THE 888 LONG TERM INCENTIVE PLAN 2015 (AS AMENDED AND RESTATED ON 9 JULY 2026)

Structure

Under the Plan the Company can grant to Employees either Share Awards or Options.

An Award may be subject to one or more performance conditions which will determine the number of Shares subject to it that may be exercised or released under the Award.

The Company and any of its Subsidiaries may nominate any of their Employees to participate in the Plan. Subsidiaries may bear the associated costs of any such participation as determined by the Company.

1. DEFINITIONS

1.1 In this Plan, unless the context otherwise requires, the following words and expressions have the following meanings, namely:

Adoption Date means 29 September 2015;

Award means an Option or a Share Award granted under the Rules;

Board means the board of directors for the time being of the Company or a duly authorised committee of the Board, which includes the Committee;

Close period means a period when a Participant is prohibited from dealing in Shares under any Dealing Restriction to which the Company is subject;

the Committee means the Remuneration Committee of the Board or (where appropriate) any other duly authorised committee of the Board;

the Company means 888 Holdings Public Limited Company, a public company incorporated in Gibraltar with registered number 90099;

Consultant means any person providing services to any member of the Group under a full-time contract for services;

Control means, in relation to a body corporate, the power of a person to secure:

(a) by means of the holding of shares or the possession of voting power in or in relation to that or any other body corporate; or

(b) by virtue of any power conferred by the articles of association or other document regulating that or any other body corporate,

that the affairs of the first-mentioned body corporate are conducted in accordance with the wishes of that person, and **Controlled** will be construed accordingly;

Date of Grant means the date on which an Award is considered granted under applicable law or, if later, the date on which the grant of an Award becomes effective;

Dealing Day means any day on which the London Stock Exchange is open for business;

Dealing Restrictions means any applicable restriction or restrictions on dealings or transactions in securities imposed by (i) the Market Abuse Regulations or any other applicable rules, statutory requirements, orders, legal or regulatory code, provision or rule or other requirement or guidance; and/or (ii) any code adopted or established by the Company in addition or replacement to (i) above

Employee means any employee (including an executive director) or Consultant of a member of the Group;

Employees' Share Scheme has the meaning given by section 1166 of the United Kingdom Companies Act 2006;

Exercise Price means the price per Share (expressed in Pounds Sterling) payable on the exercise of an Option as determined by the Committee (subject to adjustment under Rule 14);

Financial Year means an accounting reference period of the Company as defined in accordance with section 240(4) of the Gibraltar Companies Act 2014;

Grant Period means the period of 42 days commencing on any of the following:

(a) the day on which the Company makes an announcement of its results for any period

(b) any day on which the Committee resolves that exceptional circumstances exist which justify the grant of (an) Award(s); or

(c) the day following the lifting of any restriction imposed by any applicable Dealing Restriction;

Group means the Company and its Subsidiaries and ***member of the Group*** will be construed accordingly;

Holding Condition means any requirement which the Committee in its discretion imposes on a Participant to hold (and therefore not transfer or otherwise dispose of) some or all of their Shares for a period after their Awards have Vested, including any requirement to hold Shares after the Participant's employment with the Group has terminated;

Listing Rules means the listing rules of the UK Listing authority

London Stock Exchange means the London Stock Exchange plc or any successor body carrying on the business of London Stock Exchange plc;

Market Value means, in relation to a Share on any Dealing Day, an amount equal to the middle market quotation for a Share as derived from the Daily Official List of the London Stock Exchange;

Option means an option granted under Rule 4 to acquire Shares at an exercise price which would normally be at least equal to the Market Value of the Shares at the Date of Grant;

Participant means any individual who holds an Award (including, where the context permits, the legal personal representative of a deceased Participant);

Performance Conditions mean the conditions specified by the Committee on the Date of Grant in relation to an Award or as amended from time to time;

the Plan means the 888 Long Term Incentive Plan 2015 as amended from time to time in accordance with the Rules;

Rules means the rules of the Plan as amended from time to time;

Share Award means a right to acquire or receive Shares for no or only a notional payment granted in one of the forms referred to in Rule 3.1;

Shares means fully paid ordinary shares in the capital of the Company or shares representing those shares following any reorganisation of the share capital of the Company;

Subsidiary means any subsidiary of the Company within the meaning of section 2 of the Gibraltar Companies Act 2014;

Taxes Act means the Income Tax Act 2010 of Gibraltar or any Regulations made under the Income Tax Act 2010;

UK Listing Authority means the Financial conduct Authority of the United Kingdom, acting as the competent authority for listing;

Unvested means, in relation to an Award, an Award or part of an Award in respect of which a proportion of the Vesting Period has not expired or, if appropriate, the Performance Conditions have not been satisfied;

Vested means, in relation to an Award, an Award or part of an Award in respect of which a proportion of the Vesting Period has expired and the Committee has determined that any applicable Performance Conditions have been satisfied and ***Vest***, ***Vests*** and ***Vesting*** will be construed accordingly;

Vesting Date means the date on which an Award or part of an Award Vests in accordance with Rule 6.1; and

Vesting Period means, in relation to an Award, the period commencing on its Date of Grant and ending on the date determined by the Committee under Rule 6, which period will be not less than three (3) years.

1.2 In the Rules, where the context permits the singular includes the plural and vice versa and the masculine includes the feminine. Headings will be ignored in construing the Rules.

1.3 References in the Rules to any statutory provision or Gibraltar Act will include any statutory modification, amendment or re-enactment of the provision or Act, as appropriate, from time to time and will include any regulation or subordinate legislation made under them.

2. GRANT OF AWARDS

2.1 The Board or the Committee may, at any time during a Grant Period, grant an Award to any Employee selected by the Board or Committee in its absolute discretion in the form of Share Awards, Options or a combination of Share Awards and Options. The grant of an Award will be subject to obtaining any necessary approval or consent required under any applicable regulations or enactments.

2.2 For Employees in jurisdictions where the receipt of Shares under an Award is not appropriate or feasible for any reason, the Company may grant awards in such other form as it deems appropriate (for example a phantom award may be granted entitling the Employees to a cash payment equal to the net benefit the Employees would have derived from the release or exercise of Share Awards or Options) provided that such awards conform to the basic principles and limits set out in the Plan.

2.3 Nothing in the Plan will be construed as giving any Employee a right to be considered for participation in the Plan or to receive the grant of any Award. The grant of an Award to an Employee on a particular basis does not create the right or expectation of the grant of an Award on the same basis, or at all, in the future.

2.4 The grant of an Award and/or the delivery of Shares on Vesting or exercise of the Award will be conditional on the Participant agreeing to comply with any arrangements specified by the Company for the payment of taxation and any social security contributions in respect of the Award (including without limitation the right of the Company to arrange the sale on the Participant's behalf of sufficient Shares to satisfy any taxation or social security liability of the Participant which the Company or any member of the Group may be liable to withhold and account for).

2.5 An Award will be granted so that it constitutes a binding agreement between the Company and the Participant under applicable law. A single deed of grant may be executed in favour of any number of Participants. There will be no payment for the grant of an Award.

2.6 An Employee to whom an Award is granted may, by notice in writing to the Company given within 30 days after the Date of Grant, renounce all or part of the Award. No consideration will be paid for the renouncement of the Award. To the extent that an Award is renounced, it will be treated for all purposes as never having been granted.

2.7 No Award can be granted under the Plan later than the tenth anniversary of the Adoption Date.

2.8 An Award is personal to the Participant and, except to the extent necessary to enable a personal representative to exercise the Award following the death of a Participant, neither the Award nor the benefit of the Award may be transferred, pledged, assigned, charged or otherwise alienated. Any attempt to transfer or exercise an Award other than as permitted under this Rule 2.8 will cause the Award to lapse immediately.

3. SHARE AWARDS

3.1 The Company may grant a Share Award in the form of (i) an option to acquire Shares at a nil or nominal exercise price; (ii) a conditional right to receive Shares for no consideration; (iii) an allocation of Shares subject to restrictions determined by the Committee for no consideration in which Shares the Participant has a beneficial interest (a **Restricted Award**). Any reference to a Share Award being "exercisable" or "exercised" will, in the case of a Share Award which is not granted as a right to acquire or call for Shares, be construed as "being capable of release" or "released". No Share Award will be capable of release or exercise after the tenth anniversary of its Date of Grant.

3.2 Other than in respect of the Shares subject to Restricted Awards, a Participant will not have any dividend or voting rights in respect of Shares comprised in any part of an Award until the Participant acquires the Shares.

3.3 As soon as practicable after the Date of Grant of a Share Award, the Participant will be notified of the grant of the Share Award. The notification will specify, inter alia:

(a) the relevant Vesting Period and the date or dates on, and the proportions in which, the Share Award will normally Vest and become exercisable or capable of release;

(b) the details of any Performance Conditions imposed in accordance with Rule 5.1

4. OPTIONS

4.1 The Committee will determine the Exercise Price applicable to an Option at its Date of Grant. The Option price will not be less than the higher of:

(a) the Market Value of a Share on the Dealing Day immediately preceding the Date of Grant; and

(b) if the Option is granted over unissued Shares, the nominal value of a Share.

4.2 As soon as practicable after the Date of Grant of an Option the Participant will be notified of the grant of the Option. The notification will specify, inter alia:

(a) the relevant Vesting Period and the date or dates on, and the proportions in which, the Option will normally become exercisable;

(b) the details of any Performance Conditions imposed in accordance with Rule 5.1.

4.3 No Option will be capable of exercise after the tenth anniversary of its Date of Grant.

5. PERFORMANCE CONDITIONS

5.1 The Vesting, exercise or release of an Award may be subject to one or more Performance Conditions selected by the Committee (and will be subject to Performance Conditions in the case of Awards granted to Participants who are members of senior management) or any other condition which, in either case must be stated at the Date of Grant and which will determine whether an Award may Vest, be exercised or released and/or the number of Shares which the Participant will be entitled to acquire on exercise or release of the Award. The Committee will have discretion to decide whether and to what extent the Performance Conditions or any other condition to which an Award is subject has or have been met.

5.2 The Performance Conditions may be amended by the Committee after the Date of Grant if:

(i) the circumstances which prevailed at the Date of Grant and which were relevant to the Performance Conditions when they were originally imposed have subsequently changed; and

(ii) the Committee is satisfied that any amended Performance Conditions would be a fairer measure of performance and the Committee reasonably considers that the amended Performance Conditions are consistent with and no less demanding to satisfy than the original Performance Conditions.

6. VESTING

6.1 An Award will Vest in the proportions over the Vesting Period and on the dates during its Vesting Period as the Committee determines and notifies to the Participant at its Date of Grant. If an Award is subject to Performance Conditions, it will vest only at the end of the Performance Period and only to the extent to which the Performance Conditions have been satisfied at that time.

7. PLAN LIMITS

7.1 No Award will be granted on any day to the extent that the result of that grant would be that the aggregate number of Shares that could be issued on the exercise, Vesting or release of that Award when added to the number of Shares that:

(i) could be issued on the exercise, Vesting or release of any other subsisting Award granted during the preceding ten years under the Plan;

(ii) have been issued on the exercise, Vesting or release of any Award granted during the preceding ten years under the Plan;

(iii) could be issued pursuant to any other awards, options or rights granted during the preceding ten years under any other Employees' Share Scheme adopted by the Company; and

(iv) have been issued pursuant to any other awards, options or rights granted during the preceding ten years under any other Employees' Share Scheme adopted by the Company.

would exceed 10 per cent. of the ordinary share capital of the Company from time to time in issue,

PROVIDED THAT the limit in this Rule 7 will be 5 per cent. of the ordinary share capital of the Company from time to time in issue for Awards that are granted subject to Performance Conditions.

7.2 Reference in this Rule 7 to the *issue* of Shares will, for the avoidance of doubt, mean the issue and allotment of Shares and the transfer of Shares out of treasury, but not any other transfer of Shares. The placing of treasury Shares under Awards or the transfer of Shares out of the treasury may be disregarded if the share incentive scheme guidelines of the Investment Association are amended to permit such shares to be disregarded.

8. INDIVIDUAL LIMITS

8.1 An Award will not be granted to an Employee if the grant would cause the aggregate Market Value of the maximum number of Shares that may be acquired on exercise or release of the Award (as measured at the Date of Grant) when aggregated with the aggregate Market Value of the maximum number of Shares that may be acquired pursuant to any other Award granted to the Employee under the Plan in the same calendar year, to exceed two hundred per cent. (200%) of the Employee's annual basic salary in respect of his employment with the Group as at the Date of Grant or, if the Committee considers that circumstances exist which justify a higher amount in the case of that Employee, such higher amount as the Committee may in its absolute discretion determine.

9. EXERCISE OR RELEASE OF AWARDS

9.1 Save as otherwise permitted in the Rules, an Award or any part of an Award may only be released or exercised:

(a) to the extent that it has Vested and not lapsed;

(b) if the Participant has remained an employee of a member of the Group until the relevant Vesting Date;

(c) any Performance Conditions imposed under Rule 5.1 (or as amended subsequently have been satisfied; and

(d) subject to any applicable Holding Condition.

9.2 As soon as reasonably practicable after a Vesting Date has occurred the Committee will, where applicable, determine whether and the extent to which any Performance Conditions imposed under Rule 5.1 have been satisfied and an Award or part of an Award has become exercisable or capable of release and will notify the relevant Participant(s) of its determination.

9.3 Save as otherwise provided in the Rules and subject to Rule 9.6:

(a) a Share Award or part of a Share award granted in the form of a right to acquire or call for Shares may be exercised to the extent that it has Vested by giving notice in writing to the Company in the prescribed form at any time after the relevant Vesting Date until the tenth anniversary of the Date of Grant. The date of exercise will be the date of the receipt by the Company of the notice of exercise;

(b) the Shares comprised in the Vested part of a Share Award which is not granted in the form of a right to acquire or call for Shares will be released to the Participant within 30 days after the applicable Vesting Date or any longer period needed to comply with Rule 9.6 below.

9.4 Save as otherwise provided in these rules and subject to Rule 9.6, an Option or part of an Option may be exercised to the extent that it has Vested by giving notice in writing to the Company in the prescribed form specifying the number of Shares in respect of which the Option is being exercised and enclosing or arranging to provide payment in full of the aggregate Exercise Price of those Shares. The date of exercise will be the date of the receipt by the Company of the properly completed notice of exercise and payment of the aggregate Exercise Price.

9.5 Subject to any necessary consents and to Rules 9.6 and 9.7 and to compliance by the Participant with the terms of the Plan, the Company will procure, not later than 30 days after receipt of a valid notice of exercise of an Award, or, if Shares are to be released to a Participant, not later than 30 days after the applicable Vesting Date, the issue or transfer to the Participant (or to the Participant's nominee) of the full legal and beneficial ownership of the Shares to which the Participant is entitled free from any liens, charges or encumbrances. The Company will (unless the Shares are to be issued in uncertified form) as soon as practicable deliver or procure the delivery to the Participant (or the Participant's nominee) of a definitive share certificate or other evidence of title in respect of the Shares.

9.6 Notwithstanding any other provision of this Plan:

(a) Unless the Vesting or exercise and the subsequent delivery of Shares is permitted under the applicable Dealing Restrictions an Award will not Vest or be exercised on a day which is in a Close Period. If an Award would, but for this Rule 9.6(a), have Vested or been exercised on a day which is in a Close Period, the day on which the Award Vests or is exercised will be the first Dealing Day following the end of the Close Period;

(b) the Company will not be obliged to issue or procure the transfer of Shares in connection with an Award or take any other action under the Plan unless and until it is satisfied that any applicable securities law, any requirement under any listing agreement between the Company and any securities exchange, automated quotation system or any regulatory body or any other law, regulation or contractual obligation of the Company can be and have been complied with in full;

(c) the Company may require any Participant to make any representations and provide any information it considers appropriate in connection with the issue or transfer of Shares under the Plan; and

(d) the Committee may require that some or all of a Participant's Shares are subject to a Holding Condition for a period of up to two years. If the Participant ceases to be an Employee during any period when a Holding Condition applies, the Committee may, in its discretion, reduce the applicable Holding Condition as it deems appropriate.

Certificates representing Shares will be subject to such stop-transfer orders and other restrictions as may be applicable under any laws, regulations and other obligations of or applicable to the Company (including any Holding Condition), and a legend or legends may be placed on the certificates to reflect the restrictions.

9.7 **Cash settlement**

(a) Where an Award Vests and the Shares in respect of which the Award Vests (Vested Shares) have not yet been issued or transferred to the Participant (or their nominee), the Committee may determine that, in substitution for their right to acquire such number of Vested Shares as the Committee may decide (but in full and final satisfaction of their right to acquire those Shares) they shall be paid a sum equal to the cash equivalent (as defined in Rule 9.7(f)) of that number of Shares, less any Exercise Price payable for such Shares, in accordance with the following provisions of this Rule 9.7.

(b) This Rule shall not apply in relation to Awards made in relation to any jurisdiction where the presence of this Rule would cause:

  (i) the operation of this Rule to be unlawful or for it to fall outside any applicable securities law exemption; or

  (ii) adverse tax consequences for the Participant or any member of the Group as determined by the Committee.

(c) The Committee may only apply this Rule 9.7 where it considers that its application would not materially prejudice the interests of an existing Participant.

(d) If a Share Award is subject to a Holding Condition, this Rule may only apply in respect of such number of Vested Shares as is sufficient to pay any liability to tax or social security contributions that arises on the Vesting of the Share Award.

(e) If an Option which is subject to a Holding Condition is exercised prior to the expiry of the period during which the Holding Condition applies, this Rule may only apply in respect of such number of Vested Shares as is sufficient to pay the any liability to tax or social security contributions that arises, and the Exercise Price payable, on the exercise of the Option.

(f) For the purpose of this Rule 9.7, the **cash equivalent** of a Share is the Market Value of a Share on:

i) in the case of a Share Award, the day when the Share Award Vests;

ii) in the case of an Option, the day notice is validly given to exercise such Option in accordance with the Rules; or

iii) such other date as the Committee may in its discretion determine,

each such date being a **Relevant Date**.

(g) As soon as reasonably practicable after the Relevant Date the Company shall pay to the Participant or procure the payment to them of the sum payable under Rule 9.7(f).

(h) There shall be deducted from any payment under this Rule 9.7 such amounts (on account of tax or similar liabilities) as may be required by law or as the Committee may reasonably consider to be necessary or desirable.

10. LAPSE OF AWARDS

10.1 Notwithstanding any other provisions in the Rules, an Award will lapse automatically on the earliest of:

(a) the Participant being declared bankrupt or entering into any general composition with or for the benefit of the Participant's creditors, including a voluntary arrangement under Part 2 or Part 12 of the Gibraltar Insolvency Act 2011 or any similar scheme of arrangement;

(b) the expiry of the periods referred to in Rule 9.3 as extended by the application of Rule 9.6;

(c) in the case of an Option, the tenth anniversary of the Date of Grant of the Option unless the Option was exercised before the tenth anniversary but the exercise took place during a Close Period, when the Option will be exercised in accordance with Rule 9.6(a) and will then lapse immediately to the extent unexercised;

(d) the expiry of any period referred to in Rules 11 and 12;

(e) the date on which the Participant ceases to be an Employee for any reason (whether lawfully or unlawfully) other than one referred to in Rules 11 and 12;

(f) the expiry of a relevant Vesting Date if any Performance Conditions have not been satisfied at such date;

(g) the expiry of the periods referred to in Rule 13; and

(h) the purported transfer, pledge, assignment, charge or other alienation of an Award.

11. VESTING AND EXERCISE OF AWARDS ON CESSATION OF EMPLOYMENT

11.1 If a Participant ceases to be an Employee before the end of the Vesting Period of the Participant's Award by reason of:

(a) ill-health, injury or disability (as determined by the Board/Committee);

(b) retirement at or after the date on which the Participant is bound to retire under the Participant's contract of employment;

(c) the Participant's employing company ceasing to be a member of the Group;

(d) the business (or part of the business) in which the Participant is employed or engaged pursuant to a consultancy agreement being transferred to a transferee which is not a member of the Group; or

(e) any other reason determined by the Committee in its absolute discretion,

any Vested but unexercised part of the Participant's Award may be exercised within six months after the cessation and, if it is not exercised or released within that period it will (subject to Rule 12) lapse immediately unless the Award was exercised within the six month period but the exercise took place during a Close Period, when the Award will be exercised immediately following the end of the Close Period and will then lapse immediately to the extent unexercised. Any part of the Award that is Unvested at the time of cessation of employment will continue to Vest and be released or exercised on its normal Vesting Date (with exercise to take place within one month of the Vesting Date), but, unless the Committee determines otherwise, with the number of Shares that Vest pro-rated by reference to the amount of the Vesting Period for which the Participant remained employed or engaged pursuant to a contract for services. The Committee in its discretion may determine to accelerate Vesting to any extent it thinks appropriate in the circumstances.

11.2 If a Participant ceases to be an Employee before the end of the Vesting Period for any reason other than one specified in Rule 11.1 and not in circumstances in which the Participant's employer could have dismissed the Participant without notice or payment in lieu of notice, any Vested but unexercised part of the Participant's Award may be exercised within six months after the cessation and, if it is not exercised or released within that period it will (subject to Rule 12) lapse immediately unless the Award was exercised within the six month period but the exercise took place during a Close Period, when the Award will be exercised immediately following the end of the Close Period and will then lapse immediately to the extent unexercised. Any part of the Award that is Unvested at the time of cessation of employment will lapse immediately.

11.3 If the Committee exercises the discretion referred to in rule 11.1 it may determine the number of Shares in respect of which the Unvested part of an Award may be exercised or released and at what time or times and in what proportions.

11.4 A Participant who is absent from work by reason of agreed absence will cease to be an Employee on the date on which the Participant indicates that they will not be returning to work. If the Participant gives no such indication, the Participant will cease to be an Employee on the date specified in the terms of the Participant's contract of employment or services if they have not then returned to work.

12. Death of Participant

12.1 If a Participant dies while in service or at any time after leaving service when the Participant holds an Award, any Vested but unexercised part of the Award may be exercised or released within 12 months after the date of death and if it is not exercised within that period it will lapse. Any part of the Award that is Unvested at the date of death will lapse, unless the Committee in its discretion determines otherwise to any extent.

12.2 If the Committee exercises the discretion referred to in Rule 12.1 it may determine the number of Shares in respect of which the Unvested part of an Award may be exercised or released and at what time or times and in what proportions.

13. Corporate Transactions and Other Events

13.1 Save as provided in Rules 13.3 and 13.4, if:

(a) any person (either alone or together with any person acting in concert with him) obtains Control of the Company as a result of making a general offer to acquire all the Shares (other than those which are already owned by that person and/or any person acting in concert with that person) and any condition to which the offer is subject has been satisfied;

(b) any person, having the power to Control the Company makes a general offer to acquire the Shares (other than those which are already owned by that person and/or any person acting in concert with that person) and any condition to which the offer is subject has been satisfied;

(c) any person becomes bound or entitled to give a notice under section 352A of the Gibraltar Companies Act 2014 to acquire compulsorily any Shares;

(d) the Court sanctions a scheme of arrangement pursuant to section 295 of the Gibraltar Companies Act 2014; or

(e) a resolution is duly passed for the voluntary winding-up of the Company;

any part of an Award may be exercised or released within such period before completion of the relevant event is due to occur as may be determined and notified to Participant's by the Remuneration Period or within one month of the date on which the relevant event occurs and if it is not exercised within that period it will lapse. Unless the Committee determines otherwise, the number of Shares that Vest will be pro-rated by reference to the amount of the Vesting Period that has passed until the completion of the relevant event and to the extent any applicable performance condition has been satisfied. The Committee in its discretion may determine to accelerate any further to any extent it think appropriate in the circumstances.

13.2 The Board may in its absolute discretion determine at any time before the relevant event that any outstanding Awards will not be exercisable under Rule 13.1 but will instead be exchanged for a new award in accordance with Rule 13.4.

13.3 Awards will not, without the consent of the Committee, be exercisable under Rule 13.1 if the purpose and effect of a scheme of arrangement (referred to in Rule 13.1(d) above) is to create a new holding company for the Company, where the new holding company will have substantially the same shareholders and proportionate shareholdings as those of the Company immediately before the scheme of arrangement. In that event, the Board will procure that an exchange of Awards is effected under Rule 13.4.

13.4 If any company (the ***Acquiring Company***) obtains Control of the Company as a result of an event referred to in Rule 13.1 above, any Award or part thereof (Vested or Unvested) which has not lapsed or been exercised or released (the ***Old Award***) may, at any time within one month of the date on which the relevant event occurs, with the agreement of the Acquiring Company be released in consideration of the grant to the Participant of a new award (the ***New Award***) which in the opinion of the Board is equivalent to the Old Award but relates to shares in a different company (whether the Acquiring Company or any other company that Controls the Acquiring Company). If any Old Award is released in consideration of the grant of a New Award, , the provisions of the Plan will be construed in relation to the New Award as if:

(a) the New Award was an Award granted under the Plan at the same time as the Old Award;

(b) references to the Performance Conditions were references to the new performance conditions relating to the business of the Acquiring Company or any member of the Acquiring Company's group as the Committee considers are appropriate in the circumstances;

(c) references to the Company and the Group in Rules 9 to 17 and 20 of the Plan were references to the Acquiring Company or such other company;

(d) references to the Committee in Rules 9 to 14 and Rule 20 of the Plan were references to the remuneration committee or other duly authorised board committee of the Acquiring Company or such other company; and

(e) references to Shares were references to shares in the Acquiring Company or such other company.

14. ADJUSTMENT OF AWARDS

14.1 In the event of:

(a) any variation in the share capital or reserves of the Company (including, without limitation, by way of capitalisation or rights issue or any consolidation, sub-division, bonus issue or reduction); or

(b) the implementation by the Company of a demerger or the payment by the Company of a dividend in specie or a super-dividend which would otherwise materially affect the value of an Award,

the terms of any Award which has not been exercised or released (including any Performance Conditions) will be adjusted in the manner the Committee determines in its absolute discretion. The Company will take any steps it considers necessary to notify Participants of any adjustments made under this Rule 14.

14.2 The Committee may determine at any time before the date on which an Award Vests that the terms of the Award (including any Performance Conditions, the Vesting of an Award or the number of Shares subject to an Award) will be adjusted, if the Committee determines that such adjustment is necessary to override a formulaic outcome and ensure that the Participant's total reward:

(a) is aligned with the performance of the Participant, the Company, his/her business unit or the Company's remuneration policy (as amended from time to time); or

(b) is appropriate in light of any unexpected or unforeseen circumstances including (but not limited to) a material change in the Company share price, currency fluctuation or any corporate event.

15. VOLUNTARY SURRENDER OF AWARDS

15.1 In any case where the Committee (or, in the case of an Award held by an Employee other than an executive director, an executive director of the Company) is aware that circumstances have arisen or may arise which have affected or will affect the tax or regulatory treatment of a Participant or the Participant's Awards it may, in its absolute discretion, permit the Participant to surrender any Award, or part of an Award, granted to the Participant (including for the avoidance of doubt any 102 Award granted to the Participant pursuant to Appendix A) which has not yet been exercised or released (the ***Old Award***), in consideration of the grant to the Participant of a replacement Award which has terms which are in all material respects identical to the terms of the Old Award but is in such different legal form as the Committee (or, if applicable, executive director) may determine (including without limitation as an Option or a Share Award) (the ***Replacement Award***).

15.2 If any Old Award is surrendered in consideration of the grant of a Replacement Award, the Replacement Award will:

(a) be granted over the same number of Shares as were subject to the Old Award, or the relevant part of the Old Award, and have the same Exercise Price (if any);

(b) be treated as if it were an Award granted under the Plan at the same time as the Old Award;

(c) Vest at the same time and in the same proportions as the Old Award would have Vested; and

(d) be subject to the same Performance Conditions (if any) to which the Old Award was subject.

15.3 For the avoidance of doubt and by way of example, a Share Award in the form of an option to acquire Shares at a nil exercise price may be surrendered under this Rule 15 in consideration of the grant of an allocation of Shares for no consideration, and vice versa.

15.4 Any action taken under this Rule 15 will be subject to compliance with applicable law and any tax consequences resulting from the action will be borne solely by the Participant.

16. RIGHTS ATTACHING TO SHARES ISSUED OR TRANSFERRED PURSUANT TO AWARDS

16.1 All Shares issued or transferred pursuant to an Award will rank equally in all respects with the Shares in issue at the date of transfer or issue save as regards any rights attaching to the Shares by reference to a record date before the date of transfer or issue.

16.2 Any Shares acquired pursuant to an Award will be subject to the articles of association of the Company from time to time.

16.3 A Participant may, at the discretion of the Remuneration Committee, receive cash or further Shares equal in value, so far as possible, to any dividends paid or payable on the Shares in relation to which an Award is released or exercised by reference to record dates from the Date of Grant until the date of Vesting. Any payment due under this Rule 16.3 will be made net of any income tax and/or National Insurance contributions due in respect of it.

17. MALUS AND CLAWBACK

17.1 The Committee may determine at any time before, or within three years after, the date on which an Award Vests that the Award will be reduced or that the Participant will be required to pay a Clawback Amount in accordance with Rule 17.3, of the amount the Committee decides, if the Committee forms the view that:

(a) there has been a materially adverse misstatement or misrepresentation of the Company's financial statements or the results of any member of the Group or part thereof and that that misstatement or misrepresentation would result or resulted either directly or indirectly in the Award being granted or Vesting to a greater extent than would have been the case had that misstatement or misrepresentation not been made;

(b) the extent to which any Performance Conditions and/or any other condition was satisfied was based on an error, or on inaccurate or misleading information or assumptions which resulted either directly or indirectly in that Award being granted or Vesting to a greater extent than would have been the case had that error not been made; or

(c) the Company has suffered serious reputational damage, financial downturn, corporate failure or failure of risk management; or

(d) circumstances arose (or continued to arise) during the Vesting Period which would have warranted the Participant's employer summarily dismissing the Participant including for gross misconduct.

17.2 For the avoidance of doubt:

(a) if the Committee exercises its discretion under Clause 17.1, the Award will be deemed to have been granted over the lower number of Shares and the Vesting of the Award in accordance with the Rules will be by reference to this reduced number of Shares; and

(b) the discretion under Rule 17.1 will only be capable of exercise by the Committee if there has been no change of Control of the Company. However, if, as a result of any change of Control, the Company has a new holding company which immediately after the change of Control has substantially the same shareholders and proportionate shareholdings as the Company did before, the discretion under Rule 17.1 will continue to be capable of exercise by the remuneration committee of the board of directors of the new holding company

17.3 If the Committee makes a determination under Rule 17.1 after an Award has been exercised or released it may take any (or any combination) of the following measures to recover the Clawback Amount:

(a) the Committee may reduce (including, if appropriate, reducing to zero) the amount of any bonus or deferred share award which would, but for the operation of this Rule 17.3, be payable to the relevant individual; and/or

(b) the Committee may require the relevant individual to pay the Clawback Amount to the member of the Group the Committee directs, and on the terms it directs (which may include that the relevant amount is to be deducted from the relevant individual's salary or from any other payment to be made to the relevant individual by any member of the Group); and/or

(c) the Committee may reduce (including, if appropriate, reducing to zero) the number of Shares outstanding under any award held by the relevant individual whether under this Plan or any other incentive plan operated by the Company.

18. AVAILABILITY OF SHARES

18.1 The Company will at all times ensure that sufficient Shares are available to satisfy outstanding Awards.

18.2 While the Shares are listed on the Official List of the UK Listing Authority and admitted to trading on the Official List of the London Stock Exchange, the Company will apply to the UK Listing Authority and to the London Stock Exchange for any Shares allotted pursuant to an Award to become admitted to such listing on the Official List of the UK Listing Authority and to trading on the Official List of the London Stock Exchange.

19. ADMINISTRATION AND AMENDMENT

19.1 The Plan will be administered by the Committee. The Committee has full authority, consistent with the Rules, to administer the Plan, including authority to interpret and construe any provision of the Plan and to adopt any regulations for administering the Plan and any documents it thinks necessary or appropriate. Subject to Rules 19.2 and 19.3, (i) the decision of the Committee in all matters relating to the Plan will be final and binding; and (ii) the Committee may at any time discontinue the grant of further Awards or amend any of the provisions of the Plan in any way it thinks fit.

19.2 The Board will not make any amendment that would materially prejudice the interests of an existing Participant unless it is made:

(a) with the written consent of Participants who hold Awards under the Plan to acquire 75 per cent. of the Shares which would be delivered if all of the Awards granted and subsisting under the Plan vested and/or were exercised; or

(b) by a resolution of a meeting of Participants passed by not less than 75 per cent. of the Participants who attend and vote either in person or by proxy,

and, for the purposes of this Rule 19.2, the provisions of the articles of association of the Company relating to shareholder meetings will apply with the necessary changes.

19.3 No amendment to the advantage of Employees or Participants may be made to the basic structure of the Plan (as determined by the Board but including, without limitation, the definition of ***Employee***, the limits under Rules 7 and 8, the rights attaching to Awards, the adjustment provisions of Rule 14, the rights attaching to Shares and the amendment powers in this Rule 9) without the prior approval of the Company in general meeting except in the case of minor amendments to benefit the administration of the Plan or any amendment to take account of any applicable legislation or to obtain or maintain favourable tax, exchange control or regulatory treatment for Participants or any member of the Group.

20. GENERAL

20.1 Any member of the Group may provide money to the trustees of any trust or any other person to enable them or him to acquire Shares to be held for the purposes of the Plan, or enter into any guarantee or indemnity for those purposes, to the extent not prohibited by Section 100 of the Gibraltar Companies Act 2014.

20.2 Participation in the Plan by a Participant is a matter entirely separate from, and does not affect, the terms and conditions of his office or employment.

20.3 An individual who participates in the Plan waives all and any rights to compensation or damages in consequence of the termination of the Participant's office, employment or contract for services with any company for any reason whatsoever (whether the cessation is lawful or unlawful) insofar as those rights arise, or may arise, from the Participant ceasing to have rights under or be entitled to exercise any Award under the Plan as a result of the termination or from the loss or diminution in value of the rights or entitlements. If necessary, the Participant's terms of employment or, with the Participant's consent, any contract for services will be deemed to be varied accordingly. The benefit of this Rule 20.3 is given for the Company, for itself and as trustee and agent of all the Subsidiaries. The Company will hold the benefit of this Rule on trust and as agent for each of them and may assign the benefit of this Rule to any of them.

20.4 Any notice or other document required to be given under or in connection with the Plan may be given to a Participant electronically, delivered to a Participant or sent by post to the Participant at the Participant's home address according to the records of the Participant's employing company or such other address as may appear to the Company to be appropriate. Any notice or other document required to be given to the Company under or in connection with the Plan may be given to the Company electronically, delivered or sent by post to it at its registered office (or such other place or places as the Company may from time to time determine and notify to Participants). Notices sent by post will be deemed to have been given on the day following the date of posting.

20.5 Benefits under the Plan are not pensionable.

20.6 Participants may, but are not entitled to, receive copies of any notice or document sent by the Company to the holders of Shares.

20.7 The Company, any Subsidiary or any former Subsidiary may withhold such amounts and/or make such arrangements as it considers necessary to meet any liability to taxation or social contributions for which it or any other company is liable to account in connection with the grant, Vesting, release or exercise of Awards and the sale of Shares, including by means of the sale of Shares on behalf of a Participant, unless the Participant discharges the liability.

20.8 The invalidity or non-enforceability of one or more provisions of the Plan will not affect the validity or enforceability of the other provisions of the Plan.

20.9 The Plan confers no benefit, right or expectation on an individual who is not a Participant. No third party has any rights to enforce any term of this Plan.

20.10 All Participants agree, as a condition of their participation in the Plan, that any personal or corporate data in relation to them may be held by any member of the Group and passed on to a third party broker, registrar, administrator and/or future purchaser of the Company for all purposes relating to the operation or administration of the Plan, including to countries or territories outside the European Economic Area.

20.11 The Company may require any Subsidiary to enter into an agreement which obliges that company to reimburse the Company for any costs borne by the Company, directly or indirectly, in respect of the Subsidiary's officers or employees. The Company, or any Subsidiary, will pay the appropriate stamp duty, if any, on behalf of Participants in respect of any transfer of Shares on the exercise or release of Awards.

20.12 The Rules will be governed by, and construed in accordance with, the laws of Gibraltar.

APPENDIX A – ISRAEL

1. General

1.1 This appendix (the ***Appendix***) will apply only to Participants who are employees or officers of or consultants under a contract of services to an Israeli resident Subsidiary who are residents of the state of Israel or those who are deemed to be residents of the state of Israel for tax purposes upon the Date of Grant of an Award (***Israeli Participants***). The provisions specified in this Appendix will form an integral part of the Plan.

1.2 The Plan and this Appendix are complimentary to each other and will be deemed as one. In any case of contradiction, whether explicit or implied, between the provisions of this Appendix and the Plan, the provisions set out in this Appendix will prevail.

1.3 Any capitalized term not specifically defined in this Appendix will be construed according to the interpretation given to it in the Plan.

2. Definitions

2.1 In this Appendix, unless the context otherwise requires, the following words and expressions have the following meanings, namely:

102 Award means any Award granted to an Israeli Participant pursuant to Section 102(b) of the Ordinance, provided such Award is payable only in Shares;

Israeli Trustee means any person or entity appointed by the Company to serve as a trustee and approved by the ITA, all in accordance with the provisions of Section 102(a) of the Ordinance;

ITA means the Israeli Tax Authority;

Ordinance means the Israeli Income Tax Ordinance [New Version] 1961 as now in effect or as hereafter amended;

Section 102 means section 102 of the Ordinance and any regulations, rules, orders or procedures promulgated thereunder as now in effect or as hereafter amended; and

Tax means any applicable tax and other compulsory payments such as social security and health tax contributions under any applicable law.

3. Grant of Awards

3.1 The persons eligible for participation in the Plan as Israeli Participants will not include any Israeli Participant who is, or will become as a result of the grant, exercise, conversion or release of an Award, a holder of a "controlling interest" in the Company as that term is defined in Section 32(9) of the Ordinance.

3.2 The grant of 102 Awards under this Appendix will be conditional on the submission of the Plan and this Appendix for approval by the ITA and compliance with the terms and provisions of Section 102, including that the grant will not be made until the lapse of 30 days of submission of the Plan.

3.3 102 Awards will be granted under the tax route chosen by the Company, in accordance and subject to the provisions of Section 102.

4. TRUST

4.1 The Israeli Subsidiary will have the sole discretion and authority to appoint the Israeli Trustee and to replace the Israeli Trustee at any time.

4.2 102 Awards granted under the Plan and this Appendix and/or any Shares issued under a 102 Award and/or other Shares received subsequently following any realization of rights, including without limitation bonus shares, will be issued in the name of or controlled by the Israeli Trustee for the benefit of the Israeli Participants for at least the period of time required by Section 102 or any shorter period of time determined by the ITA (the ***Holding Period***), in accordance with terms and conditions set out in Section 102. Notwithstanding the above, if any sale or release occurs during the Holding period, the sanctions under Section 102 will apply to and be borne by the Israeli Participant.

4.3 If the requirements of section 102 are not met, 102 Awards will become subject to tax under section 102(c), section 3(i) and section 2 of the Ordinance.

4.4 Notwithstanding anything to the contrary, the Israeli Trustee will not release from the trust or sell any 102 Award or any Share unless the Company, and relevant Subsidiary and the Israeli Trustee are satisfied that the full amounts of Tax due have been paid or will be paid.

4.5 Without derogating from the above provisions of this Appendix, the Committee will have the authority to determine the specific procedures and conditions of the trusteeship with the Israeli Trustee in a separate agreement between the Company, the Israeli Subsidiary and the Israeli Trustee. The agreement may also determine the procedure of exercise and conversion of Awards under the control of the Israeli Trustee.

4.6 For the avoidance of doubt, the tax treatment of any Award is not guaranteed and, although an Award may be granted so as to attract certain tax treatment it may not attract that tax treatment and may be taxed differently.

5. ASSIGNMENT, TRANSFER, SALE AND EXERCISE OF AWARDS

5.1 Unless otherwise determined by the Board, a 102 Award and/or Share received under a 102 Award and/or rights arising therefrom, will not be subject to mortgage, attachment or other willful encumbrance, and no power of attorney will be issued in respect thereof, whether such enters into force immediately or at a future date. Furthermore, during the lifetime of an Israeli Participant each and all of the Israeli Participant's rights under the Plan will be exercisable only by the Israeli Participant or the Participant's legally appointed guardian.

5.2 Should the 102 Award and/or a Share received under a 102 Award and/or any Share received subsequently following any realization of rights, including without limitation bonus shares, be transferred by power of a last will or under law, the provisions of the Plan, this Appendix, and the provisions the Section 102 of the Ordinance will apply to the heirs or transferees of the deceased Israeli Participant.

5.3 Notwithstanding anything to the contrary in the Plan, an Israeli Participant will not be required to pay the consideration for any 102 Award, by way of surrendering common shares of the Company, before the end of the Holding Period.

6. TAX CONSEQUENCES

6.1 An Israeli Participant will be taxed in respect of an Award in accordance with the provisions of Section 102 of the Ordinance, including the provisions of the Income Tax (Tax Abatement on the Grant of Shares to Employees) Regulations 2003 (the ***Regulations***) and any tax ruling or agreement obtained by the Company or a Subsidiary with regard to the Plan.

6.2 Any tax consequences arising from the grant, conversion or exercise of any 102 Award, from the sale of Shares covered thereby or from any other event or act (of the Company, Subsidiary, the Israeli Trustee or the Israeli Participant), hereunder, will be borne solely by the Israeli Participant. The Company and/or Subsidiary and/or the Israeli Trustee will withhold taxes according to the requirements of all applicable laws, rules, and regulations, including withholding taxes at source.

6.3 The Company and/or, when applicable, the Israeli Trustee will not be required to release any consideration or any share certificate to an Israeli Participant until all required Tax has been paid in full.

6.4 Any entitlement under Rule 16.3 of the Plan will not be subject to any preferred tax arrangement unless determined otherwise by the ITA.

7. UNDERLYING SHARES

7.1 Notwithstanding any other provision of the Plan including Rule 2.1, and in accordance with the requirements of Section 102, 102 Awards will only be satisfied by issuing Shares to Israeli Participants. The Company will not satisfy 102 Awards by otherwise procuring Shares that are available for transfer. Rule 9.7 of the Plan shall not apply to any 102 Award.

8. ONE-TIME BENEFIT

8.1 The Awards and underlying Shares are extraordinary, one-time Awards granted to the Israeli Participants and are not and will not be deemed to be a salary component for any purpose whatsoever, including in connection with calculating severance compensation payable under applicable law, nor will receipt of an award entitle an Israeli Participant to any future Awards.

9. GOVERNING LAW AND JURISDICTION

9.1 This Appendix will be governed by and construed and enforced in accordance with the laws of the State of Israel applicable to contracts made and to be performed in Israel, without giving effect to the principles of conflict of laws.

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CLAUSE **PAGE**

888 HOLDINGS PUBLIC LIMITED COMPANY

THE 888 LONG TERM INCENTIVE PLAN 2015

Approved by Shareholders on 29 September 2015

**Approved by resolution of the
Board of Directors of the Company at a
board meeting held on 26 August 2015**

**Amended and restated and approved by resolution of the
Board of Directors of the Company at a
board meeting held on 7 March 2019**

**Amended and restated and approved by resolution of the
Board of Directors of the Company at a
board meeting held on 9 July 2026**