

DEED OF IRREVOCABLE UNDERTAKING

To: Bally's Intralot S.A. (the "**Offeror**")
Bally's Intralot Jersey Securities Limited

5 June _____ 2026

Dear Sirs / Madam,

Acquisition of evoke plc (the "Company")

1. BACKGROUND

I, the undersigned, understand that the Offeror 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 the Offeror and the Company) in respect of the entire issued and to be issued ordinary share capital of the Company (the "**Acquisition**") substantially on the terms and subject to the conditions set out in the draft offer announcement provided to me (subject to such modifications as may be agreed by the Offeror and the Company) (the "**Offer Announcement**"). Capitalised terms not otherwise defined in this deed shall have the meanings given to them in the Offer Announcement.

I understand that the Acquisition is expected to be implemented by way of a Scheme (as defined in paragraph 6.7 below) but that the Offeror is entitled, subject to the terms of the Co-operation Agreement to be entered into by the Offeror and the Company 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) I confirm and warrant that:

- (i) I am 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 the Company set out in the first column of the table at Part A of Appendix 1 to this deed (the "**Owned Shares**") and I hold the Owned Shares free of any encumbrances or third party rights of any kind whatsoever; and
- (ii) I have been granted options and awards over shares in the Company under the Company's Share Plans as set out in Part B of the table at Appendix 1 to this deed (the "**Existing Awards**"), the Existing Awards are still subsisting and I am beneficially entitled to the Existing Awards.

(b) In this undertaking:

"**New Shares**" means any further shares of the Company of which I 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 I warrant and undertake to the Offeror that:

- (a) the Owned Shares include all the shares and other securities in the Company registered in my name or beneficially owned by me or in respect of which I am interested (as defined in the Code) or which I am otherwise able to control the exercise of rights attaching to them;
- (b) other than as set out in Appendix 1 to this deed, I do not, and nor do any of my spouse, minor children or my related trusts, have any interest (as defined in the Code) in any securities of the Company, or any rights to subscribe for, purchase or otherwise acquire any such securities;
- (c) the Shares shall be transferred pursuant to the Acquisition free from all charges, liens and encumbrances and with all rights now or hereafter attaching to them, including the right to all dividends declared, made or paid hereafter (other than as provided by the terms of the Acquisition, if applicable);
- (d) I have full power and authority to enter into this deed and perform my obligations under this deed in accordance with its terms (including to accede to the Acquisition or to undertake the same (in relation to any Shares of which I am not both registered holder and beneficial owner) in respect of all the Shares); and
- (e) I shall promptly notify the Offeror in writing of any change to or inaccuracy in any information supplied, or representation or warranty given, by me under this deed, following me becoming or being made aware of any such change or inaccuracy.

2.3 Undertaking to vote in favour/accept the Offer

2.3.1. If the Acquisition is implemented by way of a Scheme, I shall:

- (a) exercise, or where applicable, procure the exercise of, all votes (whether on a show of hands or a poll and whether in person or by proxy) in relation to the Shares at:
 - (i) the meeting of the Company's shareholders convened by order of the Supreme Court of Gibraltar (including any meeting re-convened following an adjournment thereof) in connection with the Scheme and/or the Acquisition (the "**Court Meeting**"); and
 - (ii) any general meeting of the Company's shareholders (including any meeting re-convened following an adjournment thereof) to be convened in connection with the Scheme and/or the Acquisition (the "**GM**"),

in favour of all resolutions (whether or not amended) to approve or give effect to the Scheme and/or the Acquisition, and any related matters (the "**Resolutions**"), including the resolutions as set out in the notices of meeting in the circular to be sent to shareholders of the Company containing, amongst other things, an explanatory statement in respect of the Scheme (the "**Scheme Document**") and against any proposal to adjourn the Court Meeting or the GM or to amend the Scheme (other than with the Offeror's prior consent); and

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- (b) after the despatch of the Scheme Document to the Company's shareholders (and without prejudice to my right to attend and vote in person at the Court Meeting and the GM in accordance with paragraph 2.3.1.(a) above):
- (i) as soon as possible and in any event within ten (10) Business Days after the date of despatch of the Scheme Document (or, in the case of any Shares acquired by me after such date, within five (5) Business Days of becoming the registered holder of such Shares):
- (1) in respect of any Shares held in certificated form, to return or procure the return of the signed forms of proxy enclosed with the Scheme Document (validly completed, signed and voting in favour of the Scheme and the Resolutions), or otherwise submit proxy instructions electronically, appointing any person nominated by the Offeror to attend and vote at any GM or Court Meeting in respect of the Resolutions in accordance with the instructions printed on the forms of proxy; and
- (2) in respect of any Shares held in uncertificated form, to instruct, or procure that my nominee, broker or custodian instructs, any relevant CREST sponsor to complete and transmit CREST proxy instructions (voting in favour of the Scheme and the Resolutions) in accordance with the instructions set out in the Scheme Document;
- (ii) not revoke, amend or withdraw any of the forms of proxy or proxy instruction once they have been returned in accordance with paragraph 2.3.1(b)(i)(1) or the CREST proxy instructions once transmitted in accordance with paragraph 2.3.1(b)(i)(2) (or procure or permit any of the foregoing), and shall not (without the Offeror's prior written consent) submit any new form of proxy or other proxy instructions, in each case either in writing or by attendance at any GM or Court Meeting or otherwise.

2.3.2. I acknowledge that the Offeror shall have the right and may elect at any time (subject to the terms of the Co-operation Agreement and whether or not the Scheme Document has then been despatched) to implement the Acquisition by way of an Offer, as opposed to by way of a Scheme, provided that such Offer is made on terms which are, in the opinion of the Offeror's Financial Advisers (acting reasonably), at least as favourable to shareholders of the Company as the terms of the Scheme.

2.3.3. If such an Offer is made by the Offeror, I undertake and warrant that any Obligations shall apply mutatis mutandis to such Offer and, in particular:

- (a) I undertake to accept, or procure the acceptance of, the Offer in respect of the Shares;
- (b) I agree to fulfil this undertaking, in respect of the Shares by not later than 5:00 p.m. on the tenth (10th) Business Day after the date of despatch to shareholders of the Company of the formal document containing the Offer (the "**Offer Document**") (or, in respect of any Shares acquired by me after the publication of the Offer Document, within five (5) Business Days of such acquisition) or such shorter period as may be agreed between the Company and the Offeror to be the last date for satisfaction of the acceptance

condition under the timetable for the Offer to apply following the election of the Offeror to implement the Acquisition by way of Offer, by either:

- (i) in respect of any Shares held in certificated form, returning to you, or procuring the return to you, or as you may direct, duly completed and signed form(s) of acceptance relating to the Offer and I also agree to forward, or procure to be forwarded, with such form(s) of acceptance the share certificate(s) or other document(s) of title in respect of the relevant Shares;
 - (ii) in respect of any Shares held in uncertificated form, sending (or procuring that any CREST sponsor sends) to Euroclear UK & International Limited the relevant instruction accepting the Offer (in accordance with the procedures described in the Offer Document) in respect of the relevant Shares; or
 - (iii) taking such other steps as may be set out in the Offer Document to effect the acceptance of the Offer and transfer to you of the Shares; and
- (c) I undertake that, notwithstanding any terms of the Offer regarding withdrawal, I will not withdraw any such acceptance(s).

2.3.4. If so required by the Offeror, I undertake to execute or procure the execution of all such other documents and do all such things as may be necessary to give the Offeror the full benefit of the undertakings set out in this deed.

2.4 Dealings with Shares

I agree that I shall (in my capacity as a shareholder in the Company), and shall procure that any person holding the Shares shall:

- 2.4.1. except pursuant to the Acquisition, not sell, transfer, dispose of, charge, pledge or otherwise encumber or grant any option or other right over or otherwise deal in any of the Shares or any interest in them, or accept any other offer or transaction or give any undertaking to accept any other offer or transaction in respect of all or any of the Shares (whether conditionally or unconditionally);
- 2.4.2. not acquire or otherwise deal or undertake any dealing (as defined in the Code) in any shares or other relevant securities (as defined in the Code) of the Company or any interest (as defined in the Code) in any such shares or securities without the prior written consent of the Offeror;
- 2.4.3. exercise any voting rights attaching to the Shares to vote against any resolution to approve any scheme of arrangement or other transaction which is proposed in competition with or which would, or would be reasonably likely to, otherwise frustrate, impede, or delay the Acquisition or any part thereof;
- 2.4.4. not accept, in respect of any of the Shares, any offer or other transaction made in competition with, or which would, or would be reasonably likely to, otherwise frustrate, impede or delay the Acquisition or any part thereof;
- 2.4.5. not express our support 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) for any actual or proposed competing offer, scheme of arrangement or other transaction which might otherwise frustrate the Acquisition or any part thereof;

2.4.6. exercise (or, where relevant, procure the exercise of) all voting rights attaching to the Shares in favour of:

- (a) a resolution (whether or not amended) proposed at a general or class meeting of the Company, or at an adjourned meeting, the passing of which is required to implement the Acquisition; and
- (b) a resolution to amend a resolution falling within paragraph 2.4.6(a) the passing of which is required to implement the Acquisition;

2.4.7. not, without the consent of the Offeror, convene or requisition, or join in convening or requisitioning, any general or class meeting of the Company;

2.4.8. other than pursuant to this deed, not enter into any agreement or arrangement or allow to arise any obligation with any person or express 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) my intention, whether conditionally or unconditionally:

- (a) to do any of the acts prohibited by paragraphs 2.4.1 to 2.4.7 inclusive; or
- (b) which would reasonably be considered to restrict or impede my ability to comply with paragraphs 2.3 and 2.4.1 to 2.4.7 inclusive,

and references in this paragraph 2.4.8 to any agreement, arrangement or obligation or expression of intention shall include any such agreement, arrangement or obligation or expression of intention whether or not subject to any conditions or which is to take effect upon or following the closing of the Offer (or, if applicable, the Scheme becoming effective) or lapsing or being withdrawn or upon or following this undertaking ceasing to be binding or upon or following any other event.

2.5 Share Plans

Paragraph 2.4 above shall not restrict me (if and to the extent permitted under the Company's Share Plans) from:

2.5.1. exercising any awards or options under the Company's Share Plans;

2.5.2. acquiring further options, awards, or Shares under the Company's Share Plans;

2.5.3. selling, transferring or otherwise disposing of such number of Shares (or interests in Shares) as may be required to cover my liability for (a) income tax and national insurance or other employee social security contributions; (b) if required, any exercise price payable; and (c) any associated dealing costs or fees, in each case arising as a result of or otherwise in respect of the grant, vesting or exercise of any Existing Awards pursuant to any of the Company's Share Plans;

2.5.4. transferring some or all of the legal title to my Shares acquired under the Company's Share Plans to a nominee, trust or similar arrangement in connection with the ordinary course operation of the Company's Share Plans (including, for the avoidance of doubt, with any holding requirements related to the Company's share incentive plans), provided that I retain beneficial title in all such Shares; or

2.5.5. selling, transferring or otherwise disposing of Shares to the extent required as part of my bona fide tax planning, and provided always that prior to any such disposal the intended transferee

or beneficiary of any transferee executes and delivers to the Offeror an undertaking on terms no less favourable to the Offeror than the terms set out herein.

3. PUBLICITY AND DOCUMENTATION

3.1 I 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 the Offeror in connection with the Acquisition containing references to me 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 I shall (without any obligation to expend any money on my part) give the Company and the Offeror all information and any assistance in relation to this letter in each case as the Company may reasonably require for the preparation of any and all documentation in connection with the Scheme, and all related and ancillary documents in order to comply with the requirements of the Financial Conduct Authority or the London Stock Exchange and any other legal or regulatory requirement or body and shall immediately notify the Company and the Offeror in writing of any material change in the accuracy or import of any information previously supplied to the Company and the Offeror by me.

3.3 I understand that the information provided to me 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; provided that I may disclose the same to the Company's advisers, in which case I shall procure that they observe confidentiality on the same terms. I acknowledge that I am 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 the Offeror to announce the Acquisition. However, without prejudice to any accrued rights or liabilities, my Obligations shall terminate and be of no further force and effect on the occurrence of any of the following events:

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

(b) the Offeror 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 the Offeror within five (5) Business Days of such announcement;

(c) the Scheme (or Offer, as applicable) does not become effective prior to the Long-Stop Date (or such later date as the Company and the Offeror may agree), is withdrawn or lapses in accordance with its terms, provided that this paragraph 4.1(c) shall not apply:

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- (i) where the Acquisition is withdrawn or lapses as a result of the Offeror exercising its right to implement the Acquisition by way of an Offer rather than a Scheme; or
 - (ii) if the lapse or withdrawal occurs prior to the Court Meeting or GM 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 the Offeror (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
 - (d) any competing offer for the issued and to be issued ordinary share capital of the Company 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 I shall have no claim against the Offeror and the Offeror shall have no claim against me, 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 I 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, I acknowledge and agree that damages may not be an adequate remedy for any breach by me of any of my 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. Unconditional and irrevocable obligations

Except to the extent otherwise specified, the Obligations set out in this deed are unconditional and irrevocable.

6.3. Time

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

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.

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 me.

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 Offeror, the terms of which are, in the opinion of the Offeror's Financial Advisers (acting reasonably), at least as favourable to shareholders of the Company 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) a "**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 my undertakings, agreements, warranties, appointments, consents and waivers set out in this deed;

6.7.2. references to an "**Offer**":

- (a) mean an offer by the Offeror or any subsidiary of the Offeror for the entire issued and to be issued ordinary share capital of the Company 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
- (b) shall include any new, renewed, extended, increased or revised offer by the Offeror for the acquisition of the Company, the terms of which in the opinion of the Offeror's Financial Advisers (acting reasonably) are at least as favourable to shareholders of the Company as the terms set out in the Offer Announcement;

6.7.3. references to the "**Offeror's Financial Advisers**" are to each of Jefferies International Limited and Deutsche Bank AG;

6.7.4. references to a "**Scheme**":

- (a) means the proposed acquisition by the Offeror of the entire issued or to be issued ordinary share capital of the Company 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; and
- (b) shall include any new, renewed, extended, increased or revised proposal by the Offeror for the acquisition of the Company, the terms of which in the opinion of the Offeror's Financial Advisers (acting reasonably) are at least as favourable to shareholders of the Company as the terms set out in the Offer Announcement; and

6.7.5. references to the "**Share Plans**" means:

- (a) means the 888 Long Term Incentive Plan 2015 (as amended and restated on 7 March 2019); and
- (b) the 888 Holdings plc Long Term Incentive Plan.

7. POWER OF ATTORNEY

7.1. In order to secure the performance of my obligations under this undertaking, I hereby appoint any director of the Offeror as my attorney if I fail to comply with any of my obligations under paragraph 2, in my name and on my behalf to do all things and to execute all deeds and other documents as may be necessary or desirable to give effect to this undertaking, including by voting in favour of the Acquisition.

7.2. I agree that this power of attorney is given by way of security and is irrevocable in accordance with section 4 of the Powers of Attorney Act 1971 until this undertaking lapses.

8. PERSONAL REPRESENTATIVES

This deed shall be personal to me and shall not bind my estate or personal representatives.

9. THIRD PARTY RIGHTS

Other than me and/or the Offeror, 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.

10. GENERAL

Nothing in this deed shall constitute an obligation for me, in my capacity as director of the Company, to take any action which is not permitted by Practice Statement No. 29 issued by the Panel with respect to Rule 21.2 of the Code. The Offeror recognises that, in my capacity as a director of the Company, I owe fiduciary duties to the Company (the "**Legal Duties**") and accordingly, in my capacity as director, nothing in this deed will require or oblige me to do or refrain from doing any act or thing which would have the effect of contravening those Legal Duties, provided however that in all cases I shall remain bound in my personal capacity to the terms of this deed.

11. CUSTOMER RELATIONSHIP

I confirm and accept that Offeror's Financial Advisers are not acting for me as a client or customer in relation to the Acquisition and that the Offeror's Financial Advisers are acting for the Offeror in connection with the Acquisition and shall not be responsible to me for providing protections afforded to their clients or advising me on any matter relating to the Acquisition.

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

EXECUTED as a DEED by ORI SHAKED

.....
Ori Shaked

in the presence of:

Name:
(BLOCK CAPITALS)

Address:
.....

.....
(SIGNATURE OF WITNESS)

Appendix 1

Shares to which this deed relates

The following represent my current holdings in the Company, as well as those of my spouse, minor children or any related trusts.

Part A

| Number of Shares | Registered holder and address | Beneficial owner and address |
|------------------|-------------------------------|------------------------------|
| 672,882 | Ori Shaked [REDACTED] | Ori Shaked [REDACTED] |

Part B

| Number of Shares subject to Existing Award | Share Plan | Type of Award | Grant Date |
|--|------------|---------------|------------|
| N/A | N/A | N/A | N/A |