

MAGIC INVESTMENTS S.A.

- and -

SHMUEL KOCH HOLDINGS LIMITED

- and -

TAMIR KOCH

CONSORTIUM AGREEMENT

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BETWEEN:

- (1) **Magic Investments S.A.**, a company incorporated under the laws of Luxembourg (registered with the Luxembourg Register of Commerce and Companies under number B186.943) whose registered office is at 33, rue du Puits Romain L-8070 Bertrange, Grand Duchy of Luxembourg ("**Magic**");
- (2) **Shmuel Koch Holdings Limited**, a company incorporated under the laws of Israel (registered number 512962812), whose registered office is at 6 Hevra Hadasha Street, Tel Aviv, Israel (the "**SKH**"); and
- (3) **Tamir Koch**, an Israeli citizen resident in the state of New York, United States of America whose business address is 215 Lexington, Suite 1800 New York, NY 10016, United States of America.

INTRODUCTION

- (A) The Consortium Members have agreed to subscribe for, in aggregate, up to 967,048,345 new Ordinary Shares in the Company pursuant to a subscription agreement (the "**Subscription Agreement**") entered into between the Consortium Members and the Company on or about the date of this Agreement.
- (B) In consideration of the mutual promises of each of the parties, the parties wish to enter into this Agreement to regulate their relationship with each other in respect of the Company.

1. INTERPRETATION

1.1 Definitions

In this Agreement:

"**Affiliates**" means:

- (a) when used in the context of a controlling shareholder who is an individual:
 - (i) that individual's spouse, civil partner or child (together "**the individual's family**");
 - (ii) the trustees (acting as such) of any trust of which the individual or any of the individual's family is a beneficiary or discretionary object (other than a trust which is either an occupational pension scheme or an employees' share scheme which does not, in either case, have the effect of conferring benefits on persons all or most of whom are controlling shareholders);
 - (iii) any company in whose equity securities the individual or any member or members (taken together) of the individual's family or the individual and any such member or members (taken together) are directly or indirectly interested (or have a conditional or contingent entitlement to become interested) so that they are (or would on the fulfilment of the condition or the occurrence of the contingency be) able:
 - (1) to exercise or control the exercise of 30 per cent. or more of the votes able to be cast at general meetings on all, or substantially all, matters; or

- (2) to appoint or remove directors holding a majority of voting rights at board meetings on all, or substantially all, matters; and
- (iv) any partnership whether a limited partnership or limited liability partnership in which the individual or any member or members (taken together) of the individual's family are directly or indirectly interested (or have a conditional or contingent entitlement to become interested) so that they hold or control or would on the fulfilment of the condition or the occurrence of the contingency be able to hold or control:
 - (1) a voting interest greater than 30 per cent. in the partnership; or
 - (2) at least 30 per cent. of the partnership.

For the purpose of sub-clause (a)(iii), if more than one controlling shareholder of the Company, its parent undertaking or any of its subsidiary undertakings is interested in the equity securities of another company, then the interests of those controlling shareholders and their associates will be aggregated when determining whether that company is an associate of a controlling shareholder; and

- (b) when used in the context of a controlling shareholder which is a company:
 - (i) any other company which is its subsidiary undertaking or parent undertaking or fellow subsidiary undertaking of the parent undertaking;
 - (ii) any company whose directors are accustomed to act in accordance with a controlling shareholder's directions or instructions; and
 - (iii) any company in the capital of which a controlling shareholder and any other company under sub-clause (b)(i) or (b)(ii) taken together, is (or would on the fulfilment of a condition or the occurrence of a contingency be) able to exercise power of the type described in sub-clause (a)(iii)(1) or (a)(iii)(2) of this definition.

"**AIM**" means the AIM Market operated by the London Stock Exchange;

"**AIM Rules**" means the AIM Rules for Companies published by the London Stock Exchange from time to time;

"**Authorised Attorney**" means Tamir Koch, or such substitute attorney as he may appoint from time to time in accordance with clause 6.1(b);

"**Business Day**" means any day other than a Saturday, a Sunday or Public Holiday;

"**Closing**" has the meaning given in the Subscription Agreement;

"**Companies Act**" means The Companies Act, 2006;

"**Company**" means 7digital Group plc incorporated and registered in England and Wales under Companies Act 1985 with registered number 03958483;

"**Company Meeting**" has the meaning given in clause 4.1;

"**Condition Precedent**" has the meaning given in clause 2.1;

"**Consortium Meeting**" means a meeting of the Consortium Members;

"Consortium Members" means, together, Magic and SKH as well as any other person who becomes a party to this Agreement by agreeing to be bound by its terms by virtue of executing a Deed of Adherence, each a **"Consortium Member"**;

"Consortium Shares" has the meaning given in clause 3;

"Date of Deemed Receipt" has the meaning given in clause 5.3(a);

"Deed of Adherence" means a deed in all material respects in the form set out in Schedule 1;

"Dispute" means any dispute, claim or controversy in any way relating to, in connection with or arising out of this Agreement, whether contractual or non-contractual (and including any dispute, claim or controversy regarding: (i) its negotiation; (ii) its interpretation; (iii) its existence, validity or enforceability; (iv) the performance of a party's duties or obligations under it; or (v) its breach or termination);

"Effective Date" means the date on which the Condition Precedent is satisfied in accordance with clause 2.1;

"Electronic Communication" means any electronic means of communication that, ordinarily employed, enables communication concurrently with another person without an intermediary;

"Excluded Shares" means any Ordinary Shares in which a Consortium Member and/or its Affiliates hold a legal or beneficial interest, from time to time, that are allotted to it by the Company pursuant in lieu of a dividend or as a bonus issue;

"Insolvency Event" means, in relation to any person, any of the following:

- (a) the existence of circumstances by which it may be deemed to be, or otherwise declare itself to be, insolvent or unable to pay its debts as they fall due;
- (b) the cessation or suspension of the payment of all, or a particular class of, its creditors or a threat to do so;
- (c) the taking of any formal or informal steps with a view to the deferral, rescheduling or other readjustment of all, or a particular class of, its creditors, or the taking of any formal steps to make a general assignment or arrangement or composition with or for the benefit of the relevant creditors;
- (d) any form of liquidation, receivership, administrative receivership, administration, arrangement or scheme with creditors, moratorium, stay or limitation of creditors' rights, interim or provisional supervision by the court or by persons appointed by the court (or any equivalent or similar procedure under the laws of any jurisdiction in which the relevant person is incorporated, registered, domiciled or resident or carries on business or has assets) being commenced or otherwise in place or under way in relation to it, whether in or out of court; or
- (e) any distress, execution or other process being levied against any of its assets which has not been satisfied in full;

"London Stock Exchange" means London Stock Exchange Group plc;

"Long Stop Date" has the meaning given in the Subscription Agreement;

"**Magic**" has the meaning given in recital (1);

"**Mediation Meeting**" has the meaning given in clause 5.3(a);

"**Mediation Notice**" has the meaning given in clause 5.3(a);

"**Mediators**" has the meaning given in clause 5.3(a);

"**Meeting Notice**" has the meaning given in clause 4.4(a);

"**Ordinary Shares**" means ordinary shares of 0.01 pence each in the capital of the Company (as may be subdivided or consolidated by the Company, from time to time);

"**Public Holiday**" means a Public Holiday being a day on which banks are not open for commercial operations in England and Wales;

"**Transfer**" means, in relation to Consortium Shares, the transfer, assignment or other disposal of a legal, beneficial or other interest in such Consortium Shares (whether directly or indirectly), or the creation of a pledge, charge, trust or other form of encumbrance in respect of such Consortium Shares, or any agreement to do any of the foregoing;

"**SKH**" has the meaning given in recital (2);

"**Subscription Agreement**" has the meaning given in recital (A) to this Agreement;

"**Surviving Provisions**" means clauses 8 to 16 and each provision of this Agreement necessary for a party to enforce those clauses;

"**Takeover Code**" means the City Code on Takeovers and Mergers;

"**Takeover Panel**" means the UK Panel on Takeovers and Mergers;

"**Unresolved Matter**" has the meaning given in clause 5.3(c); and

"**£**" or "**GBP**" means the lawful currency of the United Kingdom, from time to time.

1.2 **General Interpretation**

In this Agreement:

- (a) a reference to a clause, paragraph or schedule is, unless stated otherwise, a reference to a clause or paragraph of, or schedule to, this Agreement;
- (b) a reference in a schedule to a paragraph is, unless otherwise stated, a reference to a paragraph in that schedule or, where that schedule is split into parts, a reference to a paragraph in that part of that schedule;
- (c) a reference to any statute or statutory provision is a reference to that statute or statutory provision as re-enacted, amended or extended before the date of this Agreement and includes reference to any subordinate legislation (as re-enacted, amended or extended) made under it before the date of this Agreement;
- (d) a reference to a "**person**" includes any individual, company, corporation, firm, partnership, joint venture, association, state, state agency, institution or trust (whether or not having a separate legal personality);

- (e) a reference to one gender is a reference to all or any genders;
- (f) a reference to a particular time of day is, unless stated otherwise, a reference to that time in London, England;
- (g) a reference to "**including**" or "**includes**" does not limit the scope of the meaning of the words preceding it;
- (h) where a party has to "**procure**" anything under this Agreement the obligation is only to do so to the extent permitted by law or any relevant regulatory body or authority; and
- (i) a reference to a "**holding company**" or a "**subsidiary**" means a holding company or a subsidiary (as the case may be) as defined in section 1159 of the Act and for the purposes only of the membership requirement contained in sections 1159(1)(b) and (c), a company shall be treated as a member of another company even if its shares in that other company are registered in the name of:
 - (i) another person (or its nominee), by way of security or in connection with the taking of security; or
 - (ii) its nominee; and
- (j) a reference to a person's "**Group**" is, unless otherwise stated, a reference to that person, its subsidiaries, its holding companies and any other subsidiaries of its holding companies; and
- (k) a reference to "**parties**" or a "**party**" means the parties, or a party, to this Agreement whether by virtue of being an original signatory to it or agreeing to be bound by its terms by virtue of executing a Deed of Adherence.

1.3 The schedules form part of this Agreement and a reference to "**this Agreement**" includes its schedules.

1.4 The headings in this Agreement do not affect its interpretation.

1.5 Each provision of this Agreement has been negotiated by the parties and drafted for the benefit of all the parties, and accordingly no rule of construction (including the *contra proferentum* rule) may be applied to the disadvantage of a party because that party was responsible for, or participated in, the preparation or drafting of this Agreement or any part of it.

2. **CONDITION PRECEDENT**

2.1 This Agreement is conditional on Closing having occurred on or before the Long Stop Date (the "**Condition Precedent**").

2.2 If the Condition Precedent is not satisfied on or before the Long Stop Date, then this Agreement will automatically terminate and clause 9.3 shall apply.

2.3 The Condition Precedent is not capable of waiver.

2.4 Each of the Consortium Members shall use reasonable endeavours to procure the fulfilment of the Condition Precedent as soon as possible after the date of this Agreement (including co-operating in good faith and providing such information as may be reasonably required in a timely manner).

2.5 No Consortium Member shall have any claim under this Agreement against any other Consortium Member as a result of, or arising out of or pursuant to, the non-fulfilment of the Condition Precedent other than a claim for a breach by a Consortium Member of any of its obligations under clause 2.4.

3. **CONSORTIUM SHARES**

The rights and obligations in this Agreement apply to each Consortium Member with respect to any Ordinary Shares in which it and/or its Affiliates hold a legal or beneficial interest, from time to time (whether acquired pursuant to the Subscription Agreement or otherwise), but excluding the Excluded Shares (the "**Consortium Shares**").

4. **CONSORTIUM MEETINGS**

4.1 As soon as practicable following the circulation by the Company of a notice convening a general meeting, annual general meeting or other meeting of the holders of Ordinary Shares (each, a "**Company Meeting**"), the Authorised Attorney shall convene a Consortium Meeting in accordance with clause 4.4 so that the Consortium Members can determine how the Consortium Shares will be voted in respect of each matter to be put to the Company Meeting.

4.2 Any Consortium Member may convene a Consortium Meeting, from time to time, in accordance with clause 4.4.

4.3 The Consortium may conduct a Consortium Meeting entirely by means of Electronic Communication.

4.4 In respect of any Consortium Meeting:

(a) at least five Business Days written notice or such shorter period of notice as the Consortium Members may agree in writing (the "**Meeting Notice**") shall be given to each Consortium Member and the Authorised Attorney in respect of any Consortium Meeting, provided that any such Consortium Meeting convened in respect of matters to be put to a Company Meeting shall (unless otherwise agreed in writing between the Consortium Members) be held at least five Business Days before the relevant Company Meeting;

(b) the Meeting Notice shall:

(i) specify the date, time and place of the Consortium Meeting;

(ii) the matters to be put to a vote at the Consortium Meeting; and

(iii) provide any necessary information, including international dial-in details, so that Consortium Members and the Authorised Attorney can attend by means of Electronic Communication or otherwise in accordance with clause 4.4(e);

(c) each Consortium Member shall be entitled to appoint, from time to time, an authorised representative or proxy to attend, speak and vote on its behalf at any Consortium Meeting or any adjournment of such a meeting;

(d) the Authorised Attorney shall be entitled to attend and speak at any Consortium Meeting (whether in person or by proxy), but shall not be entitled to vote on any matter put to the Consortium Meeting or any adjournment of such a meeting;

- (e) a person (whether being a Consortium Member, the Authorised Attorney or a proxy or authorised representative of a Consortium Member) may attend and shall be treated as being in attendance at a Consortium Meeting if (even though not in the same place as other attendees) they are able to communicate (including by means of Electronic Communication) to the others attending the Consortium Meeting and if they are able to vote during the Consortium Meeting on the matters put to the meeting in real time;
- (f) the quorum required to constitute a Consortium Meeting shall be one authorised representative or proxy of each of Magic on the one hand and SKH on the other hand;
- (g) if no quorum is present at any Consortium Meeting, the meeting shall be adjourned to the same time on the following Business Day and the Consortium Members present (in person or by proxy or authorised representative) present 15 minutes after the commencement of the adjourned meeting shall constitute a quorum; and
- (h) notwithstanding the number of Consortium Shares held by any Consortium Member or its Affiliates, any matter put to a vote at a Consortium Meeting or any adjournment of such meeting shall be decided by a majority in number of the Consortium Members in attendance (whether in person or by proxy or authorised representative) and voting on such matter but which must in any event include both Magic and SKH.

4.5 As soon as practicable following the conclusion of any Consortium Meeting convened to consider the matters to be put to a Company Meeting (and in any event by 5.00 p.m. on the following Business Day), Magic and SKH shall jointly notify the Authorised Attorney in writing of the decision of the Consortium Meeting as to how the Consortium Shares should be voted in respect of each matter to be put to the Company Meeting.

5. DEADLOCKS

5.1 For the purposes of this clause 5, "**Deadlock**" means:

- (a) the failure to decide by the necessary majority at a Consortium Meeting how the Consortium Shares should be voted in respect of any matter to be put to a Company Meeting; or
- (b) the failure to hold a quorate Consortium Meeting to determine how the Consortium Shares should be voted in respect of any matter to be put to a Company Meeting at least five Business Days before the relevant Company Meeting.

5.2 Each Consortium Member undertakes to use reasonable endeavours and to act in good faith to avoid causing a Deadlock.

5.3 In the event of a Deadlock:

- (a) any Consortium Member may deliver written notice of the Deadlock (a "**Mediation Notice**") to the other Consortium Members. The Consortium Members shall use all reasonable endeavours to convene a meeting prior to the relevant Company Meeting (the "**Mediation Meeting**") of their authorised representatives (the "**Mediators**") for a date not less than two, but not more than four, Business Days

after the date the Mediation Notice is deemed to be received by the Consortium Members (the "**Date of Deemed Receipt**");

- (b) the Mediators shall negotiate in good faith to resolve the Deadlock at the Mediation Meeting and as soon as practicable following the completion of the Mediation Meeting (and in any event before the relevant Company Meeting), Magic and SKH shall jointly notify the Authorised Attorney in writing of the decision of the Mediation Meeting as to how the Consortium Shares should be voted in respect of each matter resolved at the Mediation Meeting that is to be put to the Company Meeting; and
- (c) if the Mediators are unable to resolve the Deadlock, or the Mediation Meeting is not held, by 5.00 p.m. on the Business Day immediately preceding the relevant Company Meeting, each Consortium Member shall be able to vote their Consortium Shares freely at the relevant Company Meeting in respect of the matter giving rise to the Deadlock (each such matter, an "**Unresolved Matter**"). For the avoidance of doubt, the Consortium Members shall not be able to vote their Consortium Shares freely in respect of any matter decided by the necessary majority at a Consortium Meeting or a Mediation Meeting and notified to the Authorised Attorney in accordance with clause 4.5 or 5.3(b).

5.4 Mediation Meetings shall be held at such time and place as is agreed by the Mediators or, failing such agreement within two days from the Date of Deemed Receipt, by means of Electronic Communication on the earlier of:

- (a) the date that is four Business Days after the Date of Deemed Receipt; and
- (b) the Business Day immediately preceding the relevant Company Meeting.

5.5 If agreed to in writing by the other Consortium Members, a Mediator may attend and shall be treated as being in attendance at a Mediation Meeting if (even though not in the same place as other attendees) they are able to communicate (including by means of Electronic Communication) to the others Mediators attending the Mediation Meeting and if they are able to vote during the Mediation Meeting on the matters put to the meeting in real time.

6. **VOTING POWER OF ATTORNEY**

6.1 Subject to clause 6.7, each Consortium Member hereby appoints the Authorised Attorney as their attorney, with full power to exercise all voting rights in relation to the Consortium Shares registered in their name or otherwise, and on their behalf, as the Authorised Attorney in accordance with any instructions notified to him pursuant to clause 4.5 or 5.35.3(b), including (but not limited to):

- (a) completing and returning proxy cards, consents to short notice and/or any documents required to be signed by the registered holder of the Consortium Shares; and
- (b) appointing one or more persons to act as a substitute attorney and to exercise one or more of the powers conferred on the Authorised Attorney by this clause 6 (other than the power to appoint a substitute attorney) and to revoke any such appointment.

6.2 Any attorney which is a corporation aggregate may delegate one or more of the powers conferred on it by the power of attorney in this clause 6 to an officer or officers appointed for that purpose by its board of directors by resolution or otherwise.

- 6.3 Each Consortium Member hereby undertakes, other than in respect of an Unresolved Matter:
- (a) not to exercise or attempt to exercise any rights attaching to its Consortium Shares or exercisable in their capacity as the registered holder of such Consortium Shares without the Authorised Attorney's prior written consent; and
 - (b) to act promptly in accordance with the Authorised Attorney's instructions in relation to any rights exercisable or anything received by them in their capacity as the registered holder of its Consortium Shares.
- 6.4 Each Consortium Member undertake to ratify and confirm whatever the Authorised Attorney does or purports to do in good faith in the exercise of any power conferred by this power of attorney.
- 6.5 Each Consortium Member declares that a person who deals with the Authorised Attorney in good faith may accept a written statement signed by the Authorised Attorney that this power of attorney has not been revoked as conclusive evidence of that fact.
- 6.6 Each Consortium Member severally undertakes to indemnify the Authorised Attorney fully against all claims, losses, costs, expenses, damages or liability which it sustains or incurs as a result of any action taken by it in good faith under this power of attorney (including any cost incurred in enforcing this indemnity).
- 6.7 The Authorised Attorney hereby undertakes to exercise its powers under this clause 6 in accordance with the decision of any applicable Consortium Meeting or Mediation Meeting that is duly notified to him in accordance with clause 4.5 or clause 5.3(b) (as applicable).

7. **WARRANTIES**

Each party warrants to each other parties on the date of this Agreement and immediately before the Effective Date that each of the following statements (if applicable to such party) is true, accurate and not misleading:

- (a) where such party is a corporation or similar entity, it has been duly incorporated and is validly existing under the laws of the jurisdiction in which it is incorporated;
- (b) it has the power to execute and deliver, and to perform its obligations under, this Agreement and has taken all necessary actions to authorise such execution and delivery and the performance of such obligations;
- (c) its obligations under this Agreement are legal, valid, binding and enforceable in accordance with their terms;
- (d) the execution and delivery of, and the performance by it of its obligations under, this Agreement does not and will not conflict with or constitute a default under any provision of:
 - (i) any agreement or instrument to which it is a party; or
 - (ii) any law, order, judgement, award, injunction, decree, rule or regulation by which it is bound; or
 - (iii) where such party is a corporation or similar entity, its constitution; and
- (e) no Insolvency Event has occurred in relation to it.

8. **FUTURE CONSORTIUM MEMBERS**

The parties hereby agree that, subject to their prior written consent, a person holding Ordinary Shares that duly executes a Deed of Adherence shall have the rights and obligations set out in this Agreement as a Consortium Member.

9. **TERM AND TERMINATION**

9.1 **Term**

This Agreement takes effect on its execution and shall continue until it is terminated in accordance with clause 9.2

9.2 **Circumstances for termination**

This Agreement terminates:

- (a) in respect of the rights and obligations of all parties on the date on which:
 - (i) there are no longer two or more parties that hold Consortium Shares;
 - (ii) the Consortium Member agree in writing to terminate this Agreement; or
 - (iii) a resolution is passed by shareholders or creditors, or an order made by a court or other competent body or person instituting a process that must lead to the Company being wound up and its assets being distributed among the Company's creditors, shareholders or other contributors; and
- (b) in respect of the rights and obligations of any one Consortium Member, on the date on which it (together with its Affiliates) cease to hold any Consortium Shares.

9.3 **Effect of termination**

If this Agreement terminates in respect of the rights and obligations of any party, that party's rights and obligations under this Agreement will cease immediately on termination except that:

- (a) each party must continue to comply with the Surviving Provisions; and
- (b) termination of this Agreement does not affect a party's right to claim for a breach of the other party's obligations in relation to this Agreement if that breach occurred before termination and each party must continue to comply with each provision of this Agreement necessary for a party to enforce such a right.

10. **BREACH**

Should any of the parties ("**Defaulting Party**") commit a breach of any provision of this Agreement and fail to remedy such breach within fourteen days after receiving written notice from any other party ("**Aggrieved Party**") requiring the Defaulting Party to do so then the Aggrieved Party shall be entitled, without prejudice to the Aggrieved Party's other rights in law, to claim immediate specific performance of all of the Defaulting Party's obligations whether or not due for performance without prejudice to the Aggrieved Party's right to claim damages.

11. CONFIDENTIALITY AND ANNOUNCEMENTS

11.1 Confidential information

"**Confidential Information**" means all or any information of a confidential nature disclosed (whether before or after the date of this Agreement) by or on behalf of one party and all information concerning the business or property of the Company or any member of the Group or any business, property or transaction in which the Company or a member of the Group may be or may have been concerned or interested and, in each such case, this includes the terms of this Agreement, the negotiations relating to this Agreement, the subject matter of this Agreement and the involvement of the parties in the transactions contemplated by this Agreement.

11.2 Confidentiality undertaking

Except as provided in clauses 11.4 or 11.5 or otherwise by this Agreement, each party must:

- (a) keep the others' and the Company's Confidential Information strictly confidential;
- (b) not use, reproduce or record in any medium or form any of the others' and the Company's Confidential Information except to the extent that it is strictly necessary for the proper purposes of this Agreement; and
- (c) not disclose the others' or the Company's Confidential Information to any third party.

11.3 Announcements

Except as provided by clause 11.4 or 11.5, a party must not, without the prior written consent of the other parties, release any press statement or announcement regarding its relationship with any other party or the Company.

11.4 Permitted disclosures

Each party may disclose Confidential Information to those of its and its Affiliates' directors, employees and professional advisers who, in each case, reasonably require the information for the purposes of this Agreement, performing their respective obligations under this Agreement and/or enjoying their respective rights and benefits under this Agreement, and each party must place all such persons to whom it permits access to such information under obligations equivalent to those placed upon that party under this clause 11 and must take all steps open to it to enforce such obligations.

11.5 Exceptions

The obligations of confidentiality and restrictions on announcements and public statements imposed in this clause 11 do not apply to any Confidential Information:

- (a) that the recipient is required to disclose, or to any announcement or public statement which a party is required to make, by any applicable law or regulation (including the Takeover Code and the AIM Rules) or by any competent authority (including the Takeover Panel and the London Stock Exchange) provided that the party making such disclosure notifies the other parties before (or if that is not practicable, immediately after) such disclosure is made and makes reasonable attempts to ensure that the information is treated as confidential by such authority;

- (b) which the recipient can reasonably demonstrate is in the public domain otherwise than by a breach of this Agreement by the disclosing party or by any person subject to an obligation of confidentiality;
- (c) which is already known to the recipient at the date of disclosure and was not acquired directly or indirectly from the disclosing party;
- (d) which is required to be disclosed by a court order after reasonable attempts have been made via legal remedies, to prevent such disclosure; or
- (e) which is disclosed to a potential purchaser to whom the disclosing party is entitled to Transfer its respective Consortium Shares in accordance with the provisions of this Agreement, provided that before any Confidential Information is disclosed, such potential purchaser enters into appropriate confidentiality undertakings.

12. NOTICES

12.1 Any notice or other communication to be given hereunder shall either be delivered personally or sent by first class post or by email if sent:

- (a) in the case of Magic, to the address stated at the head of this Agreement or, in respect of any notice sent by email, to alan.dacosta@ram.co.za marked "For the attention of Alan Da Costa";
- (b) in the case of SKH, to the address stated at the head of this Agreement or, in respect of any notice sent by email, to yaron@ikoch.com marked "For the attention of Yaron Koch" with a copy to tamir@triplay-inc.com marked "For the attention of Tamir Koch";
- (c) in the case of the Authorised Attorney, to the address stated at the head of this Agreement or, in respect of any notice sent by email, to tamir@triplay-inc.com marked "For the attention of Tamir Koch"; or
- (d) in respect of any of the parties, to such other address or email address as the party to be served may have previously notified to all the other parties.

12.2 All notices shall be deemed to have been served as follows:

- (a) if personally delivered, at the time of delivery;
- (b) if posted, at the expiration of 72 hours after the envelope containing the same was delivered into the custody of the postal authorities; and
- (c) if communicated by email, at the time the email was sent,

provided that where, in the case of delivery by hand or transmission by email, such delivery or transmission occurs after 6.00 p.m. on a Business Day or on a day which is not a Business Day, service shall be deemed to occur at 9.00 a.m. on the next Business Day.

12.3 In proving such service it shall be sufficient to prove that personal delivery was made, or that the envelope containing such notice was properly addressed and delivered into the custody of the postal authorities as a pre-paid first class letter or equivalent, or that the email was sent to the email address specified in clause 12.1.

13. ENTIRE AGREEMENT

13.1 The entire agreement

This Agreement sets out the entire agreement between the parties in respect of the subject matter of this Agreement and supersedes any previous agreement or arrangement between the parties relating to such subject matter.

13.2 No reliance on a statement outside this Agreement

Each party agrees and acknowledges that it has not relied on or been induced to enter into this Agreement by a warranty, statement, representation or undertaking which is not expressly included in this Agreement.

13.3 No remedy for a statement outside this Agreement

No party has any claim or remedy in respect of a warranty, statement, misrepresentation (whether negligent or innocent) or undertaking made to it by or on behalf of another party in connection with the subject matter of this Agreement or which is not expressly included in this Agreement.

13.4 Clause does not apply in the event of fraud

Nothing in this clause 13 limits or excludes liability arising as a result of fraud, wilful concealment or wilful misconduct.

14. GENERAL

14.1 Variation

No alteration to, or variation of, this Agreement shall be effective unless it is in writing and signed by or on behalf of all the parties.

14.2 Costs

Each party shall bear its own legal and professional fees, costs and expenses incurred in connection with this Agreement.

14.3 Waiver of rights

14.4 No delay or failure by a party to exercise or enforce (in whole or in part) any right provided by this Agreement or by law shall operate as a release or waiver, or in any way limit that party's ability to further exercise or enforce that, or any other, right. A waiver of any breach of any provision of this Agreement shall not be effective, or implied, unless that waiver is in writing and is signed by the party against whom that waiver is claimed.

14.5 Further assurances

Each of the parties to this Agreement shall execute and perform (and procure that there are executed and performed) such further documents and acts as the other parties to this Agreement may reasonably require to give effect to the provisions of this Agreement.

14.6 Counterparts

This Agreement may be entered into in any number of counterparts and by the parties to it on separate counterparts, each of which when so executed and delivered shall be an

original, but all the counterparts shall together constitute one and the same instrument. Delivery of an executed signature page of a counterpart by facsimile transmission or in Adobe Portable Document Format (PDF) sent by electronic mail shall take effect as delivery of an executed counterpart of this Agreement. If either method is adopted, without prejudice to the validity of such agreement, each party shall provide the others with the original of such page as soon as reasonably practicable thereafter.

14.7 No third party rights

Each of the parties to this Agreement agrees that a person who is not a party to this Agreement shall have no rights under the Contracts (Rights of Third Parties) Act 1999.

14.8 Several obligations

14.9 Each of the obligations of the parties to this Agreement is several, not joint and several, and no party shall be liable to any other party for any failure of or default by another party to comply with its obligations hereunder.

14.10 No Partnership

Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership between the parties. Each party confirms it is acting on its own behalf and not for the benefit of any other person.

15. GOVERNING LAW AND JURISDICTION

15.1 This Agreement, the jurisdiction clause contained in it, all the documents referred to in it which are not expressed to be governed by another law, and all non-contractual obligations arising in any way whatsoever out of or in connection with this Agreement or any such documents are governed by, construed and take effect in accordance with, English law.

15.2 The courts of England have exclusive jurisdiction to settle any claim, Dispute or matter of difference which may arise in any way whatsoever out of or in connection with this Agreement (including without limitation claims for set-off or counterclaim) or the legal relationships established by this Agreement.

15.3 A document which starts or is otherwise required to be served in connection with any legal action or proceedings relating to a Dispute ("**Process Document**") may be served in the same way as notices in accordance with clause 12 and may be deemed served if served in accordance with clause 16. This sub-clause does not prevent a Process Document being served in another manner permitted by law.

16. PROCESS AGENT

16.1 Each party irrevocably appoint the person set out next to its name to receive, for it and on its behalf, service of process in proceedings in England and Wales:

(a) in the case of Magic: Hogan Lovells International LLP (Address: Atlantic House, Holborn Viaduct, London EC1A 2FG, (FOA Daniel Simons)) with a copy to: Daniel.Simons@hoganlovells.com and alan.dacosta@ram.co.za;

(b) in the case of SKH: Hogan Lovells International LLP (Address: Atlantic House, Holborn Viaduct, London EC1A 2FG, (FOA Daniel Simons)) with a copy to:

Daniel.Simons@hoganlovells.com and tamir@triplay-inc.com and yaron@ikoch.com; and

- (c) in the case of the Authorised Attorney: Hogan Lovells International LLP (Address: Atlantic House, Holborn Viaduct, London EC1A 2FG, (FOA Daniel Simons)) with a copy to: Daniel.Simons@hoganlovells.com and tamir@triplay-inc.com.

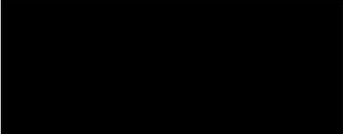
16.2 Such service shall be deemed completed on delivery to the process agent (whether or not it is forwarded to and received by the relevant party). If for any reason the process agent ceases to be able to act as such or no longer has an address in England and Wales, the relevant party irrevocably agrees to appoint a substitute process agent and to deliver to the other parties a copy of the new process agent's acceptance of that appointment, within 30 days thereof.

EXECUTED as a deed and delivered on the date stated on the first page of this Agreement

Executed as a deed on behalf of)
Magic Investments S.A., a company)
incorporated in Luxembourg, acting by)
a director in the presence of a witness



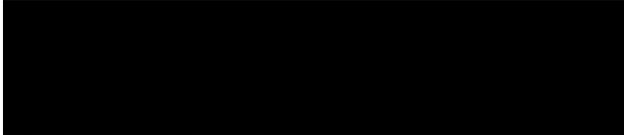
.....
Authorised Signatory
Name: Alan Da Costa
Title: Director



.....
Witness signature

Witness name: Caroline Morrison
Witness address: 27 Wrench Road,
Isando, RSA

Executed as a deed on behalf of)
Shmuel Koch Holdings Limited, a)
company incorporated in Israel, acting)
by an Authorised Signatory being a
person who, in accordance with the
laws of that territory, is acting under
the authority of the company


Authorised Signatory

Name: Yaron Asher Koch

Title: Director


.....
Witness Signature

Witness Name: Esti Koch

Witness Address: ¹⁴ Haoren st Raanana Israel

Executed as a deed by **Tamir Koch**)
signing in the presence of a witness)
)

.....

Tamir Koch */*

.....

Witness si

Witness name: Michael Juskiewicz

Witness address: 606 West 57th street, Apt 3904, NYC NY 10019

SCHEDULE 1

Form of Deed of Adherence

THIS DEED is dated [●]

PARTIES

- (1) [●] a company incorporated in [●] (company number [●]) whose registered office is at [●] (the "**New Party**");
- (2) **Magic Investments S.A.**, a company incorporated under the laws of Luxembourg (registered with the Luxembourg Register of Commerce and Companies under number B186.943) whose registered office is at 33, rue du Puits Romain L-8070 Bertrange, Grand Duchy of Luxembourg ("**Magic**");
- (3) **Shmuel Koch Holdings Limited**, a company incorporated under the laws of Israel (registered number [●]), whose registered office is at [●] (the "**SKH**"); and
- (4) **Tamir Koch**, an [Israeli] citizen resident in the state of New York, United States of America whose address is [●] (the "**Authorised Attorney**").

INTRODUCTION

This deed is supplemental to the consortium agreement dated [●] 2019 between Magic, SKH, the Authorised Attorney and such other persons who may become a party thereto (the "**Agreement**").

THIS DEED WITNESSES THAT:

1. The New Party hereby confirms that it has been supplied with a copy of the Agreement and hereby covenants with each of the parties to the Agreement that, with effect from the date hereof, the New Party shall observe, perform and be bound by all the terms of the Agreement applicable to a Consortium Member (as defined in the Agreement) as if it were a party thereto and named therein as a party and acknowledges and agrees to the rights of the other parties under the Agreement (in each capacity in which they may be a party thereto).
2. Each of the other parties to the Agreement hereby covenants with the New Party that the New Party shall, with effect from the date hereof, be entitled to the benefit of the terms of the Agreement applicable to a Consortium Member as if it were a party thereto and named therein as a party.
3. The New Party warrants to each existing party to the Agreement on the date of this Deed that each of the statements set out in clause [8] of the Agreement is true, accurate and not misleading.
4. The New Party hereby confirms that its address for the purposes of clause [12] of the Agreement is [●].
5. [The New Party hereby confirms that its address for service of process in proceedings in England and Wales for the purposes of clause [15] of the Agreement is [●].]
6. This deed shall be governed by, construed and take effect in accordance with, English law. The courts of England have exclusive jurisdiction to settle any claim, dispute or matter of difference which may arise in any way whatsoever out of or in connection with this deed.

EXECUTED as a deed and delivered on the date of this Agreement

[Signature blocks to be inserted]