DATED: 20[●]

Super Group (SGHC) Limited

and

[*Selling shareholder*]

SHARE BUYBACK AGREEMENT

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THIS AGREEMENT is made on 20[●].

BETWEEN:

(1) Super Group (SGHC) Limited, a non-cellular company limited by shares registered in the Island of Guernsey with registration number 69022 with its registered office at Kingsway House, Havilland Street, St Peter Port, GUERNSEY GY1 2QE (the "**Company"**); and

(2) [*name of selling shareholder*]**,** [a [*nationality*] company with registration number [●] with its registered office at [●]] [OR] [a [nationality] of [*address*]] (the "**Selling Shareholder**").

WHEREAS:

(A) The Company, in exercise of its powers conferred by section 314(1) of the Law, proposes to purchase the Shares (as defined below) from the Selling Shareholder [for cancellation][to be held in treasury] in accordance with the provisions of this Agreement.

(B) The shareholders of the Company have approved a draft of this Agreement by way of written ordinary resolution in accordance with the Law.

IT IS HEREBY AGREED as follows:

1. **DEFINITIONS AND INTERPRETATION**

1.1 In this Agreement where the context so admits the words standing in the first column of the table next hereinafter contained shall bear the meanings set opposite to them in the second column hereof:

Agreement	means this agreement, including any schedules or appendices hereto, as amended from time to time.
Articles	means the memorandum and articles of incorporation of the Company, as amended, supplemented or otherwise modified from time to time.
Law	means the Companies (Guernsey) Law 2008, as amended.
Shares	means the shares in the capital of the Company which the Selling Shareholder desires to sell to the Company, as more particularly described in the Schedule attached hereto.

1.2 Unless the context otherwise requires and except as varied or otherwise specified in this Agreement, words and expressions contained in this Agreement shall bear the same meaning as in the Articles.

2. **SALE AND PURCHASE OF SHARES**

2.1 On the terms of this Agreement the Selling Shareholder agrees to sell, or procure the sale of, the Shares for a total consideration as agreed between the parties in writing from time to time and the Company agrees to purchase the same and to pay or procure the payment of such consideration to the Selling Shareholder.

2.2 The Selling Shareholder warrants that there are no liens, charges or other encumbrances over or in respect of the Shares at the time of his signature hereto and completion in accordance with Clause 2.3.

2.3 Completion of the sale and purchase of the Shares shall take place immediately on execution of this Agreement and the update of the register of members of the Company.

2.4 On execution of this Agreement, the Company shall transfer and cancel the Shares and payment of the consideration in accordance with Clause 2.5 shall be a good discharge to the Company for the consideration for the Shares.

2.5 The Company shall, not later than 10 (ten) days after execution of this Agreement or as otherwise agreed between the parties in writing from time to time, pay, or procure the payment of, the consideration due in respect of the Shares to the Selling Shareholder by way of telegraphic transfer to its nominated bank account(s) in the name of the Selling Shareholder as notified to the Company or by such other method of payment as shall be agreed between the parties.

3. **FURTHER ASSURANCE**

The Selling Shareholder agrees that, on being requested in writing by the Company to do so, it shall, at its own expense, immediately execute and sign all such instruments and documents and do all such things as may be reasonably necessary in order to give effect to the terms of this Agreement.

4. **GOVERNING LAW AND JURISDICTION**

This Agreement shall be governed by and construed in accordance with the laws of the Island of Guernsey and the parties to this Agreement irrevocably submit to the non-exclusive jurisdiction of the courts of the Island of Guernsey in respect of any claim, dispute or difference arising out of or in connection with this Agreement.

5. **ENTIRE AGREEMENT**

This Agreement constitutes the entire and only legally binding agreement between the parties

relating to its subject matter and no variation of this Agreement shall be effective unless made in writing and signed by or on behalf of all the parties and expressed to be such a variation.

6. **AGREEMENT SURVIVES COMPLETION**

This Agreement shall remain in effect despite its completion.

7. **COUNTERPARTS**

This Agreement may be executed in any number of counterparts, each of which is an original and which together have the same effect as if each party had signed the same document.

[The remainder of this page is left intentionally blank.]

IN WITNESS WHEREOF the parties have executed this Agreement the day and year first above written.

SIGNED for and on behalf of	)	
Super Group (SGHC) Limited	)	
acting by:	)	……..
		(Director)

SIGNED by	)	
[*Insert name of individual*] or [*insert name of authorised signatory if shareholding is in the name of a company]*	)	
	)	……..
[for and on behalf of [*insert name of company where shareholding is in the name of a company*]		[(Director)]

SCHEDULE

The Shares

Description of Shares	**Aggregate value and amount paid up on the Shares**	**Consideration**
[●] ordinary shares of no par value	Aggregate value: $[●] Amount paid up: $[●]	$[●]