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MALLESONS**

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25 February 2016

ASX Market Announcement Office
ASX Limited
Exchange Centre
20 Bridge Street
Sydney NSW 2000

Fax: + 1300 135 638

Dear Sir/Madam

Ainsworth Game Technology Limited – Notice of initial substantial holder

We act for Novomatic AG.

On behalf of Novomatic AG, we enclose a Form 603 in connection with Novomatic AG becoming a substantial shareholder in Ainsworth Game Technology Limited.

Yours sincerely



Paul Schroder
Partner
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M +61 405 571 923
paul.schroder@au.kwm.com

Encl 37 pages

Form 603

Corporations Act 2001
Section 671B

Notice of initial substantial holder

To Company Name/Scheme Ainsworth Game Technology Limited ("Company")

ACN 068 516 665

1. Details of substantial holder (1)

Name Novomatic AG (and its related bodies corporate listed in Annexure B to this form) and Johann F. Graf (and relevant entities controlled by him listed in Annexure B to this form) (collectively Novomatic Group)

ACN/ARSN (if applicable) _____

The holder became a substantial holder on 23 / 02 / 2016

2. Details of voting power

The total number of votes attached to all the voting shares in the company or voting interests in the scheme that the substantial holder or an associate (2) had a relevant interest (3) in on the date the substantial holder became a substantial holder are as follows:

Class of securities (4)	Number of securities	Person's votes (5)	Voting power (6)
Ordinary fully paid shares	172,838,550	172,838,550	53.58%

3. Details of relevant interests

The nature of the relevant interest the substantial holder or an associate had in the following voting securities on the date the substantial holder became a substantial holder are as follows:

Holder of relevant interest	Nature of relevant interest (7)	Class and number of securities
Novomatic AG	Novomatic AG entered into a share sale and purchase agreement with Leonard H Ainsworth and Associated World Investments Pty Limited to acquire 172,100,823 ordinary shares in the Company on 23 February 2016 and by virtue of that agreement is taken to have a relevant interest in the company under section 608(1)(c) of the Corporations Act 2001 (Cth) (see Annexure A). Prior to this agreement, Novomatic AG also had a relevant interest in 737,727 ordinary shares of the Company by virtue of section 608(1)(a) of the Corporations Act 2001 (Cth).	172,838,550 ordinary fully paid shares
Johann F. Graf	As a controller of Novomatic AG pursuant to section 608(3)	172,838,550 ordinary fully paid shares

4. Details of present registered holders

The persons registered as holders of the securities referred to in paragraph 3 above are as follows:

Holder of relevant interest	Registered holder of securities	Person entitled to be registered as holder (8)	Class and number of securities
Novomatic AG	Novomatic AG	Novomatic AG	172,838,550 ordinary fully paid shares

5. Consideration

The consideration paid for each relevant interest referred to in paragraph 3 above, and acquired in the four months prior to the day that the substantial holder became a substantial holder is as follows:

Holder of relevant interest	Date of acquisition	Consideration (9)	Class and number of
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				securities
		Cash	Non-Cash	
Novomatic AG	02 February 2016, on market purchase	\$2.249 per share	Nil	66,020 ordinary fully paid shares
Novomatic AG	03 February 2016, on market purchase	\$2.2144 per share	Nil	92,050 ordinary fully paid shares
Novomatic AG	04 February 2016, on market purchase	\$2.196 per share	Nil	130,205 ordinary fully paid shares
Novomatic AG	05 February 2016, on market purchase	\$2.1995 per share	Nil	149,452 ordinary fully paid shares
Novomatic AG	08 February 2016, on market purchase	\$2.1739 per share	Nil	300,000 ordinary fully paid shares
Novomatic AG	23 February 2016	\$2.75 per share	Nil	172,100,823 ordinary fully paid shares

6. Associates

The reasons the persons named in paragraph 3 above are associates of the substantial holder are as follows:

Name and ACN/ARSN (if applicable)	Nature of association
Novomatic Group as listed in Annexure B	By virtue of section 12(2)(a) of the Corporations Act 2001 (Cth)

7. Addresses

The addresses of persons named in this form are as follows:

Name	Address
See Annexure B	

Signature

print name Mag. Thomas Graf D. Ryszard Presch Capacity CTO COO
 sign here [Signature] Date 25 / 02 / 2016

DIRECTIONS

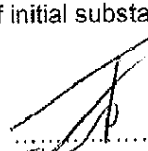
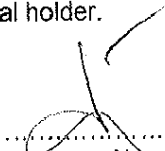
- (1) If there are a number of substantial holders with similar or related relevant interests (eg a corporation and its related corporations, or the manager and trustee of an equity trust), the names could be included in an annexure to the form. If the relevant interests of a group of persons are essentially similar, they may be referred to throughout the form as a specifically named group if the membership of each group, with the names and addresses of members is clearly set out in paragraph 7 of the form.
- (2) See the definition of "associate" in section 9 of the Corporations Act 2001.
- (3) See the definition of "relevant interest" in sections 608 and 671B(7) of the Corporations Act 2001.
- (4) The voting shares of a company constitute one class unless divided into separate classes.
- (5) The total number of votes attached to all the voting shares in the company or voting interests in the scheme (if any) that the person or an associate has a relevant interest in.
- (6) The person's votes divided by the total votes in the body corporate or scheme multiplied by 100.
- (7) Include details of:
 - (a) any relevant agreement or other circumstances by which the relevant interest was acquired. If subsection 671B(4) applies, a copy of any document setting out the terms of any relevant agreement, and a statement by the person giving full and accurate details of any contract, scheme or arrangement, must accompany this form, together with a written statement certifying this contract, scheme or arrangement; and
 - (b) any qualification of the power of a person to exercise, control the exercise of, or influence the exercise of, the voting powers or disposal of the securities to which the relevant interest relates (indicating clearly the particular securities to which the qualification applies).

See the definition of "relevant agreement" in section 9 of the Corporations Act 2001.
- (8) If the substantial holder is unable to determine the identity of the person (eg if the relevant interest arises because of an option) write "unknown".

- (9) Details of the consideration must include any and all benefits, money and other, that any person from whom a relevant interest was acquired has, or may, become entitled to receive in relation to that acquisition. Details must be included even if the benefit is conditional on the happening or not of a contingency. Details must be included of any benefit paid on behalf of the substantial holder or its associate in relation to the acquisitions, even if they are not paid directly to the person from whom the relevant interest was acquired.

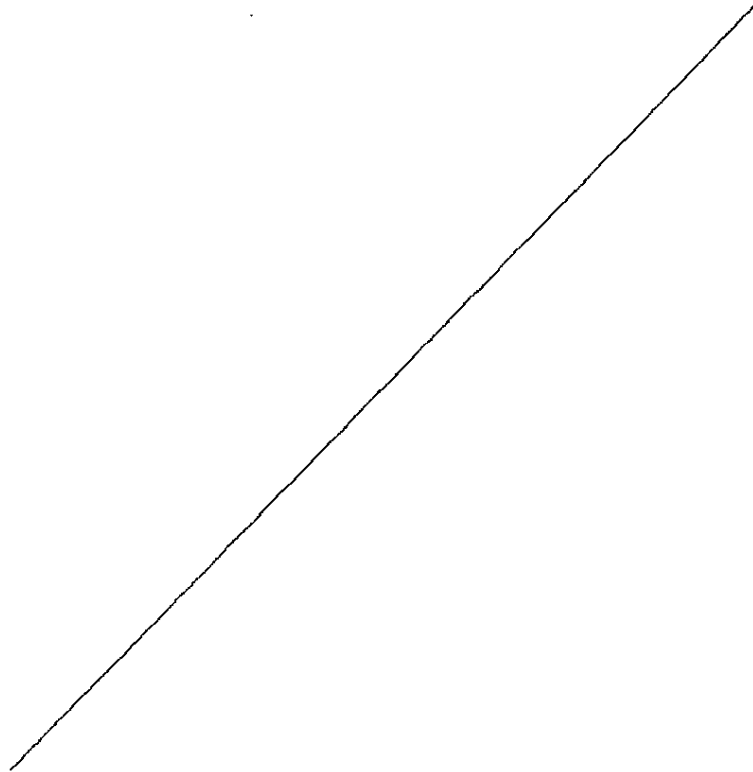
Annexure A

This is the Annexure marked 'A' of 25 pages referred to in the Notice of initial substantial holder.

	
.....
HagThomas	DirysPresch
GRAF	Presch COO
CTO.....
	Title

Novomatic AG
25 February 2016

The agreement follows



Share sale and purchase agreement

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Date: 23 February 2016

Parties

Novomatic AG (Buyer)

Place of incorporation	Austria
Address	Wiener Strasse 158, A – 2352 Gumpoldskirchen
Attention	the Board of Novomatic AG

Leonard H Ainsworth

Address	15 Glenview Crescent, Hunters Hill, NSW, Australia 2110
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Associated World Investments Pty Limited

Address	15 Glenview Crescent, Hunters Hill, NSW, Australia 2110
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together, the "Seller".

1. Defined terms and interpretation

1.1 Defined terms

Unless a contrary intention appears, in this agreement:

ANZ means the Australia and New Zealand Banking Group Limited.

ANZ Facility means the \$90 million amended and restated multi option facility agreement dated 26 August 2013 entered into between the Company, ANZ and others.

Associate has the meaning given by the Corporations Act to the term "associate" for the purposes of s 611 of the Corporations Act including as interpreted by Law.

ASX means the Australian Securities Exchange.

Authorisation means any approval, licence, consent, authority or permit.

Board means the board of directors of the Company.

Business Day means a day which is not a Saturday, Sunday, a bank holiday or a public holiday in New South Wales, Australia or Vienna, Austria.

Business Hours means from 9.00am to 5.00pm on a Business Day, where a notice is to be received by the Buyer, Business Hours refers to those hours in Central European Time, and where a notice is to be received by the Seller, Business Hours refers to those hours in Australian Eastern Standard Time.

Change of Control Rights means rights to terminate the contract or otherwise take any action adverse to the Company or its Related Bodies Corporate under the relevant contract upon a change of Control of the Company, which includes the transfer of Shares as contemplated under this agreement.

Company means Ainsworth Game Technology Limited ACN 068 516 665.

Completion means completion of the sale and purchase of the Shares in accordance with and as contemplated in this agreement.

Completion Date means the day that is 5 Business Days after all of the Conditions are satisfied or waived in accordance with this agreement, or such other date agreed in writing by the parties.

Condition means a condition precedent set out in clause 2.1.

Control has the meaning given to that term in section 50AA of the Corporations Act.

Corporations Act means the *Corporations Act 2001 (Cth)*.

Deal when used with respect to an item of property means to sell, offer for sale, transfer, assign or grant or allow to exist any Encumbrance, trust, option or other right in relation to the whole or any part of the item of property.

Deposit means the deposit paid in accordance with clause 4.1.

Encumbrance means any Security Interest or third party interest (including a mortgage, charge, pledge, lien, hypothecation or title retention arrangement, conditional sale agreement, hire or hire purchase agreement, option, restriction as to transfer, use or possession, easement, or a subordination to a right of a person), in each case, created or arising by way of security for the payment of a debt, any other monetary obligation or the performance of any other obligation.

End Date means 31 December 2017, or such other date as agreed in writing between the Buyer and the Seller.

Government Agency means any government or governmental, semi-governmental, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or entity in Australia (whether federal, state or local) or any other part of the world.

GST has the meaning given to that term in the GST Law.

GST Law means the *A New Tax System (Goods and Services Tax) Act 1999 (Cth)*, as amended from time to time.

Law includes any law, statute, regulation, ordinance, authorisation, ruling, judgment and any order or decree of any Government Agency in any jurisdiction.

PPSA means the *Personal Property Securities Act 2009 (Cth)*.

Purchase Price means \$473,277,263.25 (being the aggregate consideration payable for the Shares, being the number of Shares multiplied by the Share Price).

Related Body Corporate has the meaning given to that term in section 50 of the Corporations Act.

Related Entity has the meaning given to that term in section 9 of the Corporations Act.

Security Interest means "security interest" as defined under the PPSA.

Share Price means \$2.75 per Share.

Shares means 172,100,823 ordinary shares in the Company held by the Seller or Related Entities of the Seller Controlled by the Seller.

1.2 Interpretation

In this agreement, unless the context requires otherwise:

- (a) headings are for convenience only and do not affect interpretation;
- (b) a reference to a clause, paragraph, schedule or annexure is to a clause, paragraph, schedule or annexure of this agreement;
- (c) a reference to a person includes a natural person, corporation, unincorporated association or partnership;
- (d) a reference to a party is to a party to this agreement, and a reference to a party to a document includes the party's executors, administrators, substitutes, successors and permitted assigns;
- (e) the singular includes the plural and vice versa and a gender includes other genders;
- (f) other grammatical forms of a defined word or expression have a corresponding meaning;
- (g) a reference to "including" or any similar word does not imply any limitation;
- (h) a reference to any agreement or document is a reference to that agreement or document (and, where applicable, any of its provisions) as amended, novated, supplemented or replaced from time to time;
- (i) a reference to a statute or other Law includes that statute or other Law as amended or replaced from time to time;
- (j) any payment to be made under this agreement must be made by way of cash, bank cheque or telegraphic or other electronic means of transfer of cleared funds into a bank account nominated in advance by the payee;
- (k) a reference to "\$" or "dollars" is a reference to Australian dollars;
- (l) a reference to time is to Australian Eastern Standard Time;

- (m) a reference to a day is a reference to a time period which begins at midnight and ends 24 hours later, and a reference to a period of time excludes the first day of that period;
- (n) a reference to a year (other than a financial year) or a month means a calendar year or calendar month respectively;
- (o) any authority, association, body and entity whether statutory or otherwise (**First Body**) will, in the event of the First Body ceasing to exist or being reconstituted, replaced or the powers or functions thereof being transferred to or taken over by any other authority, association, body or entity (**Second Body**), be deemed to refer respectively to the Second Body to the extent to which the Second Body reconstitutes, replaces or exercises the powers or functions of the First Body;
- (p) no rules of construction will apply to the disadvantage of a party on the basis that the party was responsible for the preparation of this agreement or any part of it;
- (q) any agreement or covenant by 2 or more parties (including where 2 or more persons are included in the same defined term) binds them jointly and severally; and
- (r) any agreement or covenant in favour of 2 or more parties (including where 2 or more persons are included in the same defined term) is for the benefit of them jointly and severally.

1.3 Business Day

- (a) If this agreement requires that an obligation must be performed or an event must occur on or by a day that is not a Business Day, the obligation must be performed or the event must occur on or by the next Business Day.
- (b) If an event occurs on a day that is not a Business Day, or occurs later than 5.00pm local time at the place that the event occurs, then the event is deemed to have occurred on the next Business Day in the place that the event occurs.

2. Conditions precedent

2.1 Conditions to completion

Clauses 3 and 4 of this agreement do not become binding on the parties and are of no force or effect, and Completion must not occur, until and unless the following conditions have been satisfied or waived in accordance with this clause 2:

- (a) (**shareholder approval**) the shareholders at a general meeting of the Company approving the transfer of the Shares (as contemplated by this agreement) in accordance with item 7 in the table to section 611 of the Corporations Act (after being given all the information required by that section) at which no votes are cast in relation to the resolution by any of the Seller, the Buyer or by any person who is an Associate of the Seller or the Buyer;
- (b) (**Board support**) the Board providing a letter to the Buyer substantially in the form set out in Schedule 1;

- (c) **(gaming regulatory approvals)** the Company and/or the Buyer receiving all approvals, consents or permissions for the transfer of the Shares under this agreement, from the relevant Government Agencies as required under their or their Related Bodies Corporates' gaming licences or because of legislation or regulation applicable to their businesses;
- (d) **(foreign investment approval):**
 - (i) the Treasurer of the Commonwealth of Australia (**Treasurer**) (or his delegate) provides unconditional written advice that there are no objections under Australia's foreign investment policy to this proposed acquisition of the Shares;
 - (ii) following notice of the proposed acquisition of the Shares having been given by the Buyer to the Treasurer under the Foreign Acquisitions and Takeovers Act 1975 (Cth), the Treasurer ceases to be empowered to make any order under Part II of that Act because of lapse of time;
- (e) **(merger control)** any anti-trust regulator having jurisdiction over the transfer of the Shares under this agreement, the Buyer or the Company or their Related Bodies Corporate, advising the Buyer or the Company that:
 - (i) it does not intend to oppose the transactions contemplated in this agreement; or
 - (ii) following notice of the proposed acquisition of the Shares having been given by the Buyer to the relevant anti-trust regulator, that regulator ceases to be empowered to make any order to oppose the transfer of Shares because of lapse of time;
- (f) **(change of control waivers)** the Company has received waivers of all Change of Control Rights from the counterparties of all material contracts to which the Company or its Related Bodies Corporate are a party including, but not limited to, the ANZ Facility.

2.2 Waiver of Conditions

Other than the Condition in clause 2.1(a), a Condition may be waived (in whole or in part) by notice in writing from the Buyer.

2.3 Undertakings and conduct of the parties

- (a) Each party must use all reasonable endeavours to procure the satisfaction of the Conditions as expeditiously as possible and in any event before 5.00pm on the End Date.
- (b) Each party must:
 - (i) to the extent that it is able to do so, provide all reasonable assistance to each other party to satisfy the Conditions (which in the case of the Seller includes procuring the Company to provide all reasonable assistance to satisfy the Conditions);
 - (ii) keep the other parties informed of any circumstance which may result in the Conditions not being fulfilled, or not being fulfilled in a timely manner; and

(iii) notify the other parties as soon as practicable after the Conditions have been satisfied.

(c) Without limiting clause 2.3(a):

- (i) **(general meeting)** the Seller must procure the Company to convene and hold a general meeting of shareholders for the purposes of seeking shareholders' approval of the transfer of the Shares in accordance with item 7 of section 611 of the Corporations Act as soon as reasonably possible after the date of this agreement;
- (ii) **(shareholder materials)** each of the Seller and the Buyer must use reasonable endeavours to ensure that the Company has available to it all information required by section 611 item 7 of the Corporations Act to give to its shareholders, including that the Buyer must advise the Company at least 2 Business Days' before the date that Company must print the relevant shareholder materials if the Buyer intends to nominate a wholly owned entity of the Buyer to receive the transfer of the Shares;
- (iii) **(cleansing notices)** the Seller must, and must procure the Company to, give ASX cleansing notices in compliance with section 708A(5)(e)(ii) of the Corporations Act (as amended by ASIC Class Order 08/25) in respect of the transfer of the Shares;
- (iv) **(independent expert)** the Seller must procure the Company to commission an independent expert's report from one of Grant Samuel, PricewaterhouseCoopers, KPMG, EY or Deloitte;
- (v) **(consents and approvals)** the Seller must use all reasonable endeavours to assist the Company and the Buyer in making any notifications to, or obtaining any consents or waivers that are required from:
- (A) any counterparty of a contract to which the Company or any of its Related Bodies Corporate is a party in respect of any Change of Control Right of that counterparty, including (but not limited to) ANZ for the ANZ Facility; and
- (B) from any Government Agency, including any anti-trust regulator or gaming authority,
- due to the transactions contemplated under this agreement;
- (vi) **(no dealing)** until 3 months after the date of this agreement, unless shareholders approve otherwise, the Seller must not Deal with the Shares, or acquire any new Shares in the Company, other than pursuant to participation in a dividend reinvestment plan adopted by the Company or as contemplated in this agreement. The parties agree that damages would be an insufficient remedy for breach of this undertaking and that the Buyer will be entitled to seek and obtain an injunction for specific performance to enforce the Seller's obligation under this clause 2.3(c)(vi) without proof of actual damage and without prejudice to any of its other rights or remedies. For the avoidance of doubt, the parties acknowledge that nothing in this clause 2.3(c)(vi) shall confer on any party any control over, or power to influence,

the exercise of voting rights attached to the Shares held by another party or by a Related Body Corporate of another party.

2.4 Failure of a Condition

If all Conditions have not been fulfilled or waived by 5.00pm on the End Date, then this agreement will automatically terminate at that time.

3. Sale and purchase

3.1 Sale and purchase

- (a) Subject to clause 2, the Seller agrees to sell (or to procure the sale) to the Buyer, and the Buyer agrees to buy, all the legal and beneficial title in the Shares on the Completion Date in consideration for the payment of the Purchase Price to the Seller.
- (b) The Shares must be sold to the Buyer:
 - (i) free from all Encumbrances;
 - (ii) with all rights attaching or accruing to the Shares on and from Completion; and
 - (iii) otherwise in accordance with the terms of this agreement.

4. Completion

4.1 Non-refundable Deposit

Once all the Conditions except for the Condition in clause 2.1(c) have been satisfied or waived, the Buyer agrees to pay to the Seller the sum of \$10,000,000 as a non-refundable Deposit and part payment of the Purchase Price.

4.2 Time and place

Subject to clause 2, Completion must take place at the Sydney offices of the Buyer's solicitors at 10.00am on the Completion Date or at such other place, time or date as the parties may agree.

4.3 Actions at Completion by Seller

On Completion the Seller must deliver to the Buyer a duly completed and executed transfer of all of the Shares in registrable form, in favour of the Buyer or an entity nominated by the Buyer in accordance with clause 2.3(c).

4.4 Actions at Completion by Buyer

On Completion, if the Seller complies in all material respects with his obligations under clause 4.3, an entity nominated by the Buyer in accordance with clause 2.3(c), or failing that the Buyer, must pay to the Seller the Purchase Price minus the sum paid as a Deposit.

4.5 At Completion

At Completion all actions required to be performed will be taken to have occurred simultaneously, and a delivery or payment is not taken as made until all deliveries and payments are made.

4.6 Title and risk

Title to and risk in the Shares:

- (a) remain with the Seller until Completion; and
- (b) pass to the Buyer on Completion.

5. Equal information waiver

The Seller and the Buyer acknowledge that, in connection with the transactions contemplated under this agreement, both have information about the Company which may not be publicly available information and have decided to proceed with the proposed transaction on and subject to the terms of this agreement. Specifically:

- (a) the Seller has disclosed to the Buyer that it is expected that the 2016 financial year results of the Company, on a pre-currency basis (that is, subject to foreign exchange fluctuations) and subject to any extraordinary items (such as costs of the Company relating to the transaction contemplated by this agreement), will be no more than 10% below the results for the prior corresponding period (on a pre-currency basis); and
- (b) the Buyer has disclosed to the Seller that it plans to provide significant game development and other intellectual property to the Company and work with the Company on a global distribution and marketing strategy after Completion and the Company's in principle support for that;

To the maximum extent permitted by law, each of the Seller and Buyer waives all rights, claims and remedies it may have against the other, whether under statute or common law or otherwise in connection with the purchase of the Shares to the extent any such right, claim or remedy relates to the possession by the other of the above information about the Company.

6. Costs of the Shareholder Approval

The Seller undertakes to the Buyer to pay all the Company's costs of convening and holding a general meeting of the Company for the purpose of seeking shareholders' approval for the transfer of Shares under this agreement in accordance with item 7 of section 611 of the Corporations Act. The Buyer agrees to pay to the Seller \$50,000 of those costs once the notice of meeting has been despatched to shareholders of the Company.

7. Warranties and representations

7.1 Representations and warranties of the Buyer

As at the date of this agreement and (unless specified otherwise) at all times until Completion, the Buyer represents and warrants to the Seller that each of the following statements is true, accurate and not-misleading:

- (a) **(body corporate)** the Buyer is a body corporate validly existing and duly established under the laws of its place of its organisation;
- (b) **(power)** the Buyer has full legal capacity and power to enter into this agreement and to perform its obligations under this agreement;
- (c) **(Authorisations)** the Buyer holds each Authorisation that is necessary or desirable to execute this agreement and to carry out the obligations that it contemplates;
- (d) **(document effective)** this agreement constitutes a legal, valid and binding obligation of the Buyer;
- (e) **(no contravention)** neither the Buyer's execution of this agreement nor the carrying out by the Buyer of the obligations it contemplates, does or will contravene any law to which the Buyer or any of its property is subject or any other order of any Government Agency that is binding on it or any of its property and will not result in a breach of the Buyer's constitution or any instrument or document to which the Buyer is a party or by which it is bound.

7.2 Representations and warranties of the Seller:

As at the date of this agreement and (unless specified otherwise) at all times until Completion, the Seller represents and warrants to the Buyer that each of the following statements is true, accurate and not-misleading:

- (a) **(body corporate)** in respect of Associated World Investments Pty Limited, the Seller is a body corporate validly existing and duly established under the laws of its place of its organisation;
- (b) **(power)** the Seller has full legal capacity and power to enter into this agreement and to perform its obligations under this agreement;
- (c) **(Authorisations)** the Seller holds each Authorisation that is necessary or desirable to execute this agreement and to carry out the obligations that it contemplates;
- (d) **(document effective)** this agreement constitutes a legal, valid and binding obligation of the Seller;
- (e) **(no contravention)** neither the Seller's execution of this agreement nor the carrying out by the Seller of the obligations that it contemplates, does or will:

- (i) contravene any law to which the Seller or any of its property is subject or any order of any Government Agency that is binding on it or any of its property;
- (ii) contravene any undertaking or instrument binding on the Seller or any of its property;
- (f) **(ownership, encumbrances)** either the Seller is, or a Related Entity of the Seller Controlled by the Seller is, the registered holder and sole legal owner of all of the Shares. The Seller will transfer (or will procure the transfer of) the full legal and beneficial ownership of the Shares free and clear of all liens, charges and security interests, claims, equities and pre-emptive rights, subject to registration of the transferee(s) in the register of shareholders of the Company. No person other than the Seller or his Related Entities has a relevant interest in the Shares;
- (g) **(Shares)** the Shares rank equally in all respects with all other issued ordinary shares of the Company;
- (h) **(no controller)** no receiver or receiver and manager or mortgagee in possession is currently appointed or acting in relation to any of the Seller's property; and
- (i) **(no possession of inside information)** as at the date of this agreement, the Seller is not in possession of any "inside information" (as defined in section 1042A of the Corporations Act) in relation to the Company or the Shares, except information disclosed in this agreement.

7.3 Reliance

- (a) The Buyer acknowledges that:
 - (i) at no time has the Seller or any person on their behalf, made or given any representation, warranty, promise or undertaking in respect of the future financial performance or prospects of the Company or otherwise, except to the extent any future financial performance or prospects of the Company have been publicly announced on ASX;
 - (ii) other than as set out in this agreement or as publicly announced on ASX, no representations, warranties, promises, undertakings, statements or conduct in respect of the future financial performance or prospects of the Company or otherwise have:
 - (A) induced or influenced the Buyer to enter into, or to agree to any terms or conditions of, this agreement;
 - (B) been relied on in any way as being accurate by the Buyer;
 - (C) been warranted to the Buyer as being true; or
 - (D) been taken into account by the Buyer as being important to its decision to enter into, or to agree to any or all of the terms of, this agreement;

- (iii) it has entered into this agreement after satisfactory inspection and investigation of the public disclosures of the Company; and
 - (iv) it has made, and it relies upon, its own searches, investigations, enquiries and evaluations in respect of the Company.
- (b) Each party who has given representations and warranties under this agreement to another party acknowledges that the other party has relied on those representations and warranties in entering into this agreement and will continue to rely on those representations and warranties in performing its obligations under this document.
- (c) Each party agrees that it will notify each other party promptly on becoming aware of a fact or circumstance which has caused or is reasonably likely to cause any representation or warranty made or given under this agreement to become untrue or incorrect at any time (to the extent that it is given at that time) before the Completion Date.

8. Confidentiality

8.1 Announcements

- (a) Any public announcement in connection with this agreement or a transaction contemplated by any of the foregoing must be agreed by the parties before it is made, except if required by applicable Law, a Government Agency or the rules of a recognised securities exchange.
- (b) Without limiting the clause 8.1(a), the Seller must, and must use reasonable endeavours to procure the Company to:
- (i) provide drafts of any public announcement concerning the transactions the subject of this agreement, to the Buyer for its comment; and
 - (ii) accept any reasonable comments provided by the Buyer,
- prior to release, including (without limitation) providing the notice of meeting and any explanatory memoranda released to ASX and despatched to shareholders of the Company for the purpose of calling a general meeting under Item 7 of section 611 of the Corporations Act;

8.2 Confidentiality

- (a) Each party (**Receiving Party**) must keep secret and confidential and must not divulge or disclose any information relating to another party or its business (which is disclosed to the Receiving Party by the other party, its representatives or advisers), this agreement or the terms of any transaction that is the subject of, or otherwise contemplated by, this agreement other than to the extent that:
- (i) it is required to perform its obligations pursuant to this agreement (including the disclosure of this agreement by the Seller to the Company);

- (ii) the information is in the public domain as at the date of this agreement or subsequently becomes in the public domain other than by breach of any obligation of confidentiality binding on the Receiving Party;
 - (iii) the Receiving Party is required (or in the case of the Seller, the Company is required) to disclose the information by applicable Law or the rules of any recognised securities exchange on which its shares or the shares of any of its Related Bodies Corporate are listed;
 - (iv) the disclosure is made by the Receiving Party to its financiers or lawyers, accountants, investment bankers, consultants or other professional advisers to the extent necessary to enable the Receiving Party to properly perform its obligations under this agreement;
 - (v) the disclosure is required for use in legal proceedings regarding this agreement or the transactions the subject of this agreement;
 - (vi) the party to whom the information relates has consented in writing before the disclosure; or
 - (vii) the disclosure is permitted by clause 8.1.
- (b) Each Receiving Party must ensure that its directors, officers, employees, contractors, agents, representatives and related entities comply in all respects with the Receiving Party's obligations under this clause 8.2.

8.3 PPSA confidentiality agreement

For the purposes of this clause 8, a reference to an announcement or disclosure being required by applicable Law does not include a requirement under section 275 of the PPSA, and the parties agree that this clause 8 is a "confidentiality agreement" of the kind referred to in section 275(6)(a) of the PPSA.

9. Termination

9.1 General

This agreement may be terminated:

- (a) by the Buyer on written notice to the Seller if the Seller fails to perform any of its obligations under this agreement and:
 - (i) the failure to perform is not capable of being cured; or
 - (ii) the failure to perform is capable of being cured and the Seller fails to cure the failure to perform within 15 Business Days of being notified in writing of the failure to perform by the Buyer; or
- (b) by the Seller on written notice to the Buyer if the Buyer fails to perform any of its obligations under this agreement and:

- (i) the failure to perform is not capable of being cured; or
- (ii) the failure to perform is capable of being cured and the Buyer fails to cure the failure to perform within 15 Business Days of being notified in writing of the failure to perform by the Seller.

9.2 Effect of termination

If this agreement is terminated under clauses 2.4 or 9.1 then, in addition to any other rights, powers or remedies provided by law:

- (a) each party will be released from its obligations to further perform this agreement other than clauses 8 and 12.1;
- (b) each party will retain any rights it has against any other in respect of any breach before termination; and
- (c) each party must do all acts and things at its own cost, including the execution of all such documents necessary, to reverse all actions done in accordance with this agreement.

10. Notices

10.1 Service of notices

Unless this agreement expressly states otherwise, a notice, demand, consent, approval or communication under this agreement (**Notice**):

- (a) must be in legible writing and in English, and signed by the sender or a person authorised by the sender;
- (b) must be directed to the addressee's address for notices (as specified in the Details, as varied by any Notice); and
- (c) may be given by hand delivery to the addressee's relevant address for notices.

10.2 Effective on receipt

A Notice given in accordance with clause 10.1 takes effect when received (or at a later time specified in it) and is taken to be received:

- (a) (by hand) if hand delivered to the addressee's address, on delivery,

but if the Notice is received outside Business Hours in the place of receipt, the Notice is taken to be received at the commencement of Business Hours after that receipt.

10.3 Process service

Any process or other document relating to litigation, administrative or arbitral proceedings in relation to this agreement may be served by any method contemplated by this clause 9 in addition to any means authorised by Law.

11. Use of Ainsworth name

11.1 Seller not to use Ainsworth name in any new undertaking

The parties acknowledge that the Company has established substantial goodwill in the name "Ainsworth" in relation to its business, and has registered, or applied to register, "Ainsworth" as a trade mark in many of the jurisdictions in which it or its Related Bodies Corporate carry on business. To protect that goodwill and those trade marks, and to minimise the prospect of any confusion arising, the Seller agrees with the Buyer that he will not:

- (a) permit his name to be used by any company, trust or other legal entity with which he is involved if that company, trust or legal entity:
 - (i) carries on business that is similar to or competitive with; or
 - (ii) has been established with the intention of carrying on a business that is similar to or competitive withany business of the Company or any of its Related Bodies Corporate; or
- (b) carry on business under his own name if that business is similar to, or competitive with, any business of the Company or any of its Related Bodies Corporate

unless the Company has given prior written permission.

11.2 Concepts for this clause

- (a) This clause 11 will not merge on Completion of this agreement, and will remain in effect for so long as:
 - (i) the Buyer or an entity nominated by the Buyer holds shares in the Company; and
 - (ii) the Company and its Related Bodies Corporate have not abandoned use of the "Ainsworth" name.
- (b) In this clause 11, "Involved" includes direct or indirect involvement as a principal, agent, partner, employee, shareholder, unitholder, director, trustee, beneficiary, manager, consultant, adviser, officer, contractor, joint venturer or financier.

12. General

12.1 Costs of this agreement

Except as expressly provided to the contrary in this agreement (including under clause 12.2), each party must pay its own costs in relation to preparing, negotiating, executing and performing its obligations under this agreement.

12.2 Duty

The Buyer must pay all duty (including stamp duty) in respect of the execution, delivery and performance of this agreement and any agreement or document entered into or signed under this agreement.

12.3 Further assurances

Each party must do, at its own expense, everything reasonably necessary to give full effect to this agreement and the transactions contemplated by it (including executing documents) and to use all reasonable endeavours to cause relevant third parties to do likewise.

12.4 Entire agreement

This agreement constitutes the entire agreement between the parties with respect to its subject matter and supersedes all prior agreements or understandings between the parties.

12.5 Variation

A variation of any term of this agreement must be in writing and signed by all the parties.

12.6 Assignment

Except as provided for in clause 4.3 and 4.4, no party may assign, novate or otherwise deal with any of its rights and obligations under this agreement without the prior written consent of each other party.

12.7 Approvals and consents

Except as otherwise expressly stated in this agreement, a party may, in its absolute discretion, give conditionally or unconditionally or withhold any approval or consent under this agreement.

12.8 Waiver

- (a) A waiver of a right under this agreement must be in writing and signed by the party giving the waiver.
- (b) The failure or delay of a party to enforce any term of this agreement will not waive the right of such party to enforce that term.

12.9 Governing law

This agreement is governed by, and is to be construed in accordance with, the Law in force in New South Wales, Australia. Each party submits to the non-exclusive jurisdiction of the courts of that State and courts of appeal from them in respect of any proceedings arising in connection with this agreement.

12.10 Prohibition and enforceability

- (a) Any provision of, or the application of any provision of, this agreement or any right, power, authority, discretion or remedy conferred by this agreement that is prohibited in any jurisdiction is, in that jurisdiction, ineffective only to the extent of that prohibition.
- (b) Any provision of, or the application of any provision of, this agreement that is void, illegal or unenforceable in any jurisdiction does not affect the validity, legality or enforceability of that provision in any other jurisdiction or of the remaining provisions in that or any other jurisdiction.

12.11 Relationship of parties

Except as otherwise expressly stated in this agreement, nothing in this agreement may be construed as creating a relationship of employment, partnership, of principal and agent or of trustee and beneficiary between the parties or any of them.

12.12 Remedies cumulative

Except as otherwise expressly stated in this agreement, the rights, powers and remedies provided in this agreement are cumulative with and not exclusive to the rights, powers or remedies provided by Law independently of this agreement.

12.13 Exercise of rights

Except as otherwise expressly stated in this agreement, a party may exercise a right at its discretion and separately or concurrently with another right.

12.14 No merger

Except as otherwise expressly stated in this agreement, the rights and obligations of the parties under this agreement do not merge on completion of any transaction contemplated by this agreement (including Completion).

12.15 Survival

Any warranty, indemnity or obligation of confidentiality in this agreement is independent and survives Completion and termination of this agreement. Any other term which by its nature is intended to survive Completion and termination of this agreement survives Completion and termination of this agreement.

12.16 Attorneys

Each person who signs this agreement on behalf of a party declares that he or she has no notice of the revocation or suspension by the grantor or in any other manner of the power of attorney under the authority of which he or she signs this agreement.

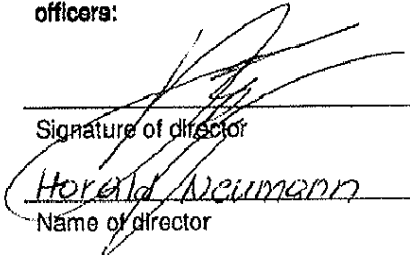
12.17 Counterparts

This agreement may be executed in counterparts. All executed counterparts together constitute one document.




Executed as an agreement

Executed by Novomatic AG by its authorised officers:



Signature of director
Harald Neumann

Name of director



Signature of director
Peter Stein

Name of director



Executed by Leonard H Ainsworth in the presence of:

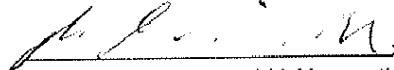


Signature of witness

MARK LUDSKI

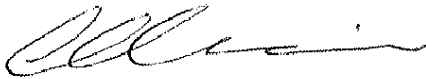
Name of witness

}



Signature of Leonard H Ainsworth

Executed by Leonard H Ainsworth as sole director of Associated World Investments Pty Limited:

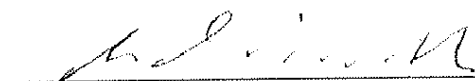


Signature of witness

MARK LUDSKI

Name of witness

}



Signature of Leonard H Ainsworth as sole director of Associated World Investments Pty Limited



Schedule 1 – Letter from the Board of the Company

[Ainsworth letterhead]

[Novomatic AG]

[Address]

Dear directors of Novomatic AG

The Board of Directors of Ainsworth Game Technology Limited (the "Company") refers to the share sale and purchase agreement dated [23 February 2016] entered into between Novomatic AG ("Novomatic") and Leonard Hasting Ainsworth ("Mr Ainsworth") ("SPA") where Mr Ainsworth has agreed to sell and Novomatic has agreed to purchase 172, 100,823 ordinary shares in the Company ("Sale Shares") ("Proposed Acquisition").

The Directors note that, under item 7 of Section 611 of the *Corporations Act 2001* (Cth) ("Corporations Act"), the Proposed Acquisition must be approved by a resolution passed at a general meeting of the Company where no votes are cast in favour of the resolution by Novomatic, Len or associates of each of them.

The independent Directors support the Proposed Acquisition and confirm their intention to:

- (a) by no later than 3 months after the date of the SPA, call and arrange to hold a general meeting of the Company to consider the resolution to approve the Proposed Acquisition in accordance with item 7 of section 611 of the Corporations Act, including allowing Novomatic to restrict the disposal of the Sale Shares from the date of the meeting until completion of the Proposed Acquisition;
- (b) in consultation with Novomatic and Mr Ainsworth, commission an independent expert's report from a top-tier independent corporate advisory or accounting firm, being one of Grant Samuel, PricewaterhouseCoopers, KPMG, EY or Deloitte;
- (c) consult with and take account of comments from Novomatic and Mr Ainsworth in making proper and full disclosure in the notice of meeting and accompanying explanatory material given to shareholders in accordance with item 7 of Section 611 of the Corporations Act and ASIC Regulatory Guide 74;
- (d) together with Mr Ainsworth, give to the Australian Securities Exchange a cleansing notice in compliance with section 708A(5)(e)(ii) of the Corporations Act (as amended by ASIC Class Order 08/25) in respect of the Proposed Acquisition;
- (e) make a unanimous recommendation to shareholders of the Company to vote in favour of the resolution to approve the Proposed Acquisition in the absence of a superior proposal and subject to the receipt of a satisfactory report from an independent expert from the perspective of the Company's shareholders; and
- (f) vote any shares they control, in favour of the transaction, in the absence of a superior proposal.

The intentions of the Board set out in this letter are subject to Novomatic not, until after completion of the Proposed Acquisition or termination of the SPA, Dealing (as defined in the SPA) with the Shares or acquiring any other shares in the Company other than as contemplated in the SPA.

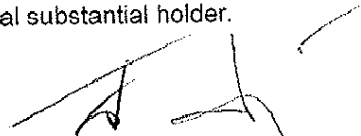
[Signed]

[Independent directors of the Company]



Annexure B

This is the Annexure marked 'B' of 9 pages referred to in the Notice of initial substantial holder.


.....
Maa Thomas D Name
GRAFACTO Presid
.....
C.O.
Title

Novomatic AG
25 February 2016

Novomatic Group

Name of Entity	Address
AbZorba Games Betriebsges.m.b.H	Zieglergasse 6/Stiege 3, 1070 Wien, Österreich
AbZorba Games UK Ltd.	c/o Fieldfisher, Riverbank House, 2 Swan Lane, EC4R 3TT London, Großbritannien
Admira d.o.o.	Save Kovacevica 1, 34000 Kragujevac, Serbien
ADMIRAL Casinos & Entertainment AG	Wiener Straße 158, 2532 Gumpoldskirchen, Österreich
Admiral Casinos S.A.	Carretera Nacional 340 Cádiz-Málaga, km 124, 11360 San Roque, Cádiz, Spanien
Admiral Club Ltd.	Astra House 1 Kingsway, CF31 3RY, Bridgend, Großbritannien
Admiral Entertainment S.r.l.	Via Galla Placidia 2, 47922 Rimini, Italien
Admiral Gaming Andaluca S.A.	Cl Mar no 5, Torremolinos, 29620 Málaga, Spanien
Admiral Gaming Network S.r.l.	Via Amsterdam 125, 00144 Rom, Italien
Admiral Hungaria Kft.	Fő u 186, 9352 Veszékény, Ungarn
Admiral Interactive S.r.l.	Viale Amsterdam 147, 00144 Rom, Italien
Admiral Play GmbH	Erkrather Straße 372, 40231 Düsseldorf, Deutschland
Admiral Slots S.A.	C/Galileo Galilei Nr. 28, 28806, Alcalá de Henares, Madrid, Spanien
Admiral Sports Betting (UK) Ltd. i. L.	Berkeley Square House, Berkeley Square, Mayfair, London, Großbritannien
Admiral Sportwetten GmbH	Novomatic Straße 5, 2352 Gumpoldskirchen, Österreich
Admiral Sportwetten GmbH	Adlerstraße 48-56, 25462 Rellingen, Deutschland
Admiralu Klubs SIA	Plienciema iela 12, Marupe, 2167 Rigas rajones, Lettland
Adria Gaming Vicenza S.r.l.	Via Roma 188/M, 36070 Castelvittorio (VI), Italien
Adriatic Game Sh.a.	Rr. "Murat Toptani", Eurocool Center, Kati 5-te, 1010 Tirana, Albanien
Aermatic Italia S.r.l.	Sona (VR) Via Val Di Stava 3, cap 37060, Italien
AGI Africa (PTY) Ltd.	675 Old Pretoria Road, Halfway House, 1685 Gauteng, Südafrika
AGI Argentina Limitada S.R.L.	San José no. 83, floor 3rd, C1076AAA, Ciudad Autonoma de Buenos Aires, Argentinien
AGI Gaming Colombia S.A.S.	Autopista Norte No 122-35, Edificio Mezco Oficina 102, Bogota, Kolumbien
AGI Hungária Kft.	Fő u 186, 9352 Veszkeny, Ungarn
AGI Namibia Gaming (PTY) Ltd.	61 Bismark Street, Windhoek, Namibia
AGI Namibia Properties (PTY) Ltd.	Plot Florahof, Sam Nujoma Drive, Klein Windhoek, Namibia
AGI NOVOMATIC TUNISIA, S.A.R.L.	Bureau A 1.1, 1er etage batiment A Immeuble Karray Rue Lac d'annecy les bergres du lac, 1053 Marsa, Tunesien
AGI Swaziland (PTY) Ltd.	2 King Sobhuza II Avenue, Matsapha Industrial Site, Mbabane, Swasiland
Airoline GmbH	Wiener Straße 158, 2352 Gumpoldskirchen, Österreich
AK COMET d.o.o. Zivinice	Raskrsce bb, Donje Dubrave, Zivinice, Bosnien und Herzegowina (Föderation)
Albaton Sh.p.k. i. L.	Rr. "Murat Toptani", Eurocool Center, Kati 5-te, 1010 Tirana, Albanien
Alea Investrom SRL	Calea Bucurestilor Nr. 275-277, Camera 22, Etaj 1, judet Ilfov,

	075100 Otopeni, Rumänien
Alfor SIA	Plienciema iela 12, Marupe, 2167 Rigas rajones, Lettland
Algast Gastronomie GmbH i. L.	Wiener Straße 158, 2352 Gumpoldskirchen, Österreich
Allstar S.r.l.	Via Johann Kravogl 2, 39100 Bozen, Italien
ALS Group OOO	Kondrat'yevsky prospect, 15, bld. 3, 195197 St. Petersburg, Russland
AMONIQ d.o.o. Zenica	Ul, Marsala Tita bb, Zenica, Bosnien und Herzegowina (Föderation BiH)
Astra Albania Sh.a.	Rr. "Murat Toptani", Eurocool Center, Kati 5-te, 1010 Tirana, Albanien
Astra Betting (One) Ltd.	Astra House 1 Kingsway, CF31 3RY Bridgend, Großbritannien
Astra Casino Gaming (One) Ltd.	Astra House 1 Kingsway, CF31 3RY Bridgend, Großbritannien
Astra Games Ltd.	Astra House 1 Kingsway, Bridgend Industrial Estate, CF31 3RY Bridgend,
Astra Gaming Group Ltd.	Astra House 1 Kingsway, Bridgend Industrial Estate, CF31 3RY Bridgend,
Austrian Gaming Industries GmbH	Wiener Straße 158, 2352 Gumpoldskirchen, Österreich
AuTec Automatenbetriebsgesellschaft m.b.H. i. L.	Sechtergasse 16, 1120 Wien, Österreich
Automaticos Surmatic S.L.	C/Galileo Galilei 28, 28806 Alcalá de Henares, Madrid, Spanien
Azarto Technika UAB	Pramones Str. 31, 61275 Alytus, Litauen
BAIH Beteiligungsverwaltungs GmbH	Universitätsring 14, 1010 Wien, Österreich
Beatya Online Entertainment p.l.c.	Vicenti Buildings 28/19 (Suite No. 86) Strait Street, 1432 Valletta, Malta
Bell Amusements Ltd.	Astra House 1 Kingsway, CF31 3RY Bridgend, Großbritannien
Bell-Fruit Games Ltd.	Astra House 1 Kingsway, CF31 3RY Bridgend, Großbritannien
Bell-Fruit Group Ltd.	Astra House 1 Kingsway, CF31 3RY Bridgend, Großbritannien
Bell-Fruit Services Ltd.	Astra House 1 Kingsway, CF31 3RY Bridgend, Großbritannien
Bet Master SRL	Calea Bucurestilor Nr. 275-277, Camera 11, Etaj 1, judet Ilfov, 075100 Otopeni,
BetCave Betting Solutions Ltd.	W Business Centre, Level 4, Triq Dun Karm, Birkirkara BKR 9033, Malta
BetMen Holding Ltd.	W Business Centre, Level 4, Triq Dun Karm, Birkirkara BKR 9033, Malta
BetMen Operations Ltd.	W Business Centre, Level 4, Triq Dun Karm, Birkirkara BKR 9033, Malta
Betware d.o.o. Belgrad	Djordja Stanojevic 12, 11070 Belgrade, Serbien
Betware DK ApS	Korsdalsvej 135, 2605 Brøndby, Dänemark
Betware ehf.	Holtasmara 1, 201 Kópavogur, Island
Betware Holding hf.	Holtasmári 1, 201 Kópavogur, Island
Betware S.L.U	Ribera Del Loira, 46, Campo de las Naciones, 28042 Madrid, Spanien
Bingoland S.r.l.	Via Galla, Placidia 2 Cap, 47922 Rimini, Italien
Bluebat Games Inc.	205-211 East Georgia Street, V6A 1Z6, Vancouver, British Columbia, Kanada
BPA Freizeit- und	Triebstraße 14, 80993 München, Deutschland

Unterhaltungsbetriebe GmbH	
Brasan Bros S.A.	C/Gaztambide 57, 28015 Madrid, Spanien
Brian Newton Leisure Ltd.	362C Dukesway, Team Valley Trading Estate, NE11 OPZ, Gateshead, Tyne
Buena Vista S.A.	Carretera a Masaya Kilometro 4, Contiguo al Total Gym, Managua, Nicaragua
Casino Admiral Holland B.V.	van Liemptstraat 16, 5145 RB Waalwijk, Niederlande
Casino Admiral Zeeland B.V.	van Liemptstraat 16, 5145 RB Waalwijk, Niederlande
Casino Deluxe Beteiligungsgesellschaft mbH I	Triebstraße 14, 80993 München, Deutschland
Casino Deluxe Beteiligungsgesellschaft mbH III	Triebstraße 14, 80993 München, Deutschland
Casino Deluxe Beteiligungsgesellschaft mbH IV	Triebstraße 14, 80993 München, Deutschland
Casino Entertainment GmbH & Co. KG	Johann-Justus-Weg 49-51, 26127 Oldenburg, Deutschland
Casino Entertainment Verwaltungs-GmbH	Johann-Justus-Weg 49-51, 26127 Oldenburg, Deutschland
Cervo Media GmbH	Burggasse 4, 8010 Graz, Österreich
CLS Beteiligungs GmbH	Goldschmiedgasse 3, 1010 Wien, Österreich
Conrad Spielautomaten GmbH	Vor der Bahn 2, 26345 Bockhorn, Deutschland
CP Asian Solutions Corp.	3/F Spring Cinema Building, Libertad COR P Burgos BRGY 060, Pasay City 1300, Philippines
Crown Gaming Mexico S.A. de C.V.	Monte Elbruz 132 Int. 804, 11570 Mexico City, Mexiko
Crown Gaming Paraguay S.A.	Eligio Ayala 1144, 2060 Asuncion, Paraguay
Crown Gaming S.A.C.	Calle Los Negocios 297, Lima 34, Lima, Peru
Crown Gaming Services Mexico S. de R.L. de C.V.	Monte Elbruz 132 Int. 804, 11570 Mexico City, Mexiko
Crown Technologies GmbH	Adlerstraße 48-56, 25462 Rellingen, Deutschland
CRVENO-CRNO d.o.o. Mostar	Kralja Petra Krešimira IV 1 L, 88 000 Mostar, Bosnien und Herzegowina (Föderation)
Crydata N.V.	E-Commerce Park, Vredenberg, Curacao
DHTCM DOOEL	50 Divizija 24a, 1000 Skopje, Mazedonien
Domino-Automaten-Betriebs-GmbH	Am Waldrand 31, 37154 Northeim, Niedersachsen, Deutschland
Eagle Investment Sh.a.	Rr. "Murat Toptani", Eurocool Center, Kati 5-te, 1010 Tirana, Albanien
Elam Group Electronic Amusement B.V.	van Liemptstraat 16, 5145 RB Waalwijk, Niederlande
Empire Games Ltd.	Astra House 1 Kingsway, CF31 3RY, Bridgend, Großbritannien
Ensco 961 Ltd.	Unit 17 Berkeley Court, Manor Park, Runcorn, Cheshire, WA7 1TQ, Großbritannien
Ensco 962 Ltd.	Unit 17 Berkeley Court, Manor Park, Runcorn, Cheshire, WA7 1TQ, Großbritannien
Eurocoin Gaming B.V.	van Liemptstraat 16, 5145 RB Waalwijk, Niederlande
Eurocoin Interactive B.V.	van Liemptstraat 16, 5145 RB Waalwijk, Niederlande
Euromat S.r.l.	Via Fresonara 24, 15062 Bosco Marengo (AL), Italien
Extra Games Entertainment GmbH	Theuerbach 30, 88630 Pfullendorf, Deutschland

Extreme Live Gaming Ltd.	Astra House 1 Kingsway, CF31 3RY, Bridgend, Großbritannien
Fenikss Slots SRL	Str. Stadionului, nr. 2, Complex Bartolomeu, et. 2, S10, biroul 1, Brasdov, Jud. Brasov, Rumänien
FMA s.r.o.	Heydukova 12, 81108 Bratislava, Slowakei
Funhouse Leisure Ltd.	Unit 17 Berkeley Court, Manor Park, Runcorn, Cheshire, WA7 1TQ, Großbritannien
Funhouse Leisure Sales Ltd.	Unit 17 Berkeley Court, Manor Park, Runcorn, Cheshire, WA7 1TQ, Großbritannien
Funstage Spielewebseiten Betriebsges.m.b.H.	Zieglergasse 6/Stiege 3, 1070 Wien, Österreich
G.A.M.E. SYS GmbH	Mariahilfer Straße 176, 1150 Wien, Österreich
Games Network Ltd.	Astra House 1 Kingsway, CF31 3RY Bridgend, Großbritannien
Gamestec Leisure Ltd.	Astra House 1 Kingsway, CF31 3RY Bridgend, Großbritannien
Gamestec Ltd.	Astra House 1 Kingsway, CF31 3RY Bridgend, Großbritannien
GesGiGames S.L.U.	Avda. Can Jofresa 69, 08223 Terrassa, Barcelona, Spanien
GiGames Norte S.L.	Calle Paduleta 55, 1015 Vitoria-Alava, Spanien
GiGames S.L.	Avda. Can Jofresa 69, 08223 Terrassa, Barcelona, Spanien
Giochi San Marino S.p.A.	Via del Voltone 23, 47890 San Marino, San Marino
Greentube (Gibraltar) Ltd.	Suite 23, Portland House, Gibraltar
Greentube Alderney Ltd.	Century House, 12 Victoria Street, GYF 3UF Alderney, Großbritannien
Greentube Canada Interactive Entertainment Corp.	1500 Royal Centre, 1055 West Georgia Street, V6E 4N7 Vancouver, British Columbia, Kanada
Greentube Internet Entertainment Solutions GmbH	Zieglergasse 6/Stiege 3, 1070 Wien, Österreich
Greentube Malta Ltd.	Cobalt House, Level 2, Notabile Road, Mriehel, Birkirkara BKR 3000, Malta
Gryphon Invest AG	Aargauerstraße 180, 8048 Zürich, Schweiz
Hirscher Moneysystems GmbH	Lange Straße 51, 29664 Walsrode, Deutschland
Hotel Carrera S.A.C.	Calle León Velarde 123, Lince, Lima, Peru
HP Automatenbetriebs GmbH	Theuerbach 30, 88630 Pfullendorf, Deutschland
HTL d.o.o. Sarajevo	Zelimir Vidovic Keli Nr. 21, 71000 Sarajevo, Bosnien und Herzegowina (Föderation)
HTL Kosovo Sh.p.k.	Rexhep Mala nr. 18, 10000 Prishtine, Republik Kosovo
HTL Makedonija DOOEL	50 Divizija 24a, 1000 Skopje, Mazedonien
HTL Montenegro d.o.o.	Studentska b.b., 81000 Podgorica, Montenegro
HTL Ukraine TOV	7 Golosiivska Street, Building 1, Room 263, 03039 Kiev, Ukraine
HTM Hotel und Tourismus Management GmbH	Wiener Straße 158, 2532 Gumpoldskirchen, Österreich
Ideal Entertainment GmbH	Stockenkamp 2, 27793 Wildeshausen, Deutschland
IgroTech-Import TOV	100/2 40-Richcha Zovtnya Avenue, 03127 Kiev, Ukraine
I-New Chile S.p.A.	Cerro el Plomo 5420, Oficina 903, 7561160 Santiago de Chile-Comuna da Las Condes,
I-New Colombia S.A.S.	Carrera 15, 93A-84, piso 6, Oficina 607, Business 93, Bogotá, D.C., Colombia
I-New Hungary Kft.	Köszegi út 5, 9400 Sopron, Ungarn
I-New Unified Mobile Solutions Africa (PTY) Ltd.	Block B Bradford House, 12 Bradford Road, Bedfordview, 2007 Gauteng, Südafrika

I-New Unified Mobile Solutions AG	Am Anger 1, 7210 Mattersburg, Österreich
I-New Unified Mobile Solutions S.A. de C.V.	Avenida Paseo da la Reforma 505 - Piso 32, Col. Cuauhtemoc, CP 06500, Mexiko D.F.
Inmobiliaria Rapid S.A.C.	Calle Los Negocios 297, Lima 34, Lima, Peru
Interigre d.o.o.	Hrvoja Custica 1/B, 23000 Zadar, Kroatien
Interinvest Holding SAL	Clemenceau Street 34, BBAC building, 3rd floor, Beirut, Libanon
Interlog SAL	Clemenceau Street 34, BBAC building, 3rd floor, Beirut, Libanon
Intertop SRL	Sectorul 6, Strada Corvinilor, Nr. 6, 030353 Bukarest, Rumänien
J. u. C. Schaaf Spielautomatenbetriebsges.m.b.H. i. L.	Inzersdorferstraße 100, 1100 Wien, Österreich
Juegos Automaticos Nacidos Para el Ocio S.L.	C/Gaztambide 57, 28015 Madrid, Spanien
JVH exploitatie B.V.	van Liemptstraat 16, 5145 RB Waalwijk, Niederlande
JVH gaming products GmbH	Bürgermeister-Schmidt-Straße 5, 51399 Burscheid, Deutschland
Kurhessische Spielbank Kassel/Bad Wildungen GmbH & Co. KG	Kurfürstengalerie Mauerstrasse 11, 34117 Kassel, Deutschland
Kurhessische Spielbank Kassel/Bad Wildungen Verwaltungs GmbH	Mauerstraße 11, 34117 Kassel, Deutschland
Kwik Tan Ltd.	Astra House 1 Kingsway, CF31 3RY Bridgend, Großbritannien Unit 17 Berkeley Court, Manor Park, Runcorn, Cheshire, WA7 1TQ, Großbritannien
Leisure Projects Ltd.	Unit 17 Berkeley Court, Manor Park, Runcorn, Cheshire, WA7 1TQ, Großbritannien
Loontjens Automaten B.V.	van Liemptstraat 16, 5145 RB Waalwijk, Niederlande
Löwen Entertainment GmbH	Saarlandstrasse 240, 55411 Bingen, Deutschland
LTB Beteiligungs GmbH	Universitätsring 14, 1010 Wien, Österreich
Luxury Leisure Holdings Ltd.	Astra House 1 Kingsway, CF31 3RY Bridgend, Großbritannien 362c Dukesway, Team Valley, Gateshead, Tyne & Wear, NE11 0PZ, Großbritannien
Luxury Leisure Ultd.	362c Dukesway, Team Valley, Gateshead, Tyne & Wear, NE11 0PZ, Großbritannien
MA Gaming DOOEL	50 Divizija 24a, 1000 Skopje, Mazedonien
Makoten DOOEL	Casino Flamingo Hotel GP Bogorodica, 1480 Gevgelija, Mazedonien
Masterbet DOOEL	3-ta Makedonska Brigada Blvd., No.BB-3 Floor, 1000 Skopje, Mazedonien
Mazooma Games Ltd.	Astra House 1 Kingsway, CF31 3RY Bridgend, Großbritannien
Mazooma Interactive Games Ltd.	Astra House 1 Kingsway, CF31 3RY Bridgend, Großbritannien
Mediteran Gaming d.o.o.	Schrottova 15, 10000 Zagreb, Kroatien
Millennium S.r.l.	Via Galla, Placidia 2 Cap, 47922 Rimini, Italien
MNA Gaming d.o.o.	Studentska b.b., 81000 Podgorica, Montenegro
MS&NS d.o.o.	Vardarska 1B, 21000 Novi Sad, Serbien
NB I Tecnologia E Servicos S.A.	Av. Luis Carlos Prestes, 180 - 3 Andar - Gr. 325, Barra da Tijuca, 22.755-055 Rio de Janeiro,
NMN Automatentechnik GmbH	Wiener Straße 158, 2352 Gumpoldskirchen, Österreich
Norddeutsche Spielbanken GmbH	Marlene-Dietrich-Platz 1, 10785 Berlin, Deutschland
Novo (Cambodia) Ltd.	Nr. 109 - 135, Street 144, Sangkat Phsar Kandal II, Khan Daun Penh, Phnom Penh, Cambodia
NOVO AI SINGAPORE PTE. Ltd.	4 Battery Road, Bank of China Building, 049908 Singapur, Singapur
Novo Gaming CR Ltda.	San Pedro, Barrio Los Yoses, Av.10, Calle 37, 111745-1000, San

	José, Costa Rica
Novo Gaming d.o.o.	Karlovačka Cesta 36b, 10020 Zagreb, Kroatien
Novo Gaming Development B.V.	van Liemptstraat 16, 5145 RB Waalwijk, Niederlande
Novo Gaming exploitatie B.V.	van Liemptstraat 16, 5145 RB Waalwijk, Niederlande
Novo Gaming GT Ltda.	9a. Ave. 14-78 Zona 10, Guatemala
Novo Gaming Honduras S. de R.L. de C. V.	Barrio los Andes, 5ta y 6ta Calle, 11 Ave. Edificio 32, San Pedro Sulas, Honduras
Novo Gaming Netherlands B.V.	van Liemptstraat 16, 5145 RB Waalwijk, Niederlande
Novo Gaming Services B.V.	van Liemptstraat 16, 5145 RB Waalwijk, Niederlande
Novo Immobilien GmbH	Saarlandstrasse 240, 55411 Bingen, Deutschland
Novo Immobilien Verwaltungsgesellschaft mbH	Saarlandstrasse 240, 55411 Bingen, Deutschland
Novo Invest Bulgaria EOOD	Blvd. "Zar Boris III" No 136, Etage 12, Bezirk Ovcha kupel, 1618 Sofia, Bulgarien
Novo Investment d.o.o.	Ulica partizanske avijacije nr. 4, 11000 Belgrad, Serbien
Novo Investment RO SRL	Calea Bucurestilor Nr. 275-277, Camera 3-6, Parter, judet Ilfov, 075100 Otopeni, Rumänien
Novo Lottery Solutions GmbH	Wiener Straße 158, 2352 Gumpoldskirchen, Österreich
Novo Lottery Solutions Iceland hf.	Holtasmári 1, 201 Kópavogur, Island
Novo Panama S. de R.L.	P.H. Bay Mall, Piso 3, Oficina 302, Bella Vista, Panama
Novo RS d.o.o.	Urosa Predica 1, 78000 Banja Luka, Bosnien und Herzegowina (Republik Srpska)
Novo VLTech GmbH	Wiener Straße 158, 2352 Gumpoldskirchen, Österreich
Novo VLTech Solutions SRL	Calea Bucurestilor Nr. 275-277, Camera 12-13, Parter, judet Ilfov, 075100 Otopeni, Rumänien
Novochile Ltda.	Cerro el Plomo 5931, Oficina 1611, Las Condes, 7561160 Santiago, Chile
Novogaming Vilnius UAB	Svitrigailos str. 16, 03223 Vilnius, Litauen
Novoloto OÜ	Ahtri 8, EE15078 Talin, Estland
Novoloto Vilnius UAB	Svitrigailos Str. 16, 3223 Vilnius, Litauen
Novomatic AG	Wiener Straße 158, 2532 Gumpoldskirchen, Österreich
Novomatic Americas Holdings Inc.	1050 E. Business Center Drive, Mount Prospect, 60056 Illinois, USA
Novomatic Americas Investments Inc.	1050 E. Business Center Drive, Mount Prospect, 60056 Illinois, USA
Novomatic Americas Real Estate LLC	1050 E. Business Center Drive, Mount Prospect, 60056 Illinois, USA
Novomatic Americas Sales LLC	1050 E. Business Center Drive, Mount Prospect, 60056 Illinois, USA
Novomatic Gaming Spain S.A.	C/Galileo Galilei Nr. 28, 28806, Alcala de Henares, Madrid, Spanien
Novomatic Holdings Chile Ltda.	Cerro el Plomo 5931, Oficina 1611, Las Condes, 7561160 Santiago, Chile
Novomatic Investments Chile S.A.	Cerro el Plomo 5931, Oficina 1611, Las Condes, 7561160 Santiago, Chile
Novomatic Italia S.p.A.	Via Galla Placidia 2, 47922 Rimini, Italien
Novomatic Italia Services S.r.l.	Via Galla Placidia 2, 47922 Rimini, Italien
Novomatic LatAm Holding S.L.U.	C/Galileo Galilei Nr. 28, 28806, Alcalá de Henares, Madrid,

	Spanien
Novomatic Perú S.A.C.	Calle Los Negocios 297, Lima 34, Lima, Peru
Novomatic UK Ltd.	Astra House 1 Kingsway, CF31 3RY Bridgend, Großbritannien
NWC NORD WEST CASINO Beteiligungs GmbH	Stockenkamp 2, 27793 Wildeshausen, Deutschland
NWC NORD WEST CASINO GmbH & Co. KG	Stockenkamp 2, 27793 Wildeshausen, Deutschland
Octavian de Argentina S.A.	San José no. 83, floor 3rd, C1076AAA, Ciudad Autonoma de Buenos Aires, Argentinien
Octavian SPb OOO	Vyborgskaya embankment, 61, Aquatoria Business Centre, office 254, 197342 St. Petersburg, Russland
Ostsee-Spielbanken GmbH & Co. KG i. L.	Mühlenstraße 2, 18439 Stralsund, Deutschland
Ostsee-Spielbanken Verwaltungsgesellschaft mbH i. L.	Tribseer Damm 76, 18437 Stralsund, Deutschland
Overlord Gaming S.L.	C/Galileo Galilei 28, 28806 Alcalá de Henares, Madrid, Spanien
Overlord Operadora S.L.U.	C/Galileo Galilei 28, 28806 Alcalá de Henares, Madrid, Spanien
Planeta IGR	Kalinovskogo 55, 220004 Minsk, Weißrussland
Platogo Interactive Entertainment GmbH	Sechskrügelgasse 10/17, 1030 Wien, Österreich
Playnation Ltd.	Unit 17 Berkeley Court, Manor Park, Runcorn, Cheshire, WA7 1TQ, Großbritannien
Play-Point Spielhallen- und Automatenbetriebsgesellschaft m.b.H.	Nienwohlder Straße 22, 23863 Bargfeld-Stegen, Deutschland
Recreatieprojecten Zeeland B.V.	van Liemptstraat 16, 5145 RB Waalwijk, Niederlande
RLMS Sales Ltd.	Astra House 1 Kingsway, CF31 3RY Bridgend, Großbritannien
RSA Gaming d.o.o.	Urosa Predica 1, 78000 Banja Luka, Bosnien und Herzegowina (Republik Srpska)
RSV Beteiligungs GmbH	Graben 21, 1010 Wien, Österreich
Ruta 777 Games S.L.	Avda. Can Jofresa 69, 08223 Terrassa, Barcelona, Spanien
S.A.L. Leisure Holdings Ltd.	Astra House 1 Kingsway, CF31 3RY Bridgend, Großbritannien
S.A.L. Leisure Ltd.	362c Dukesway, Team Valley, Gateshead, Tyne & Wear, NE11 0PZ, Großbritannien
Salones Macao S.L.	Calle Arapiles 5, 28015 Madrid, Spanien
Say:Hola! S.A.S.	Av 82 No. 12 18 ed to andina of 806, Bogotá D.C., Kolumbien
Sierra Machines S.A.C.	Calle Los Negocios 293, Lima 34, Lima, Peru
SIM Spielbanken Investitions- und Management GmbH	Otto Fleck-Schneise 8, 60528 Frankfurt am Main, Deutschland
SIM Spielbanken Investitions-, Beteiligungs- und Management GmbH & Co. KG	Otto-Fleck-Schneise 8, 60528 Frankfurt/Main, Deutschland
Slotclub Kft.	Fö u 186, 9352 Veszkeny, Ungarn
SM&SM d.o.o.	Vardarska 1B, 21000 Novi Sad, Serbien
smartspace GmbH	Am Anger 1, 7210 Mattersburg, Österreich
So What! s.r.o.	Heydukova 12, 81108 Bratislava, Slowakei
Sogeslot S.r.l.	Via Galla Placidia 2, 47922 Rimini, Italien
Spielbank Berlin Entertainment	Marlene-Dietrich-Platz 1, 10785 Berlin, Deutschland

GmbH & Co. KG	
Spielbank Berlin Entertainment Verwaltungs GmbH	Marlene-Dietrich-Platz 1, 10785 Berlin, Deutschland
Spielbank Berlin Gustav Jaenecke GmbH & Co. KG	Marlene-Dietrich-Platz 1, 10785 Berlin, Deutschland
Spielbank Berlin nationale Beteiligungen Verwaltungs GmbH	Marlene-Dietrich-Platz 1, 10785 Berlin, Deutschland
Spielbank Berlin nationale Beteiligungsgesellschaft mbH & Co. KG	Marlene-Dietrich-Platz 1, 10785 Berlin, Deutschland
Spielbank Berlin Verwaltungs GmbH	Marlene-Dietrich-Platz 1, 10785 Berlin, Deutschland
Spielbanken MV Bewerbergesellschaft GmbH & Co. KG	Wilhelm-Külz-Platz 2, 18055 Rostock, Deutschland
Spielbanken MV Bewerbergesellschaft Verwaltungs- GmbH	Wilhelm-Külz-Platz 2, 18055 Rostock, Deutschland
Stakelogic B.V.	De Regent 8, 5611 HW Eindhoven, Niederlande
Stakelogic Malta Ltd.	W Business Center, Level 4, Triq Dun Karm, Birkirkara BKR 9033, Malta
Swazi Lottery Trust (PTY) Ltd.	2 King Sobhuza II Avenue, Matsapha Industrial Site, Mbabane, Swasiland
Taxillus UAB	Antakalnio str. 37, 10312 Vilnius, Litauen
United Gaming Industries OOO	ul. Alekandra Newskogo, b. 238, 236009 Kaliningrad, Russland
Villox Group EOOD	Blvd. "Zar Boris III" No 136, Etage 12, Bezirk Ovcha kupel, 1618 Sofia, Bulgarien
VSGA UAB	Antakalnio str. 37, 10312 Vilnius, Litauen
Wett Cafe Betriebsgesellschaft m.b.H.	Karlauer Straße 43, 8020 Graz, Österreich
Wettpunkt International SRL	str. Intrarea Frumoasa nr. 4, etaj Demis, apt. 11, Bucuresti, Sector 1, Rumänien