

This document is, in all essential respects, a translation of the Swedish General Terms and Conditions of Swedish Depository Receipts representing shares in Kindred Group plc, Malta, deposited with Skandinaviska Enskilda Banken AB (publ) (*Allmänna villkor för svenska depåbevis i Kindred Group plc.*) In the event of any difference between this translation and the Swedish original, the Swedish version shall govern.

**GENERAL TERMS AND CONDITIONS  
FOR  
SWEDISH DEPOSITORY RECEIPTS IN KINDRED GROUP PLC**

representing shares in Kindred Group plc, Malta,  
deposited with Skandinaviska Enskilda Banken AB (publ)

Effective as from 6 December 2016

Kindred Group plc (former Unibet Group plc) (hereinafter referred to as the "Company") has commissioned Skandinaviska Enskilda Banken AB (publ) (hereinafter referred to as "SEB") to hold shares (hereinafter referred to as the "Shares") in the Company in a custody account for the benefit of depository receipt holders and to issue one Swedish Depository Receipt (hereinafter referred to as the "SDR") for each deposited Share in accordance with these General Terms and Conditions. The SDRs shall be registered at Euroclear Sweden AB, (hereinafter referred to as "Euroclear") and listed on the Nasdaq Stockholm (hereinafter referred to as "Stockholmsbörsen").

1. Deposit of Shares and registration, etc.

- 1.1 The Shares, represented by one or more share certificates, are deposited for the benefit of depository receipt holders, as defined below, in a custody account with a bank appointed by SEB which conducts business in England and is permitted under Maltese law to hold Shares (the "Sub-Custodian"). The Sub-Custodian is the registered owner of the Shares in its custody as evidenced by the entry of the Sub-Custodian's name in the Company's register of shareholders. These General Terms and Conditions shall govern the deposit of Shares and the issuance of SDRs. "Depository Receipt Holder" as set forth in these General Terms and Conditions means an owner of SDRs or his nominee.
- 1.2 For each deposited Share, SEB shall issue one SDR. SEB will not accept deposits of fractions of Shares or of any other fractional rights.
- 1.3 SEB and the Sub-Custodian may refuse to accept Shares for deposit under these general Terms and Conditions whenever notified that the Company has restricted transfer of such Shares to comply with any ownership or transfer restrictions under Maltese, Swedish or any applicable law.
- 1.4 The SDRs shall be registered in a Swedish CSD register maintained by Euroclear (hereinafter referred to as the "VPC Register") in accordance with the Central Securities Depositories and Financial Instruments Accounts Act (SFS 1998:1479). Thus, physical securities representing the SDRs will not be issued.

2. Deposit and withdrawal of Shares

- 2.1 Upon payment of all taxes, fees and costs payable in connection with a deposit of Shares, Shares may be deposited under these General Terms and Conditions by delivery to SEB or the Sub-Custodian together with appropriate instructions to SEB as to the shareholder's name, address and VPC Account number in which the SDRs are to be registered as well as any other information and documentation required under Swedish, Maltese or any other applicable law.

Applicable stamp duty payable in Malta, if any, will be paid in EUR on the value of Shares being

deposited at the applicable time. The term EUR shall mean the lawful currency of Malta from time to time.

- 2.2 Upon payment of all taxes, fees and costs payable in connection with a withdrawal of Shares, Shares may be withdrawn from the safe custody only if such withdrawal is not prohibited under Swedish, Maltese or any other applicable law, by a decision of a governmental authority, or under the Articles of Association of the company in force from time to time. It shall be noted that as of October 2006, the Articles of Association of the Company include restrictions and consequences if a person resident in Malta (as defined in the same Articles of Association) holds or acquires Shares.

Shares withdrawn from the safe custody will be delivered to a custody account designated by the Depository Receipt Holder or as agreed between the Depository Receipt Holder and SEB provided the corresponding SDRs have been surrendered to and cancelled by SEB in the VPC Register. Applicable stamp duty payable in Malta, if any, will be paid in EUR on the value of Shares being withdrawn at the applicable time.

- 2.3 Deposit and withdrawal of Shares pursuant to this Section 2 may only be made via SEB in Sweden.
- 2.4 Deposit and withdrawal of Shares pursuant to this Section 2, is not allowed during a ten (10) day period from the Record Date of a shareholders' meeting to the date of the shareholders' meeting.
- 2.5 SEB is entitled to compensation from a Depository Receipt Holder for all fees and costs in connection with deposit and withdrawal pursuant to this Section 2, in accordance with the price list applied by SEB from time to time.

3. Transfer and pledging, etc.

- 3.1 Deposited Shares may only be transferred or pledged through a transfer or pledge of SDRs. With respect to transfers and pledges of SDRs, the provisions set forth in Chapter 6 of the Central Securities Depositories and Financial Instruments Accounts Act shall apply.

4. Listing of SDRs on exchanges

- 4.1 The SDRs are listed on the Nordic list of the Stockholmsbörsen. In case the SDRs are de-listed from the Stockholmsbörsen, the Company shall as soon as possible inform SEB and the Depository Receipt Holders in accordance with the provisions of Section 12 below.

5. Record Date

- 5.1 SEB shall, in consultation with the Company, decide upon the date ("Record Date") which shall be applied by SEB for the determination of those Depository Receipt Holders who are entitled to receive cash or other property out of dividends distributed on the Shares ("Dividends"), to participate and vote at shareholders meetings, to receive Shares in connection with bonus issues, and to otherwise exercise those rights which normally accrue to shareholders in the Company. It is the Company's and SEB's intention, where practically feasible, that the Record Date in Sweden for Dividends and other rights in accordance with the above shall correspond to the record date in Malta.

6. Dividends and taxes, etc.

- 6.1 The payment of Dividends when made in cash shall take place in Swedish kronor ("SEK") to those persons who, on the Record Date, are registered in the VPC Register as Depository Receipt Holders or rights holders in respect of Dividends. The term SEK shall mean the lawful currency of Sweden from time to time.

- 6.2 In conjunction with every distribution, SEB shall, in consultation with the Company, determine the date of the payment of Dividends ("Payment Date"). Payment of Dividends to Depository Receipt Holders or holders of other rights to the Dividend, shall take place on the Payment Date through Euroclear and in accordance with the rules and regulations applied by Euroclear from time to time.
- 6.3 SEB shall convert Dividends in foreign currency into SEK in accordance with the exchange rates applied by SEB from time to time, which shall be set in accordance with public market rates, prior to payment taking place. The conversion of foreign currency into SEK shall take place three (3) banking days before the Payment Date. The Dividend amount distributed per SDR will be rounded down to the nearest whole öre.
- 6.4 The payment of Dividends to Depository Receipt Holders shall be made without any deduction of any costs, fees, or equivalents thereto which are related to the Company, SEB, the Sub-Custodian or any of their respective agents. However, deductions shall be made for Swedish preliminary income tax, withholding tax or other taxes which are to be withheld pursuant to Swedish law or agreements with foreign tax authorities as well as for any taxes which may be imposed pursuant to Swedish, Maltese or applicable provisions of another country.
- 6.5 In conjunction with payment of Dividends to Depository Receipt Holders, the Company, SEB, Euroclear, the Sub-Custodian or any other party shall withhold and pay to the tax authorities in Malta any required tax amount, should there be any such taxes imposed. In the event the Company, SEB, Euroclear or the Sub-Custodian or representatives or agents of the foregoing determine that Dividends in cash, shares, rights, or other property are subject to taxation or other public fees which must be withheld, the Company, SEB or representatives or agents of any of the foregoing shall be entitled to withhold cash amounts or sell all or part of the property as is financially and practically necessary to sell in order to be able to pay those taxes and fees. The remaining proceeds, following deduction of taxes and fees, shall be paid by SEB to the Depository Receipt Holders who are entitled thereto. Depository Receipt Holders shall be liable for deficiencies which may arise in conjunction with sale pursuant to the above.
- 6.6 SEB shall attempt to provide the Depository Receipt Holders with any information SEB has in its possession and which the Depository Receipt Holders might reasonably request in order to enjoy such benefits as are granted pursuant to the applicable double taxation treaty. SEB shall upon request inform any recipient resident in Sweden of any Maltese tax credit to which the recipient may be entitled and of any Maltese withholding tax.
- In terms of Maltese domestic tax law in force as per October 2006, a Swedish resident Depository Receipt Holder who is the absolute beneficiary thereof shall not be subject to tax in Malta in respect of Dividends received and shall not be obliged to declare in Malta any such income in any statutory return made pursuant to the provisions of Maltese fiscal legislation. No Maltese withholding tax would be deducted on the corresponding Dividend payments.
- 6.7 SEB shall, in consultation with the Company, determine the manner in which Dividends in property other than cash shall be provided to the Depository Receipt Holders. This may entail that the property is sold and that funds from the sale following deduction for sales costs and taxes shall be paid to the Depository Receipt Holders, as described in Section 6.5 above.
- 6.8 SEB and the Company shall be deemed to have fulfilled their respective obligations notwithstanding that a person who is paid Dividends to was not an authorised recipient. The aforementioned shall not, however, apply where SEB or the Company was aware that the Dividend was paid to a person who was not authorised to receive the Dividend or where SEB or the Company failed to exercise normal or reasonable care which, in consideration of the circumstances, should have been exercised, or where payment cannot be claimed as a result of the recipient being a minor or due to the fact that a guardian had been appointed for the recipient pursuant to the Code on Parents, Guardians and Children and such guardianship included the receipt of Dividends.

7. Bonus issues, splits, or reverse splits of Shares

- 7.1 SEB shall, as soon as possible, accept receipt of Shares through its registered Sub-Custodian in conjunction with bonus issues and issue corresponding number of SDRs to Depository Receipts Holders so entitled and shall carry out any adjustments to the SDRs to reflect, pro rata, any splits or reverse splits of Shares through taking necessary registration measures on VPC Accounts belonging to the Depository Receipt Holders or rights holders to ensure that they receive the benefit of all such entitlements.
- 7.2 Persons who, on the Record Date, are registered in the VPC Register as Depository Receipt Holders or rights holders with respect to the measure in question shall be entitled to participate in the bonus issue, split, and reverse split. Where such persons are not authorised recipients, the provisions set forth in Section 6.8 shall apply in a corresponding manner.
- 7.3 Applicable taxes shall be addressed in the manner set forth in Section 6.

8. New issues, etc.

- 8.1 Where the Company resolves to issue new Shares, debentures, or other rights to which the Company's shareholders generally have pre-emptive rights, SEB shall in accordance with Section 12 based on the information received from the Company provide notice to the Depository Receipt Holders of the material terms and conditions governing the new issue. The Company is to prepare such documentation and shall send it to SEB who shall in turn despatch all such documentation to the Depository Receipts Holders. The aforementioned shall apply to other offers, which the Company directs to the shareholders. Application forms shall be appended to the information whereon the Depository Receipt Holders can instruct SEB to subscribe for Shares, debentures, or other rights on behalf of the Depository Receipt Holder. Where, in accordance with the instructions of the Depository Receipt Holder, SEB subscribes for and allocates such Shares, debentures, or rights, equivalent registration on the respective Depository Receipt Holder's VPC Account shall take place as soon as possible following the issue.
- 8.2 Where a Depository Receipt Holder does not instruct SEB to exercise any of the rights set forth above and if it is practically and economically possible to sell such rights, SEB shall be entitled to sell such rights on behalf of the Depository Receipt Holder and to pay the proceeds to the Depository Receipt Holder following deduction for costs and any fees and taxes.

9. Fractional rights

- 9.1 Where, in accordance with Sections 6-8, a Depository Receipt Holder is entitled to a fraction of a Share or any other fractional rights which do not entitle the Depository Receipt Holder to a whole number of Shares, SEB and the Company may enter into an agreement to the effect that SEB shall sell such excess Shares or fractional rights, etc., and pay the proceeds of such sale to the Depository Receipt Holder following deduction for costs and any fees and taxes.

10. Participation at shareholders' meetings, etc.

- 10.1 The Company shall at the latest four (4) weeks before and not earlier than six (6) weeks prior to the shareholders' meeting inform SEB of the shareholders' meeting. As soon as practicable thereafter the Company shall notify the Depository Receipts Holders of the shareholders' meeting. Such notification shall be published through notice in at least one Swedish national daily newspaper. The notification shall include i) the Company's name and registration number, ii) the type of shareholders' meeting to be held, iii) the time and location of the shareholders' meeting, iv) information on how to find the convening notice in full and the agenda of the shareholders' meeting on the Company's website, v) the Record Date for the Depository Receipts Holders

determined in accordance with Section 5, and vi) instructions regarding any measures to be taken by the Depository Receipt Holder in order to be able to vote at the shareholders meeting by attending the meeting in person or to authorise a person to attend and vote for him. Only Depository Receipt Holders registered in the VPC Register ten (10) calendar days before the shareholders' meeting and who have, no later than five (5) calendar days before the meeting, notified SEB or its representative that they shall attend and vote at the meeting, are entitled to attend the meeting either in person or by an authorised attorney. The Sub-Custodian, as registered owner of the Shares, shall appoint as proxies, all those Depository Receipt Holders who have notified SEB or its representative of their intention to attend and participate at the shareholders' meeting. Such proxies shall be presented to the Company together with a list of the Depository Receipt Holders for whom proxies have been issued. The Company shall upon request from a Depository Receipt Holder, send the material for the shareholders' meeting provided through the Company's website.

10.2 SEB undertakes not to represent Shares for which the Depository Receipt Holder has not notified its intention to participate at the shareholders' meeting either in person or by proxy.

#### 11. Information

11.1 SEB shall, on the instructions of the Company send the information which SEB has obtained from the Company to the Depository Receipt Holders in the manner set forth in Section 12, or a summary of the information if the Company deems it sufficient or appropriate in each individual case. As a general rule, the information shall be presented in English unless the Company deems that, in each individual case, a translation of a document into Swedish to be appropriate with regard to the contents or the purpose of the document. The English version of the information shall govern.

11.2 The Company shall, on request from a Depository Receipt Holder, ensure that the Company's annual report is sent to the Depository Receipt Holders. The Company shall also publish stock market information in accordance with the requirements for listing on the Stockholmsbörsen.

11.3 Information regarding the Company is available on the Company's website, [www.kindredplc.com](http://www.kindredplc.com)

#### 12. Notices

12.1 SEB shall ensure that notices to Depository Receipt Holders pursuant to these General Terms and Conditions are provided to the Depository Receipt Holders and other rights holders who are registered in the VPC Register as entitled to receive notices in accordance with the Central Securities Depositories and Financial Instruments Accounts Act.

12.2 Written notices shall be sent by mail to authorised persons in accordance with Section 12.1 to the address listed in the VPC Register. SEB may, in lieu of mailing notices, publish the notice in at least one national Swedish daily newspaper.

#### 13. Fees and costs

13.1 SEB's costs and fees for administration of the Shares shall be borne by the Company unless otherwise set forth in these General Terms and Conditions.

#### 14. Replacement of custodian bank

14.1 In the event the Company decides to retain another securities institution as custodian bank in lieu of SEB, SEB shall transfer all of SEB's rights and obligations *vis-à-vis* the Depository Receipt Holders pursuant to these General Terms and Conditions and deliver the Shares to the new custodian bank. The identity of any replacement of a custodian bank must be submitted by the Company to Euroclear for approval and such replacement shall be carried out not earlier than three

(3) months following the time at which notification regarding the replacement of the custodian bank is sent in accordance with Section 12.

15. Amendments to these General Terms and Conditions

15.1 SEB shall be entitled to amend these General Terms and Conditions where such amendment is necessary in order for the General Terms and Conditions to comply with Swedish, Maltese or other applicable law, decisions by governmental authorities or amendments to Euroclear's or Stockholmsbörsen's rules and regulations. SEB and the Company are entitled to jointly agree to amend these General Terms and Conditions where, for other reasons, it is deemed appropriate or necessary, provided in all cases that the Depository Receipt Holders' rights are in no way materially prejudiced. SEB shall notify the Depository Receipt Holders regarding decisions to amend in the manner set forth in Section 12.

16. Information regarding Depository Receipt Holders

16.1 SEB retains the right to request information from Euroclear regarding the Depository Receipt Holders and to submit such information to the Company.

16.2 SEB and the Company are entitled to provide information regarding the Depository Receipt Holders and their holdings to such parties who perform share registration duties or to governmental authorities, provided that the obligation to submit such information is prescribed by Swedish or foreign law or agreement with governmental authorities. The Depository Receipt Holders are obligated, following demand, to submit such information to SEB.

16.3 SEB and the Company shall be entitled to provide information regarding the Depository Receipt Holders and their holdings to governmental authorities in connection with repayment or refunding of paid taxes or when subject to any tax audit to the extent such is necessary.

16.4 SEB and the Company are entitled to provide and publish information regarding the Depository Receipt Holders to the extent required by the Stockholmsbörsen.

17. Limitation of liability

17.1 Neither SEB, the Sub-Custodian nor the Company shall be liable for damage which is due to Swedish or foreign legislation, the actions of Swedish or foreign public authorities, acts of war, strikes, blockades, boycotts, lockouts, or other similar circumstances. The reservation with respect to strikes, blockades, boycotts, and lockouts shall apply notwithstanding that SEB, the Sub-Custodian or the Company itself adopts, or is an object of, such measures.

17.2 In other cases than as set forth in Section 17.1, SEB, the Sub-Custodian or the Company shall not be liable to compensate damage where SEB, the Sub-Custodian or the Company has acted with normal care. SEB, the Sub-Custodian or the Company shall not be liable for indirect damage.

17.3 Where SEB, the Sub-Custodian or the Company is prevented from effecting payment or other measures due to circumstances as set forth in Section 17.1, such measure may be postponed until the impediment ceases.

18. Termination, etc.

18.1 SEB is entitled to terminate the deposit of Shares by notice to a Depository Receipt Holder pursuant to Section 12 where:

- i) the Company adopts a resolution according to which the Shares in the Company shall no longer be represented by SDRs governed by these General Terms and Conditions;
- ii) the Company adopts a resolution to de-list SDRs from the Stockholmsbörsen;

- iii) Euroclear terminates the Agreement regarding registration of Swedish Depository Receipts;
- iv) the Company applies for reorganisation, bankruptcy, liquidation, or other similar procedure, or where such a procedure commences upon application by third parties; or
- v) the Company materially breaches its obligations *vis-à-vis* SEB.

18.2 In a case of termination according to Section 18.1 i) or ii), the listing of the SDRs on Stockholmsbörsen shall cease at the earliest three (3) months after the day of the notice of termination was sent, provided the SDRs have not been delisted prior thereto on the initiative by the Stockholmsbörsen.

18.3 In the event that SEB terminates the deposits in accordance with Section 18.1, these General Terms and Conditions shall continue to apply to the date decided by SEB, in consultation with the Company if practically possible. Such notice of termination shall be sent by mail to the Depository Receipt Holders entitled to receive notices in accordance with Section 12.1 to the addresses listed in the VPC Register.

18.4 In cases other than those set forth in Section 18.1, SEB is entitled to terminate the deposits of Shares through notification to the Depository Receipt Holders, which notice shall take effect on the date agreed between SEB and the Company and which is informed in the notice of termination.

18.5 In the notice of termination, SEB shall set forth the Record Date upon which SEB shall de-register all the SDRs in the VPC Register and transfer the Shares to a custody account as instructed by the Depository Receipt Holder or as otherwise agreed with the Depository Receipt Holder. In the event the Depository Receipt Holder has not designated a custody account or where an agreement has otherwise not been reached, SEB is entitled to sell the underlying Shares. The Depository Receipt Holder shall be entitled to the proceeds of the sale following deduction for fees, taxes and reasonable costs. The amount shall be paid to the cash account linked to respective VPC Account of the Depository Receipt Holder concerned or in the absence of such cash account, in the form of a payment notice. No interest shall accrue on the amount.

#### 19. Applicable law, etc.

19.1 These General Terms and Conditions shall be interpreted and applied in accordance with Swedish law.

19.2 Disputes regarding these General Terms and Conditions or related to the legal relationships shall be adjudicated by a court of general jurisdiction and the action shall be brought before the Stockholm District Court (Stockholms tingsrätt), Sweden.

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