

AGREEMENT GOVERNING THE EXCHANGE OF COMPETITIVELY SENSITIVE INFORMATION THROUGH A CLEAN TEAM

This Agreement for Governing the Exchange of Competitively Sensitive Information through a Clean Team (the “**Agreement**”) is entered into on 12 March 2026 by and between:

- (1) William Hill Organization Limited, a company incorporated in England and Wales with company number 00278208 and whose registered office is at 1 Bedford Avenue, London, WC1B 3AU (“**evoke**”); and
- (2) Intralot Holdings UK Ltd, incorporated in England and Wales with company number 16579703 and whose registered office is at 3rd Floor, 1 Ashley Road, Altrincham, Cheshire WA14 2DT (the “**Bidder**”).

Evoke and the Bidder are together referred to as the “**Parties**” and individually as a “**Party**”.

1. INTRODUCTION

- 1.1 Evoke and the Bidder are in discussions over a possible acquisition of evoke Plc, a company registered in Gibraltar with its registered office at Suite 601/701 Europort, Europort Road, Gibraltar, GX11 1AA (“**evoke Plc**”) or any of its Group Companies (the “**Proposed Transaction**”).
- 1.2 The Parties have entered into a non-disclosure agreement dated 8 December 2025 (the “**NDA**”). If there is any conflict between this Agreement and the NDA in respect of Competitively Sensitive Information (as defined below), this Agreement shall prevail.
- 1.3 The Parties recognise that the Bidder will need access to information of the Target Group to carry out commercial due diligence in order to evaluate the Proposed Transaction; obtain any merger control clearances, including preparing filings (if relevant); and plan for an efficient transition following completion of the Proposed Transaction.
- 1.4 As some of the information that may need to be accessed for these purposes is competitively sensitive, a Clean Team (as defined in Clause 2 below) will be created for the purposes of accessing Competitively Sensitive Information (as defined in Clause 2 below) during this period of time.
- 1.5 Competition law requires evoke and the Bidder remain and continue to operate as separate entities until the Proposed Transaction closes (in the event that the bid is successful), and the safeguards regarding the exchange of Competitively Sensitive Information, as set out in this Agreement, must be followed at all times until specified under this Agreement.

2. DEFINITIONS

The following definitions apply for the purposes of this Agreement:

“**Bidder Group**” means the Bidder and any subsidiary or parent undertakings of the Bidder at the date of this Agreement.

“**Bidder Group Company**” means a member of the Bidder Group.

“**Clean Team**” means the limited group of employees, officers or directors of the Bidder listed in Annex 1 to this Agreement (as updated from time to time, in accordance with Clause 3.6), none of whom are involved in Strategic Decisions, who are able to access Competitively Sensitive Information via the strict procedure outlined in this Agreement.

“Clean Team Contact” means any of the individuals listed at Clause 3.12, as updated from time to time in accordance with Clause 3.13.

“Clean Team VDR Folder” means the folder(s) in the virtual data room established by evoke containing Competitively Sensitive Information, which is accessible to Clean Team members and external professional advisers only.

“Competitively Sensitive Information” means confidential information relating to the current or future commercial strategy of evoke or any Target Group Company that might be expected to influence the commercial strategy of the Bidder, or any Bidder Group Company, to the extent that such information relates to products and / or services in which on the one hand the Bidder or any Bidder Group Company, and on the other hand evoke or any Target Group Company, compete against each other (**“Overlap Products”**). For the purposes of this Agreement, Competitively Sensitive Information will include, without being limited to, the following information relating to Overlap Products:

- (a) Key commercial terms of supply contracts, procurement contracts or other major agreements including the terms of current or proposed future agreements;
- (b) Non-public current and future strategic plans, including relevant forward-looking research and marketing plans;
- (c) Current or future (non-public) price (including price-related terms such as discounts, rebates, betting odds, commissions, promotions, etc.), margin and / or other financial information including information on recent awards / lost orders / current projects (including revenue / contract value / selling price; margins); and
- (d) Specific (non-aggregated) current or future costs relating to individual projects, including costs of inputs, suppliers and facilities, as well as details of current wage or salary information; and

“NDA” has the meaning given in Clause 1.2.

“Overlap Products” has the meaning given in Clause 2 (in the definition of “Competitively Sensitive Information”).

“Proposed Transaction” has the meaning given in Clause 1.1.

“Strategic Decisions” has the meaning given in Clause 3.4.

“Target Group” means evoke plc and its subsidiaries and subsidiary undertakings.

“Target Group Company” means a member of the Target Group.

3. COMPETITIVELY SENSITIVE INFORMATION

3.1 In addition to complying with the provisions of the NDA, the Bidder will keep all Competitively Sensitive Information strictly confidential, make any disclosures only in accordance with the terms of this Agreement, and will not use the information for any purpose (including, but not limited to, any competitive or commercial purpose), other than those set out at Clause 3.2.

3.2 Competitively Sensitive Information will be disclosed only so far as is reasonably necessary, for the purpose of:

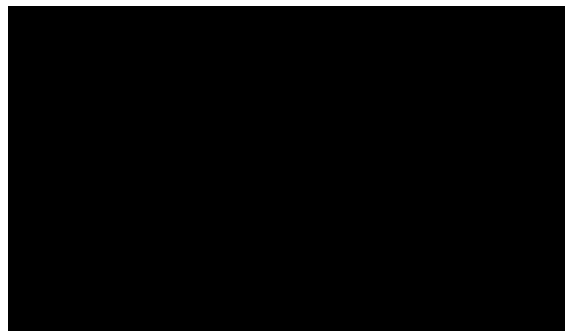
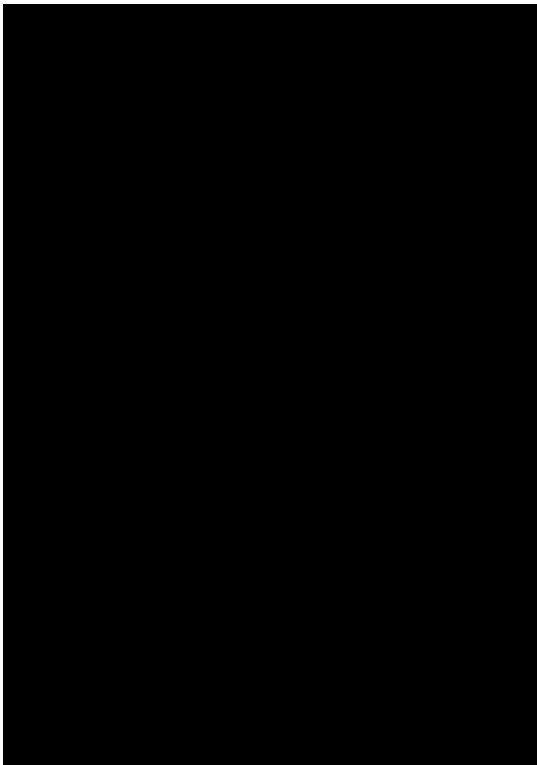
3.2.1 undertaking commercial due diligence in order to evaluate the Proposed Transaction;

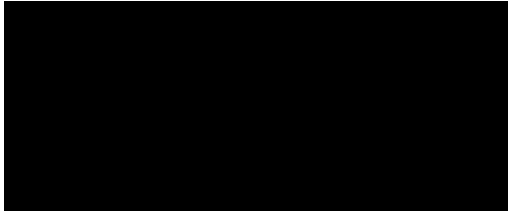
- 3.2.2 evaluating the synergies expected to result from the Proposed Transaction;
 - 3.2.3 planning the Proposed Transaction and integration process; or
 - 3.2.4 undertaking the antitrust and / or regulatory analysis and / or the preparation of filings or subsequent communication with any relevant antitrust and / or regulatory authority as required or agreed by the Parties in the context of the Proposed Transaction.
- 3.3 The Bidder will ensure that any Competitively Sensitive Information is received by and made available only to:
- 3.3.1 the employees, officers or directors who are part of the Bidder's Clean Team (set out in, as updated from time to time, in accordance with Clause 3.6); and
 - 3.3.2 external professional advisers appointed by the Bidder in connection with the Proposed Transaction (e.g. independent accountants, lawyers, economists, financial advisers, and other outside consultants).
- 3.4 The Bidder will ensure that its Clean Team does not contain any persons who are involved on a day-to-day basis in the commercial and strategic decision-making relating to the Overlap Products ("**Strategic Decisions**"). The Bidder will ensure that its Clean Team does not contain any persons involved in Strategic Decisions from the time a person first joins the Clean Team until the earlier of:
- 3.4.1 completion of the Proposed Transaction; or
 - 3.4.2 12 months from the date on which the Proposed Transaction is abandoned; or
 - 3.4.3 12 months from the date on which the individual ceases to be a member of the Clean Team and has their access to the Clean Team VDR Folder terminated.
- 3.5 The Bidder will ensure that Clean Team members are made aware of the terms of, and their obligations under, this Agreement prior to receiving any Competitively Sensitive Information. The Bidder shall procure that each Clean Team member complies with the terms of this Agreement and the Bidder shall be responsible for any breach of this Agreement by the Clean Team members as if the breach had been committed by the Bidder itself.
- 3.6 The Bidder is entitled to add to and / or substitute its Clean Team members at any time, subject to receiving written consent from a Clean Team Contact of evoke (such consent not to be unreasonably withheld).
- 3.7 evoke will keep an accurate record of all Competitively Sensitive Information provided to the Bidder in the context of the Proposed Transaction and the date and circumstances of such disclosure (e.g. through data room disclosure, correspondence, meetings, conference calls etc.).
- 3.8 Competitively Sensitive Information may be exchanged or discussed between Clean Team members, but only where necessary for the purposes set out in paragraph 3.2. The Bidder will ensure that Competitively Sensitive Information is not passed to other persons or entities, outside of the Clean Team and / or the Bidder's external professional advisers, and that the information is kept separate from other documents and records of the Bidder and that adequate security measures are established and maintained to safeguard the Competitively Sensitive Information from unauthorised access or use (for example through the use of IT information barriers).
- 3.9 The Clean Team and / or the Bidder's external professional advisers may report to the Bidder any conclusions / findings arising from their review of such information as is reasonably

required for the purposes stated in Clause 3.2, provided that any Competitively Sensitive Information has been omitted, redacted, aggregated, anonymised or otherwise sufficiently masked. The Clean Team and / or the Bidder's external professional advisers may also provide a summary of the Competitively Sensitive Information, provided that this summary is in a form that no longer constitutes or reveals (including through reverse engineering) Competitively Sensitive Information (e.g. because the information has been sufficiently aggregated and / or anonymised).

- 3.10 No member of the Clean Team and / or the Bidder's external professional advisers will copy or reproduce in whole or in part any of the Competitively Sensitive Information without the express consent of evoke, unless this is done for any of the purposes set out in Clause 3.2 and subject to Clause 3.8.
- 3.11 If the Bidder, including its Clean Team members, and / or its external professional advisers are required by any law, rule or regulation or requested by any court, legislative or administrative body, stock exchange rules or regulations or listing requirement to disclose any Competitively Sensitive Information, then Clause 3.2 of the NDA shall apply *mutatis mutandis*.
- 3.12 All requests for information, clarification or advice to or from the Clean Team will be managed by the Parties' respective Clean Team Contacts.

The Clean Team Contacts for Bidder are:

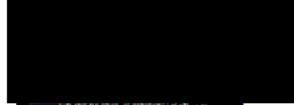




- 3.13 The Bidder may replace and / or specify additional Clean Team Contacts from time to time. Any change by the Bidder of its Clean Team Contacts will be communicated in writing to evoke's Clean Team Contacts.
- 3.14 In the event of discussions concerning the Proposed Transaction terminating and / or the Proposed Transaction not completing, evoke may request that the Bidder takes the following actions (in which case the Bidder will comply with such request):
- 3.14.1 all Competitively Sensitive Information will be returned to the provider or destroyed according to the terms set out in the NDA, unless and to the extent that retention is permitted under Clause 5.2 of the NDA; and
- 3.14.2 the obligations set out under this Agreement will continue in full force until the date that is 12 months after termination of discussions or negotiations.
- 3.15 This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument.
- 3.16 The rights and remedies of the Parties under this Agreement are cumulative and not exclusive of any rights or remedies provided by law.
- 3.17 The obligations imposed on the Bidder by this Agreement may be relied upon and enforced by evoke or any affiliate of evoke to the same extent as if they were a party to this Agreement. Other than evoke or any affiliate of evoke, a person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of, or enjoy any benefit under, this Agreement.
- 3.18 The rights of evoke under this Agreement may be assigned or transferred in whole or in part to any of evoke's affiliates or any third party which may acquire a direct interest in a Target Group Company and such entity may enforce this Agreement to the same extent and in the same manner as evoke can enforce it.
- 3.19 No failure or delay by the Parties or evoke or any of evoke's affiliates in exercising any right or remedy under this Agreement will impair such right or remedy or operate or be construed as a waiver or variation of it or preclude its exercise at any subsequent time. No single or partial exercise of any such right or remedy will prevent any further exercise of it or the exercise of any other remedy.
- 3.20 Any waiver of a breach of this Agreement will not constitute a waiver of any subsequent breach.
- 3.21 The Parties acknowledge and agree that a breach of the provisions of this Agreement would cause the Parties to suffer irreparable damage that could not be adequately remedied by an action at law. Accordingly, each Party agrees that the other Party is entitled to specific performance of the provisions of this Agreement to enjoin a breach or attempted breach of the provisions thereof and to any other remedy, including, inter alia, damages and injunction relief, awarded by a court of competent jurisdiction as set out in Clause 3.22.
- 3.22 This Agreement, and any non-contractual or other obligations arising out of or in connection with it, will be governed by, and construed in accordance with, the laws of England and Wales.

In the event of any litigation arising under this Agreement or in relation to any non-contractual or other obligations arising out of or in connection with this Agreement, the Parties agree to submit to the exclusive jurisdiction of the courts of England and Wales.

In witness whereof this Agreement has been duly executed on the date first set out above:



Name: Sean Wilkins

Title: CFO

For and on behalf of William Hill Organization
Limited

11 March 2026

Name:

Title:

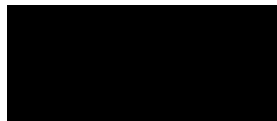
For and on behalf of Intralot Holdings UK Ltd

Dated:

In the event of any litigation arising under this Agreement or in relation to any non-contractual or other obligations arising out of or in connection with this Agreement, the Parties agree to submit to the exclusive jurisdiction of the courts of England and Wales.

In witness whereof this Agreement has been duly executed on the date first set out above:

Name:
Title:
For and on behalf of William Hill Organization
Limited



Name: Matt Hill
Title: Director
For and on behalf of Intralot Holdings UK Ltd

Dated: 12 March 2026

