

## DEED OF IRREVOCABLE UNDERTAKING

To: Bally's Intralot S.A. (the "**Bidder**")  
19<sup>th</sup> km Markopoulou Avenue.,  
Peania, Attica 19002,  
Greece

5 June 2026

Dear Sirs and Madams,

### Re: Proposed acquisition of evoke plc (the "**Company**")

I, the undersigned, understand that the Bidder intends to announce a firm intention to make an offer to acquire 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 us (subject to such modifications as may be agreed by the Bidder and the Company) (the "**Firm Offer Announcement**"). Capitalised terms not otherwise defined in this letter shall have the meanings given to them in the Firm Offer Announcement.

I understand that the Acquisition is expected to be implemented by way of a scheme of arrangement under Part VIII of the Gibraltar Companies Act 2014 (the "**Scheme**") but that the Bidder is entitled, subject to the terms of the cooperation agreement to be entered into by the Bidder and the Company on or around the date of this letter (the "**Cooperation Agreement**"), to implement the Acquisition by way of an Offer.

This letter (which has been executed by us as a deed poll) sets out the terms and conditions on which I will vote in favour of the Scheme or accept the Offer, as applicable.

### 1. WARRANTIES AND UNDERTAKINGS

1.1 I warrant to the Bidder that:

- (a) I am the registered holder and beneficial owner of 86,283,534 of ordinary shares in the capital of the Company (the "**Evoke Shares**") and that I hold these free of any lien, charge, option, equity or encumbrance and I have no other interests in the shares or securities of the Company;
- (b) I have no options, warrants or convertible securities in respect of ordinary shares in the Company of which I am the registered holder or the beneficial owner or which I am otherwise interested; and
- (c) I shall promptly notify the Bidder in writing of any change to or inaccuracy in any information supplied, or representation or warranty given, by me under this letter, following my becoming or being made aware of any such change or inaccuracy.

1.2 I hereby irrevocably undertake to the Bidder not to:

- (a) sell, transfer, charge, encumber, grant any option over or otherwise dispose of, or permit any of the foregoing in relation to, any Evoke Shares or any other shares or securities in the Company issued or unconditionally allotted to me or otherwise acquired by me prior to the completion of the Acquisition ("**Further Evoke Shares**" and, together with the Evoke Shares, the "**Relevant Evoke Shares**") other than pursuant to a Permitted Transfer; or

- (b) enter into any agreement or arrangement or permit any agreement or arrangement to be entered into or incur any obligation or permit any obligation to arise:
  - (i) to do any of the acts referred to in paragraph 1.2(a) other than pursuant to a Permitted Transfer;
  - (ii) in relation to, or operating by reference to, the Relevant Evoke Shares; or
  - (iii) which, in relation to the Relevant Evoke Shares, would or might restrict or impede me voting in favour of the Acquisition,

and, for the avoidance of doubt, references in this paragraph 1.2(b) to any agreement, arrangement or obligation includes any agreement, arrangement or obligation whether or not legally binding or subject to any condition or if this undertaking ceases to be binding.

1.3 For the purposes of paragraph 1.2 above, for a transfer to be deemed a “**Permitted Transfer**”, each of the following requirements must be complied with:

- (a) all Relevant Evoke Shares must be transferred to a single transferee;
- (b) the transfer must be made to a Permitted Transferee; and
- (c) with effect no later than the time of transfer, the Permitted Transferee must execute a deed of irrevocable undertaking in substantially the same form as this deed in favour of the Bidder; and

1.4 For the purposes of paragraph 1.3 above:

- (a) a “**Family Member**” means any of (i) my spouse; or (ii) my children, parents, brothers, sisters, grandchildren and grandparents, and those of my spouse; or (iii) the spouse, civil partner or cohabitant of any person described in (ii);
- (b) a “**Family Trust**” means 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 Dalia Shaked or any of her Family Members and under which no power of control over the voting rights conferred by any of the Relevant Evoke Shares are capable of being exercised by, or being subject to the consent of, any person other than the trustees or Dalia Shaked or any of her Family Members; and
- (c) a “**Permitted Transferee**” means a Family Member or a trustee under a Family Trust.

1.5 I warrant to the Bidder that I have full power and authority to enter into and perform any obligation under this letter.

#### **Undertakings with respect to the Scheme**

1.6 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 Relevant Evoke 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 reconvened 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

- (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 0(a) above):

- (i) as soon as possible and in any event within 10 Business Days after the date of despatch of the Scheme Document (or, in the case of any Further Evoke Shares acquired by me after such date, within 5 Business Days of becoming the registered holder of such Further Evoke Shares):

- (A) in respect of any Relevant Evoke 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 Bidder 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

- (B) in respect of any Relevant Evoke 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 instructions once they have been returned in accordance with paragraph 0(b)(i), and shall not (without the Bidder's prior written consent) submit any new form of proxy or other proxy instructions, in each case either in writing or by attendance at the Court Meeting or GM or otherwise; and

- (c) not, and shall not take any action with the intention to convene, requisition or join the requisition of any general meeting of the Company or propose any resolution or amendment to any resolution at the Court Meeting or the GM, which, in each case, may have the effect of materially modifying the Acquisition, preventing, impeding, materially delaying or materially prejudicing completion of the Acquisition or the Company's participation in the Acquisition.

#### **Undertakings with respect to an Offer**

- 1.7 I acknowledge that the Bidder shall have the right and may elect at any time (subject to the terms of the Cooperation 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.
- 1.8 If such an Offer is made by the Bidder, and provided such Offer is recommended by the board of directors of the Company:

- (a) I undertake to accept, or procure the acceptance of, the Offer in respect of the Relevant Evoke Shares;
- (b) I agree to fulfil this undertaking, in respect of the Relevant Evoke Shares by not later than 5.00 p.m. on the 10<sup>th</sup> 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 Further Evoke Shares acquired by me after the publication of the Offer Document, within 5 Business Days of such acquisition) or such shorter period as may be agreed between the Company and the Bidder to be the last date for satisfaction of the acceptance condition under the timetable for the Offer to apply following the election of the Bidder to implement the Acquisition by way of Offer, by either:
  - (i) in respect of any Relevant Evoke 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 such Relevant Evoke Shares;
  - (ii) in respect of any Relevant Evoke 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 such Relevant Evoke 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 Relevant Evoke Shares; and
- (c) I undertake that, notwithstanding any terms of the Offer regarding withdrawal, I will not withdraw any such acceptance(s).

**Cash Alternative Offer**

- 1.9 I undertake not to elect for the Cash Alternative Offer in respect of any of the Relevant Evoke Shares.

**2. DOCUMENTATION**

- 2.1 I consent to:

- (a) the inclusion of references to me and details of this letter in the Firm Offer Announcement, the Scheme Document, Offer Document (if applicable) and any other announcement or document made or published by the Bidder or the Company in connection with the Acquisition; and
- (b) this letter being published on a website as required by Rule 26.2 and Note 4 on Rule 21.2 of the City Code on Takeovers and Mergers (the “**Code**”) as applied pursuant to the Cooperation Agreement.

- 2.2 I shall (without any obligation to expend any money on my part) give the Company and the Bidder 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 Bidder in writing of any material change in the accuracy or import of any information previously supplied to the Company and the Bidder by me.

### **3. LAPSE OF UNDERTAKING**

This undertaking shall lapse 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 Bidder may agree);
- (b) the Bidder announces, before the Scheme Document or Offer 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 Bidder within 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 Bidder may agree), is withdrawn or lapses in accordance with its terms, provided that this paragraph 3(c) shall not apply:
  - (i) where the Acquisition is withdrawn or lapses as a result of the Bidder exercising its right to implement the Acquisition by way of an Offer rather than a Scheme;
  - (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 Cooperation Agreement) by the Bidder (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. TIME OF THE ESSENCE**

Any time, date or period mentioned in this undertaking may be extended by mutual agreement but as regards any time, date or period originally fixed or as extended, time shall be of the essence.

### **5. CONFIRMATION**

I confirm by signing this letter that the Bidder's financial advisers, Jefferies International Limited and Deutsche Bank AG, have clearly indicated to me that they are not acting for me and will not be responsible for providing the protections afforded to their clients or advising me on any matters relating to the Acquisition.

### **6. POWER OF ATTORNEY**

6.1 In order to secure the performance of my obligations under this undertaking, I hereby appoint any director of the Bidder as my attorney if I fail to comply with any of my obligations under paragraph 1.6, 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.

6.2 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.

**7. SPECIFIC PERFORMANCE**

I agree that, if I fail to fulfil my obligations under paragraph 1, in accordance with this undertaking or breach any of my obligations, damages would not be an adequate remedy and accordingly the Bidder shall be at liberty to seek the remedy of specific performance.

**8. GENERAL**

8.1 The covenants and undertakings contained in this letter and each part of them are entirely separate, severable and separately enforceable so that each covenant and undertaking and each part of them shall be deemed to be a separate covenant and undertaking.

8.2 Except to the extent otherwise specified, my obligations under this letter are unconditional and irrevocable.

8.3 The parties to this letter do not intend that any of its terms will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it.

8.4 In the case where the Relevant Evoke Shares are registered in the name of a nominee, I shall direct the nominee to act as if the nominee were bound by the terms of this irrevocable undertaking and I shall use my best endeavours to do all acts and things necessary to carry the terms hereof into effect as if I had been the registered holder of the Relevant Evoke Shares registered in the name of such nominee.

8.5 This letter may only be treated as having been executed and delivered as a deed if it has been (i) signed by me in the presence of a witness who also signs and completes the attestation and (ii) dated.

**9. GOVERNING LAW**

This undertaking and any non-contractual obligations arising out of or in relation to it or its formation, shall be governed by and construed in accordance with English law and I submit to the exclusive jurisdiction of the English courts for all purposes in connection with this undertaking.

*[Signature pages follow]*

**IN WITNESS** whereof I have executed this letter as a Deed this 5 June 2026.

**SIGNED** as a **DEED** by: \_\_\_\_\_ )

**DALIA SHAKED** ) \_\_\_\_\_ )

in the presence of: \_\_\_\_\_ )

Witness' Signature: ..... )

Witness' Name: \_\_\_\_\_

Witness' Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Witness' Occupation: \_\_\_\_\_