

Denna kallelse till obligationsinnehavarna är endast utformad på engelska.

Stockholm, 19 December 2023

To the bondholders in:

ISIN: SE0015807888 – Catena Media Plc maximum EUR 100,000,000 Senior Unsecured Callable Floating Rate Bonds 2021/2024

NOTICE OF WRITTEN PROCEDURE – REQUEST TO AMEND THE TERMS AND CONDITIONS

This voting request for procedure in writing has been sent on 19 December 2023 to bondholders directly registered as of 18 December 2023 in the debt register (Sw. *skuldbok*) kept by the CSD. If you are an authorised nominee under the Swedish Central Securities Depositories and Financial Instruments Accounts Act (Sw. *lag (1998:1479) om värdepapperscentraler och kontoföring av finansiella instrument*) or if you otherwise are holding Bonds on behalf of someone else on a Securities Account, please forward this notice to the bondholder you represent as soon as possible. For further information, please see below under Section 7.3 (*Voting rights and authorisation*).

Key information

Record Date for being eligible to vote:	28 December 2023
Deadline for voting:	15:00 CET on 10 January 2024
Quorum requirement:	At least twenty (20.00) per cent. of the Adjusted Nominal Amount
Majority requirement:	At least two thirds (2/3) of the Adjusted Nominal Amount for which Bondholders reply in this Written Procedure

Nordic Trustee & Agency AB (publ) acts as agent (the “**Agent**”) for the bondholders of the bonds (the “**Bondholders**”) in the above mentioned bond issue ISIN SE0015807888 with an aggregated amount outstanding of EUR 55,000,000 (the “**Bonds**”) issued by Catena Media Plc (the “**Issuer**”). In its capacity as Agent, and as requested by the Issuer, the Agent hereby initiates a procedure in writing (the “**Written Procedure**”) as required by the Terms and Conditions (as defined below), whereby Bondholders can vote for or against the Issuer’s requests.

All capitalised terms used herein and not otherwise defined in this notice (the “**Notice**”) shall have the meanings assigned to them in the terms and conditions of the Bonds (the “**Terms and Conditions**”).

The Request (as defined below) is presented to the Bondholders, without any evaluation, advice or recommendations from the Agent whatsoever. The Agent has not reviewed or assessed this Notice or the Request (and their effects, should they be adopted) from a legal or commercial perspective of the Bondholders and the Agent expressly disclaims any liability whatsoever related to the content of this Notice and the Request (and their effects, should they be adopted). The Bondholders are

recommended to seek legal advice in order to independently evaluate whether the Request (and its effects) is acceptable or not.

Prior to voting in this Written Procedure, each Bondholder shall carefully review and assess the risk factors set out in Schedule 3 (*Risk factors*).

Bondholders participate by completing and sending to the Agent the voting form, attached hereto as Schedule 1 (the “**Voting Form**”), and, if applicable, the power of attorney/authorisation, attached hereto as Schedule 2 (the “**Power of Attorney**”) or to the Agent other sufficient evidence, if the Bonds are held in custody other than by the CSD. Please contact the securities firm you hold your Bonds through if you do not know how your Bonds are registered or if you need authorisation or other assistance to participate in the Written Procedure. The Issuer kindly asks the Bondholders to send their Voting Forms and, if applicable, any Power of Attorney by email to the Agent as soon as possible upon receipt of this Notice after the occurrence of the Record Date (as defined below).

The Agent must receive the Voting Form and, if applicable, any Power of Attorney no later than 15:00 CET on 10 January 2024 either by mail, courier or email to the Agent using the contact details set out in Section 7.7 (*Address for sending replies*) below. Votes received thereafter may be disregarded.

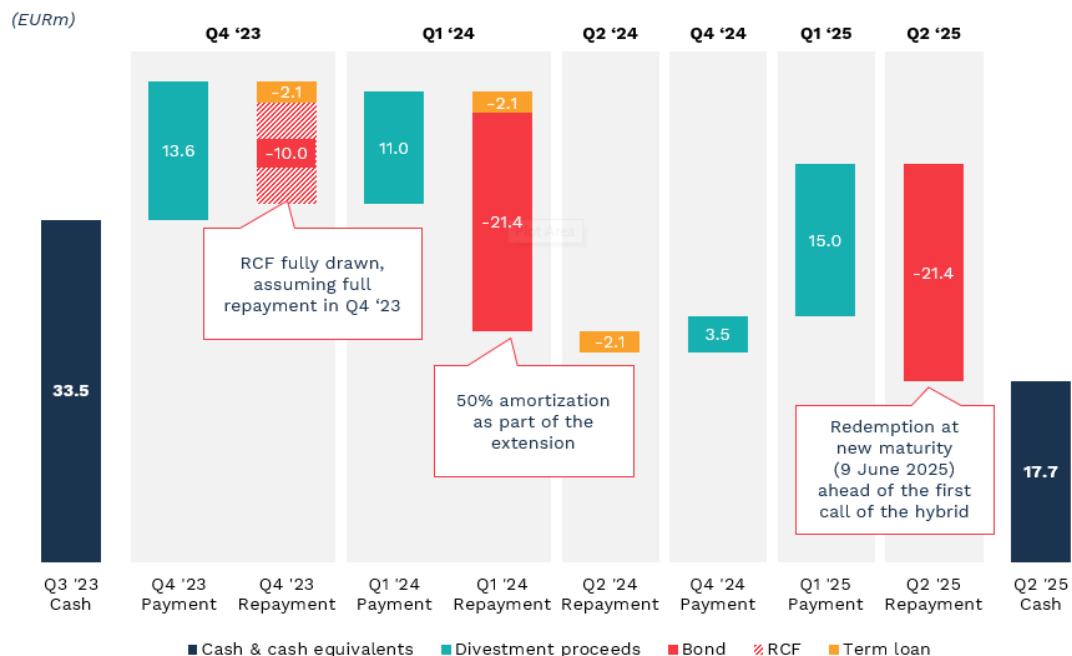
To be eligible to participate in the Written Procedure, a person must meet the criteria for being a Bondholder on 28 December 2023 (the “**Record Date**”) as further set out in Section 7.3 (*Voting rights and authorisation*). This means that the person must be registered on a Securities Account with the CSD, as a direct registered owner (Sw. *direktregistrerad ägare*) or authorised nominee (Sw. *förvaltare*) with respect to one or several Bonds.

1. Background

In May 2022, the Issuer's board initiated a strategic review following a strategic interest from third parties, including assets in its financial trading segment, the "AskGamblers" brand as well as certain other of the Issuer's global brands. The strategic review aimed to streamline the operations, with increased focus on stable, regulated markets – predominantly in the Americas on the back of high-margin opportunities as states and provinces legalise online sports betting and casino gaming. The strategic review of the business resulted in the sale of various noncore brands as the Group scaled back its activities in unregulated grey markets and those with unclear regulatory frameworks. In December 2022, the Issuer announced the sale of AskGamblers and related brands for EUR 45m. In August 2023, the UK and Australian business was sold for a total of EUR 6m. Thereafter, the Issuer completed the strategic review with a press release published on 21 November 2023 after selling also the Italian online sports betting and casino business for EUR 19.8m. All divestments part of the strategic review will in total result in EUR 73 million of divestment proceeds, with EUR 47 million being deferred with payments up until Q4 2025. Together with cash flow generated from continuing operations, the proceeds from the divestments are expected to result in a stable net cash position for the Group.

After reviewing Group's cash and cash equivalents of EUR 33.5 million as per 30 September, 2023 together with the scheduled cash inflows in divestment proceeds, the Group wishes to align the scheduled proceeds from asset sales with the bond duration while maintaining a healthy cash position, please see below illustration.

Illustrative cash bridge *pro forma* debt repayment and asset sale proceeds



As such, the Issuer hereby asks the Bondholders to approve the Issuer's proposal to make an early partial prepayment in an amount of fifty (50.00) per cent. of the outstanding Nominal Amount no later than the date falling twenty (20) Business Days after the conclusion of the Written Procedure, extend the Final Redemption Date of the Bonds by twelve (12) months and certain other amendments as set out in Section 2 (*Proposed amendments to the Terms and Conditions*) below.

2. Proposed amendments to the Terms and Conditions

The proposed amendments to the Terms and Conditions are described below (where blue and underlined text indicates additions (i.e., additions), whereas red and crossed out text indicate deletions (i.e., ~~deletions~~)) (the “**Amendments**”). Please note that consequential adjustments as a result of the proposed amendments have been left out if not deemed material for the Bondholders.

The Issuer proposes to amend the definition of Final Redemption Date as follows:

~~“Final Redemption Date” means 9 June 2024.~~

“Final Redemption Date” means 9 June 2025.

The Issuer proposes to amend Clause 10.1 as follows:

10.1 Redemption at maturity

The Issuer shall redeem all, but not only some, of the Bonds in full on the Final Redemption Date (or, to the extent such day is not a Business Day and if permitted under the CSD’s applicable regulations, on the Business Day following from an application of the Business Day Convention, and otherwise on the first following Business Day) with an amount per Bond equal to ~~one hundred (100.00)~~ one hundred point six (100.60) per cent. of the Nominal Amount together with accrued but unpaid Interest.

The Issuer proposes to amend the definition of Call Option Price, as follows as follows:

“Call Option Price” means one hundred point six (100.60) per cent. of the Nominal Amount together with accrued but unpaid interest.

~~“Call Option Price” means:~~

- ~~(a) 103.00 per cent. of the Nominal Amount together with accrued but unpaid interest, if the call option is exercised on or after the First Call Date up to (but excluding) the date falling twenty four (24) months after the First Issue Date;~~
- ~~(b) 101.80 per cent. of the Nominal Amount together with accrued but unpaid interest, if the call option is exercised on or after the date falling twenty four (24) months after the First Issue Date up to (but excluding) the date falling thirty (30) months after the First Issue Date; and~~
- ~~(c) 100.60 per cent. of the Nominal Amount together with accrued but unpaid interest, if the call option is exercised on or after the date falling thirty (30) months after the First Issue Date up to (but excluding) the Final Redemption Date.~~

The Issuer proposes to insert a new Clause 10.4 under Clause 10 (*Redemption, repurchase and prepayment of Bonds*) into the Terms and Conditions as follows:

10.4 Mandatory partial prepayment

10.4.1 The Issuer shall no later than on the date falling twenty (20) Business Days after the conclusion of the Written Procedure initiated on 19 December 2023 repay fifty (50) per cent. of the outstanding Nominal Amount at a price equal to one hundred point six (100.60) per cent. of the Nominal Amount on a *pro rata* basis. The repayment per Bond shall be equal the repaid percentage of the Nominal Amount (being the repaid amount rounded down to the nearest EUR 1.00) plus any accrued but unpaid interest on the

redeemed amounts subject to any rounding and in accordance with the procedures of the CSD.

10.4.2 Partial prepayment in accordance with this Clause 10.4.1 shall be made by the Issuer giving not less than ten (10) Business Days' notice to the Holders and the Agent. Any such notice shall state the repayment date and the relevant Record Date and is irrevocable.

The Issuer proposes to amend the definition of Permitted Debt as follows:

~~(i) incurred by the Issuer if such Financial Indebtedness (i) meets the Debt Incurrence Test (calculated pro forma including such incurrence), (ii) is unsecured and ranks pari passu with or is subordinated to the obligations of the Issuer under the Finance Documents and (iii) has a final redemption date or, when applicable, early redemption dates or instalment dates which occur after the Final Redemption Date;~~

The Issuer proposes to amend the definition of Bank Debt as follows:

"Bank Debt" means (i) the existing EUR 6,250,000 term credit facility and (ii) any revolving credit facility provided that the aggregate amount under such revolving credit facility does not at any time exceed EUR 10,000,000. ~~means one or more the term or and revolving credit facilities or any other bank debt and in an aggregate amount not at any time exceeding EUR 35,000,000.~~

The Issuer proposes to insert a new Clause 2.8 under Clause 2 (*The amount of the Bonds and undertaking to make payments*) into the Terms and Conditions as follows:

2.8 Notwithstanding anything to the contrary under these Terms and Conditions, the Issuer may not issue any Subsequent Bonds under these Terms and Conditions.

3. Request

The Bondholders are asked to confirm that the Bondholders agree to the proposed Amendments set out in Section 2 (*Proposed amendments to the Terms and Conditions*) (the "Request").

4. Consent Fee

If the Request is approved by the Bondholders, a consent fee amounting to one (1) per cent. of the Nominal Amount (being in an aggregate amount of EUR 550,000) (the "**Consent Fee**") will be paid to the Bondholders (regardless if such Bondholder has participated in the Written Procedure or voted for or against the Request). The Consent Fee shall be paid to the Bondholders on a *pro rata* basis and must be paid no later than within twenty (20) Business Days after the approval of the Request.

The payments of the Consent Fee shall be made through the CSD to such person who is registered as a Bondholder and the applicable record date for such payment shall be announced by the Issuer in the press release announcing the results of the Written Procedure.

The Agent does not administer the Consent Fee and is not involved in or in any way responsible for the Consent Fee.

5. Effective date

The Request shall be deemed approved immediately upon expiry of the voting period and satisfaction of the requisite quorum participation as set forth in Section 7.5 (*Quorum*) and

receipt of the required majority as set forth in Section 7.6 (*Majority*) or if earlier, when a requisite majority of consents of the Adjusted Nominal Amount having been received by the Agent, whereby the Amendments will come into effect. The Issuer and the Agent shall, in order to implement the Amendments, enter into amended and restated Terms and Conditions for the Bonds.

The Issuer and the Agent may agree to take any action deemed required in order to implement the Amendments.

6. Voting indications

The Agent has been informed that Bondholders representing more than 45 per cent. of the Adjusted Nominal Amount have undertaken to vote in favour of the Request.

7. Written Procedure

The following instructions need to be adhered to in the Written Procedure.

7.1 Final date to participate in the Written Procedure

The Agent must have received the votes by mail, courier or email to the address indicated below no later than 15:00 CET, on 10 January 2024. Votes received thereafter may be disregarded.

7.2 Decision procedure

The Agent will determine if received replies are eligible to participate in the Written Procedure as valid votes.

When a requisite majority of consents of the total Adjusted Nominal Amount have been received by the Agent, the Request shall be deemed to be adopted, even if the time period for replies in the Written Procedure has not yet expired.

Information about the decision taken in the Written Procedure will:

- (a) be sent by notice to the Bondholders; and
- (b) be published on the websites of the Issuer and the Agent.

A matter decided in the Written Procedure will be binding for all Bondholders, irrespective of them responding in the Written Procedure.

7.3 Voting rights and authorisation

Anyone who wishes to participate in the Written Procedure must on the Record Date 28 December 2023) in the debt register:

- (a) be registered as a direct registered owner of a Securities Account;
- (b) be registered as authorised nominee in a Securities Account, with respect to one or several Bonds; or
- (c) be a beneficial owner of a Bond with proof of ownership of the Bonds acceptable to the Agent.

7.4 Bonds registered with a nominee

If you are not registered as a direct registered owner as set forth in Section 7.3(a), but your Bonds are held through a registered authorised nominee or another intermediary as set forth in Section 7.3(b), you may have two different options to influence the voting for the Bonds:

- (a) you can ask the authorised nominee or other intermediary that holds the Bonds on your behalf to vote in its own name as instructed by you; or
- (b) you can obtain a Power of Attorney (Schedule 2) from the authorised nominee or other intermediary and send in your own Voting Form based on the authorisation. If you hold your Bonds through several intermediaries, you need to obtain authorisation directly from the intermediary that is registered in the debt register as Bondholder of the Securities Account, or from each intermediary in the chain of Bondholders, starting with the intermediary that is registered in the debt register as a Bondholder of the Securities Account as authorised nominee or direct registered owner.

Whether one or both of these options are available to you depends on the agreement between you and the authorised nominee or other intermediary that holds the Bonds on your behalf (and the agreement between the intermediaries, if there are more than one).

The Agent recommends that you contact the securities firm that holds the Bonds on your behalf for assistance, if you wish to participate in the Written Procedure and do not know how your Bonds are registered or need authorisation or other assistance to participate. Bonds owned by the Issuer, another Group Company or an Affiliate do not entitle to any voting rights.

7.5 Quorum

To approve the Request, Bondholders representing at least twenty (20) per cent. of the Adjusted Nominal Amount must reply to the Request in the Written Procedure in order to form a quorum.

If a quorum does not exist, the Agent shall initiate a second Written Procedure, provided that the Request has not been withdrawn by the Issuer. No quorum requirement will apply to such second Written Procedure. A vote cast in the Written Procedure shall, unless amended or withdrawn, constitute a vote also in a second Written Procedure (if any) pursuant to clause 16.8 of the Terms and Conditions with respect to the Request

7.6 Majority

Two thirds (2/3) of the Adjusted Nominal Amount for which Bondholders reply in the Written Procedure must consent to the Request in order for it to pass.

7.7 Address for sending replies

Return the Voting Form, Schedule 1, and, if applicable, the Power of Attorney/Authorisation in Schedule 2 or other sufficient evidence, if the Bonds are held in custody other than Euroclear Sweden, by regular mail, scanned copy by e-mail, or by courier to:

By regular mail:

Nordic Trustee & Agency AB (publ)
Attn: Written Procedure Catena Media Plc
P.O. Box 7329
SE-103 90 Stockholm

By courier:

Nordic Trustee & Agency AB (publ)
Attn: Written Procedure Catena Media Plc
Norrlandsgatan 23
SE-111 43 Stockholm

By e-mail:

voting.sweden@nordictrustee.com

8. FURTHER INFORMATION

For further questions to the Agent regarding the administration of the Written Procedure, please contact the Agent at voting.sweden@nordictrustee.com or +46 8 783 79 00.

Stockholm, 19 December 2023

NORDIC TRUSTEE & AGENCY AB (PUBL)
As Agent

Enclosed:

Schedule 1	Voting Form
Schedule 2	Power of Attorney
Schedule 3	Risk factors relating to the Request

VOTING FORM

Schedule 1

For the Written Procedure in Catena Media Plc's maximum EUR 100,000,000 Senior Unsecured Callable Floating Rate Bonds 2021/2024 with ISIN SE0015807888.

The undersigned Bondholder or authorised person/entity (the "**Voting Person**"), votes either **For** or **Against** the Request by marking the applicable box below. If a quorum does not exist in the Written Procedure, the Agent shall initiate a second Written Procedure provided that the Request has not been withdrawn by the Issuer. No quorum requirement will apply to such second Written Procedure. The undersigned Bondholder hereby confirms

that this voting form shall, unless amended or withdrawn, constitute a vote also in a second Written Procedure (if any) pursuant to clause 17.4.6 of the Terms and Conditions with respect to the Request.

NOTE: If the Voting Person is not registered as Bondholder (as defined in the Terms and Conditions), the Voting Person must enclose a Power of Attorney/Authorisation, see Schedule 2.

Capitalised terms used and not otherwise defined herein shall have the meanings assigned to them in the Notice of Written Procedure dated 19 December 2023.

☐

For the Request

☐

Against the Request

Name of the Voting Person:

Capacity of the Voting Person:

Bondholder:

☐

¹

authorised person:

☐

²

Voting Person's reg.no/id.no
and country of incorporation/domicile:

Securities Account number at Euroclear Sweden:
(if applicable)

Name and Securities Account number of custodian(s):
(if applicable)

Nominal Amount voted for (in EUR):

Contact person, daytime telephone number and e-mail
address:

Authorised signature and Name ³

Place, date:

¹ When voting in this capacity, no further evidence is required.

² When voting in this capacity, the person/entity voting must also enclose a Power of Attorney/Authorisation (Schedule 2) from the Bondholder or other proof of authorisation showing the number of votes held on the Record Date (as defined in the Notice of Written Procedure from Catena Media Plc).

³ If the undersigned is not a Bondholder as defined in the Terms and Condition and has marked the box "authorised person", the undersigned – by signing this document – confirms that the Bondholder has been instructed to refrain from voting for the number of votes cast with this Voting Form.

POWER OF ATTORNEY/AUTHORISATION

Schedule 2

For the Written Procedure in Catena Media Plc's maximum EUR 100,000,000 Senior Unsecured Callable Floating Rate Bonds 2021/2024 with ISIN SE0015807888.

NOTE: This Power of Attorney/Authorisation document shall be filled out if the Voting Person is not registered as Bondholder on the Securities Account, held with Euroclear Sweden. It must always be established a coherent chain of power of attorneys derived from the Bondholder, i.e. if the person/entity filling out this Power of Attorney/Authorisation in its capacity as "other intermediary", the person/entity must enclose its Power of Attorney/Authorisation from the Bondholder.

Capitalised terms used and not otherwise defined herein shall have the meanings assigned to them in the Notice of Written Procedure dated 19 December 2023.

Name of person/entity that is given authorisation (Sw. *befullmäktigad*) to vote as per the Record Date:

Nominal Amount (in EUR) the person/entity is authorised to vote for as per the Record Date:

Name of Bondholder or other intermediary giving the authorisation (Sw. *fullmaktsgivaren*):

We hereby confirm that the person/entity specified above (Sw. *befullmäktigad*) has the right to vote in the Written Procedure (and any second Written Procedure) for the Nominal Amount set out above.

We represent an aggregate Nominal Amount of: EUR _____

We are:

☐ Registered as Bondholder on the Securities Account

☐ Other intermediary and holds the Bonds through (specify below):

Place, date: _____

Name:

Authorised signature of Bondholder/other intermediary (Sw. *fullmaktsgivaren*)

RISK FACTORS RELATING TO THE REQUEST

Schedule 3

The holding of the Bonds and the Amendments contemplated by the Request entail certain risks. Each Bondholder should carefully review the summary risk factors set out below. The Issuer does not represent that the risks of the holding of Bonds or of the Request are exhaustive. If any of the below risks would materialise, it could have a material adverse effect on the Issuer's ability to service its debt under the Bonds.

RISK FACTORS SPECIFIC AND MATERIAL TO THE ISSUER AND THE GROUP

Markets risks

Risks relating to the Group's ability to maintain efficient search engine optimisation and online marketing

The Group's principal activity is to attract consumers through online marketing techniques, principally through search engine optimisation ("SEO") and by using paid media in the form of pay-per-click advertising ("PPC"). This in turn requires that the Group is successful in getting online users (who are not already familiar with the Group's various websites) to find the Group's websites when conducting searches in search engines, which is primarily achieved through SEO and PPC. The Group's future success is thus dependent on its ability to develop and maintain efficient capacity as regards SEO and PPC.

Risks relating to algorithm changes as regards SEO

Since PPC keywords are based on real time bidding, the Group is to a great extent dependent on its expertise in analysing such data in order to generate traffic to a website of the Group. The Group's SEO relies on specific algorithms used by the search engines and any material updates to such algorithms would require the Group to adjust its SEO accordingly without any delay. Any major changes to SEO could impact the Group's operations significantly.

Risks relating to adverse economic developments

The majority of the Group's customers are operating in the online gambling industry, which is affected by general economic trends and consumer trends outside the Group's and its customers' control. The revenues of the Group are mainly driven by the gambling activity of the online users directed by the Group to its customers, and the gambling activity is in turn driven by the online users' disposable incomes. Such disposable income may be negatively affected by factors outside of the Group's control such as increase in cost of living, rising inflation, unemployment rates, political decisions and monetary policies.

Risks relating to competition

The online gambling industry is characterised by rapid technical change, new launches and constant improvements of both games and services. The Group has to offer and develop new features on a continuous basis and perform regular system updates to attract new visitors to its websites in order to generate a sufficient amount of internet traffic to its customers and thus, revenue to the Group. There is a risk that failure by the Group to compete effectively results in a reduction of such traffic, which in turn would result in a decrease in the Group's revenues. Demand for affiliate marketing services might also decrease if operators were to shift to more in-house SEO efforts or shift away from bonus offerings.

Risks relating to the Group's business activities and industry

Risks relating to the Group's IT systems

Any interruptions or errors in internal and external IT systems that are critical to the Group's or customers' operations could cause a significant decrease in the ability of the Group and/or its

customers to supply services. Furthermore, there is a risk of information security intrusion, such as cyber-attacks or fraud, in the Group's IT systems, including in external IT systems and websites. Such security intrusion could disrupt the Group's or customers' business and lead to leakage of confidential or proprietary information or other trade secrets, as well as legal sanctions and impaired reputation.

Risks relating to recruitment and retention of employees

A failure to recruit or retain qualified employees, especially in areas requiring specialist competence such as search engine optimisation, might impair the group's ability to achieve its growth targets and achieve maximum results from business operations.

Risks relating to the Group's customer agreements

There is a risk that the Group's revenue stream is adversely affected by a general decline in the business of its customers or by any of its customers terminating their respective agreements with the Group. Further, the Group assumes unlimited liability for its services towards its customers under its customer agreements, which means, among others, that the Group may be held responsible if its customers would be subject to sanctions or other remedies from authorities due to the services provided by the Group.

Risks relating to the Group's revenue share model applied towards certain customers

The Group receives a share of the net revenue that an online user generates on a customer's website after the Group has referred the online user to the customer website. Accordingly, the net revenue is dependent on the customers' cost base for each online user directed by the Group, and such cost base may increase as a result of a wide range of different factors, including increased tax expenses, which could result in decreased revenues received by the Group. Since the Group has no direct insight in the activities of users directed to its customers, the Group must rely on the net revenue calculations of its customers which are at risk of miscalculations, either because of fraudulent or negligent calculations or as a result of human error.

Risks relating to the affiliate market being a relatively newly established market

As the affiliate market is a relatively new industry and is continuously developing, access to historical data is limited, which makes it more difficult to make long-term projections or analysis of to what extent the industry will be affected by, for example, a global financial crisis, new or amended legislation, new technology or marketing methodologies as well as increased competition from new market participants.

Legal and regulatory risks

Dependence on laws, regulations and licences

The laws and regulations that affect the online gambling industry are complex, constantly evolving, affected by political views and in some cases subject to uncertainty. There is a risk that the Group's customers will not obtain the required licences or that licences obtained are withdrawn. Furthermore, the laws and regulations for online gambling operators are currently not applicable to the Group's operations, and there is a risk that the scope of laws and regulations in the future could be extended to include the Group's operations or that new laws and regulations specifically aimed at companies promoting online gambling or financial services will be adopted in one or several jurisdictions where the Group operates.

Risks relating to the Group's intellectual property rights

The principal intellectual property rights of the Group are its domain names, its trademarks and the copyright to the content on its websites, and it utilises domain names as a means of providing its marketing services. If the Group is unable, for example, to use its trademarks and/or acquire or use suitable domain names in the countries in which it operates, or into which

it may seek to expand, there is a risk that its ability to compete effectively is impaired. In addition, there is a risk that rogue websites and social media channels are used for brand abuse and trademark infringements, and there can be no guarantee that the Group can effectively take down such websites and channels.

Taxation risks

Online gambling operators will generally not only be subject to direct corporate taxation, but also indirect taxes and gaming taxes. It is increasingly common for a licensing regime to be accompanied by a type of POC Tax, and an increased tax burden on the operators could indirectly lead to a decrease in the Group's revenue from its customers.

Risks relating to the Group's processing of personal data

The Group handles and processes personal data in the ordinary course of business and in respect of its employees. There is a risk that the Group's processing of personal data may be non-compliant with the requirements set out in the GDPR, or that measures taken to comply with the GDPR may be insufficient, which may lead to, for example, data breaches, disputes, damaged reputation, fines and increased supervision. Furthermore, there are risks pertaining to the Group's operations in jurisdictions not covered by the GDPR such as the US, since it is required by the GDPR that measures are taken in order to make sure that equivalent data protection applies to operations carried out in countries not covered by the GDPR.

Social and reputational risks

Risks relating to negative publicity and reputational damage

The gambling industry is subject to negative publicity relating to, for example, perceptions of underage gambling and exploitation of vulnerable customers. Such negative publicity could lead to declining societal acceptance of online gambling, affect the Group's reputation and ultimately to a decrease in the number of customers of the Group. Negative publicity could also affect the political policies on online gambling and cause stricter legislation to be implemented.

Risks relating to the Group's financial situation

Credit risks

Credit risk means exposure to the risk that a counterparty fails to meet its financial obligations towards the Group. Certain counterparties have outstanding substantial earn-out obligations towards the Group relating to previous disposals of assets and businesses. Should such counterparties not have sufficient funds to pay such earn-out obligations or be able to procure financing to pay such earn-out obligations, this could have a material adverse effect on the Group's financial position. The Group usually extends a 30-day credit to its customers. If the Group's customers cannot fulfil their financial obligations towards the Group, this could have a material adverse effect on the Group's financial position.

Financing and refinancing risks

The Group's ability to successfully refinance its outstanding debt is dependent upon the conditions of the capital markets, the loan market and the Group's financial position at such time. Adverse developments in the credit markets and other future adverse developments, such as the deterioration of the overall financial markets or a worsening of general economic conditions, could have a material adverse effect on the Group's ability to borrow funds as well as the cost and other terms of funding. Accordingly, the Group's financial costs could be higher and/or the refinancing possibilities could be limited or non-existent when debt owed by the Group falls due (including the Bonds) and needs to be refinanced.

Currency and interest rate risk

Changes in exchange rates can have a negative impact on profit, the balance sheet and cash flow and the Group is exposed to currency risks. The Group is incorporated in Malta and the Group's functional and presentational currency is EUR. However, the Group has significant revenue denominated in USD and most customers are billed in USD. If exchange rates fluctuate significantly, and providing that foreign exchange rates are not adequately hedged or at all, this could have negative impact on the Group's activities, financial position and results.

Interest rate risk is the risk that the real value or the future value of a financial instrument will fluctuate due to changes in market interest rates. The Bonds carry a floating rate of EURIBOR plus a margin. Thus, the Group is primarily exposed to fluctuations on the EURIBOR. The Group does not currently undertake any measures to manage interest rate risk. Even if such measures would be undertaken in the future, there is a risk that the measures will not reduce the negative impact on the Group that movements in interest rates may have. Fluctuations in market interest rates could therefore have a material adverse effect on the Group's financial position.

RISK FACTORS SPECIFIC AND MATERIAL TO THE BONDS AND THE WRITTEN PROCEDURE

Risks relating to the nature of the bonds

Unsecured obligations and structural subordination

The Bonds constitute unsecured debt obligations of the Issuer, and if the Issuer becomes subject to any foreclosure, bankruptcy or other insolvency proceedings, the bondholders normally receive payment after any prioritised creditors have been paid in full. Following prioritised creditors receiving payment in full, the bondholders will have an unsecured claim against the Issuer for the amounts due under or in respect of the Bonds, which means that the bondholders normally would receive payment *pro rata* with other unsecured creditors. Furthermore, the terms and conditions of the Bonds allow the Group to incur certain additional debt. If the Issuer's subsidiaries incur debt, the right to payment under the Bonds will be structurally subordinated to the right of payment relating to debt incurred by subsidiaries of the Issuer.

Dependency on subsidiaries

A significant part of the Group's assets and revenues relate to the Issuer's subsidiary Catena Operations Limited. Therefore, in order e.g. to make payments under the Bonds, the Issuer is dependent on the receipt of dividends or financing from its subsidiaries. These risk factors may also apply to such subsidiary, and should any such risk affect Catena Operations Limited, it could have an adverse effect on the Issuer.

Written procedure

The terms and conditions of the Bonds allow for stated majorities of bondholders to bind all bondholders, including bondholders who have not taken part in the Written Procedure and those who have voted contrarily to the majority vote. Consequently, the actions of the majority in the Written Procedure could impact a Bondholder's rights in a manner that would be undesirable from such bondholder's perspective.

Risk relating to the extension of maturity of the Bonds

Even though the bondholders vote in favour of the Amendments, there can be no assurance that the Group will be able to comply with the amended terms and conditions of the Bonds and to continue to service its debt obligations under the Bonds. Events beyond the Group's control, including changes in the economic and business conditions in which the Group operates, may affect the Group's ability to comply with the amended terms and conditions of the Bonds and events may occur during the extended maturity of the Bonds which affects the Group negatively.

The extension of the maturity of the Bonds entails an extended period of credit risk vis-à-vis the Issuer and the Group for the bondholders and there can be no assurance that no material adverse circumstances will arise between the original maturity date and the extended maturity date or that the Group will be able to refinance the Bonds at the extended Final Redemption Date. The Group's ability to successfully refinance the Bonds is dependent on the conditions of the capital markets and its financial condition at such time. The Group's may not have adequate access to sufficient financing sources, or at all, at such time. The Group's inability to refinance its debt obligations would have a material adverse effect on the Bondholders' recovery under the Bonds.