION

3.1 We consent to:

- 3.1.1. the Offer Announcement, any Offer Document or Scheme Document and any other announcement to be made, or document to be issued, by or on behalf of Intralot in connection with the Acquisition containing references to us and to this deed; and

3.1.2. this deed being published on a website as required by Rule 26.2 and Note 4 on Rule 21.2 of the Code (as applied pursuant to the Co-operation Agreement).

3.2 We understand that the information provided to us in relation to the Acquisition is given in confidence and must be kept confidential, save as required by law or any rule of any relevant regulatory body or stock exchange, until the Offer Announcement containing details of the Offer is released or the information has otherwise become generally or publicly available. We acknowledge that we are aware that if and to the extent any of the information is inside information for the purposes of the Criminal Justice Act 1993 or the Market Abuse Regulation (EU) No 596/2014 (as it forms part of assimilated law as defined in the EU (Withdrawal) Act 2018 in the United Kingdom), there are applicable restrictions in those enactments on dealing in securities and disclosing inside information.

4. **CONDITIONS AND TERMINATION**

4.1 This deed shall not oblige Intralot to announce the Acquisition. However, without prejudice to any accrued rights or liabilities, our Obligations shall terminate and be of no further force and effect on the occurrence of any of the following events:

4.1.1 the Offer Announcement is not released by 5.00 p.m. on 5 June 2026 (or such later date as Intralot and evoke may agree);

4.1.2. subject to the terms of the Co-operation Agreement, Intralot announces, before the Offer Document or Scheme Document is published, that it does not intend to proceed with the Acquisition and no new, revised or replacement Scheme (or Offer, as applicable) is announced by Intralot within five (5) Business Days of such announcement;

4.1.3. the Scheme (or Offer, as applicable) does not become effective prior to the Long-Stop Date (or such later date as Intralot and evoke may agree), is withdrawn or lapses in accordance with its terms, provided that this paragraph 4.1.3 shall not apply:

(a) where the Acquisition is withdrawn or lapses as a result of Intralot exercising its right to implement the Acquisition by way of an Offer rather than a Scheme;

(b) if the lapse or withdrawal occurs prior to the Court Meeting or General Meeting and is followed within five Business Days by an announcement under Rule 2.7 of the Code (as applied pursuant to the Co-operation Agreement) by Intralot (or a person acting in concert with it) to implement the Acquisition either by a new, revised or replacement scheme of arrangement pursuant to 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 apply); or

4.1.4. any competing offer for the issued and to be issued ordinary share capital of evoke is made which is declared wholly unconditional (if implemented by way of a takeover offer) or otherwise becomes effective (if implemented by way of a scheme of arrangement).

4.2. On termination of this deed we shall have no claim against Intralot and / or evoke and Intralot and / or evoke shall have no claim against us, save in respect of any prior breach thereof.

5. ENFORCEMENT

5.1. Governing law etc.

This deed and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with English law and we agree that the courts of England and Wales are to have exclusive jurisdiction to settle any disputes which may arise out of or in connection with this deed and that accordingly any proceedings arising out of or in connection with this deed shall be brought in such courts.

5.2. Specific performance

Without prejudice to any other rights or remedies which you may have, we acknowledge and agree that damages may not be an adequate remedy for any breach by us of any of our Obligations. You shall be entitled to the remedies of injunction, specific performance and other equitable relief for any threatened or actual breach of any such Obligation and no proof of special damages shall be necessary for the enforcement by you of your rights under this deed.

6. INTERPRETATION

6.1. Additional Terms

The Acquisition shall be subject to such additional terms and conditions as may be required to comply with Applicable Requirements (as defined below).

6.2. Time

Time shall be of the essence of the Obligations set out in this deed.

6.3. Procurement

References in this deed to an obligation on us to "procure" compliance by any person who is the registered holder of the Shares shall be interpreted as an obligation to take the reasonable steps in our control to ensure that the registered holder complies with the relevant instruction.

6.4. Whole agreement

This deed supersedes any previous written or oral agreement between us in relation to the matters dealt with in this deed and contains the whole agreement between us relating to the subject matter of this deed at the date of this deed to the exclusion of any terms implied by law which may be excluded by contract.

We acknowledge that we have not been induced to sign this deed by any representation, warranty or undertaking not expressly incorporated into it.

6.5. Severability

The invalidity, illegality or unenforceability of any provision of this deed shall not affect the continuation in force of the remainder of this deed.

6.6. Variation

No amendment or variation will be made to this deed unless signed in writing by the Offeror and us.

6.7. Meaning

In this deed:

6.7.1. references to:

-
- (a) the Acquisition shall include any extended, increased or revised offer or proposal by the Intralot, the terms of which are, in the opinion of the Intralot's Financial Advisers (acting reasonably), at least as favourable to shareholders of evoque as the original Acquisition;
 - (b) the Scheme becoming effective shall be read as references to the Offer becoming or being declared unconditional; and
 - (c) the Scheme lapsing or being withdrawn shall be read as references to the closing or lapsing of the Offer;
 - (d) "**Applicable Requirements**" mean the requirements of, any applicable law, the Gibraltar Companies Act 2014 or the requirements of any other relevant regulatory authority;
 - (e) "**Business Day**" is to a day (other than Saturdays, Sundays and public holidays in the UK) on which banks are open for business in London, Gibraltar and Athens.
 - (f) the "**Code**" are to the UK City Code on Takeovers and Mergers;
 - (g) the "**Obligations**" are to our undertakings, agreements, warranties, appointments, consents and waivers set out in this deed;
 - (h) "**Offer**" means:
 - i. an offer by Intralot or any subsidiary of Intralot for the entire issued and to be issued ordinary share capital of evoque by way of a takeover offer to which the compulsory acquisition provisions in Part XA (including s.352A) of the Gibraltar Companies Act 2014 apply; and
 - ii. shall include any new, extended, increased or revised offer by Intralot for the Acquisition of evoque, the terms of which in the opinion of Intralot's Financial Advisers (acting reasonable) are at least as favourable to shareholders of evoque as the terms set out in the Offer Announcement;
 - (i) "**Intralot's Financial Advisers**" are to each of Jefferies International Limited and Deutsche Bank AG; and
 - (j) references to a "**Scheme**" means the proposed acquisition by Intralot of the entire issued or to be issued ordinary share capital of evoque by way of a scheme of arrangement (under Part VIII of the Gibraltar Companies Act 2014), substantially on the terms and subject to the conditions which are set out in the Offer Announcement.

7. THIRD PARTY RIGHTS

Other than us and/or Intralot / evoque, no other person has a right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this deed but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

In Witness whereof this deed has been duly executed and delivered as a deed on the date above mentioned.

**EXECUTED as a DEED by
PE SUB HOLDINGS, LLC**

Craig Eaton

(PRINT NAME)

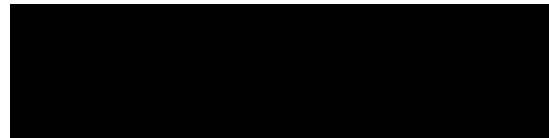
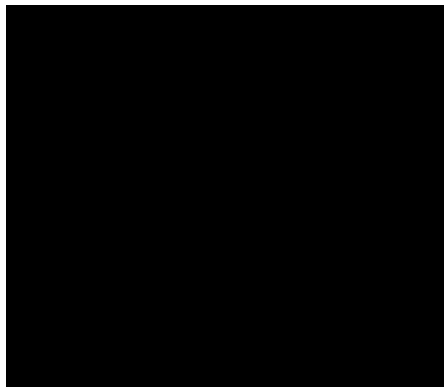


(SIGNATURE)

in the presence of:

Name:

Address:



(SIGNATURE OF WITNESS)

Appendix 1

Shares to which this deed relates

The following represent our current holdings in the Company.

Number of Shares	Registered holder and address	Beneficial owner and address
654,802,113	PE Sub Holdings, LLC The Corporation Trust Company, 1209 Orange Street, Wilmington, DE 19801, USA	PE Sub Holdings, LLC The Corporation Trust Company, 1209 Orange Street, Wilmington, DE 19801, USA
