

**DRAFT MERGER DEED THROUGH ABSORPTION**  
**of the company under the name "KESTREL INFORMATION SYSTEMS SOCIÉTÉ**  
**ANONYME" by the company "NEUROSOFT SOCIÉTÉ ANONYME SOFTWARE**  
**PRODUCTION"**

In Athens, today, July 2<sup>nd</sup>, 2014, Wednesday (day of the week), and in the offices of the company under the name "NEUROSOFT SOCIÉTÉ ANONYME SOFTWARE PRODUCTION", the present Draft Merger Deed through absorption is drawn up between the following companies, namely:

a) the company under the name "NEUROSOFT SOCIÉTÉ ANONYME SOFTWARE PRODUCTION" with the distinctive title "NEUROSOFT" and General Commercial Registry (G.E.MI) number 84923002000, headquartered in the Municipality of Maroussi, Attica, 32 Kifissias Avenue, represented herein by Mr. Nikolaos Vasilonikolidakis in accordance with Minutes of the Board of Directors dated 28.05.2014 and 01.07.2014 (hereinafter "the Absorbing Company")

b) the company under the name "KESTREL INFORMATION SYSTEMS SOCIÉTÉ ANONYME" with the distinctive title "KESTREL" and General Commercial Registry (G.E.MI) Number 000376201000, headquartered in the Municipality of Psychico, Attica, 340 Kifissias Avenue, represented herein by Messrs. Epaminondas Paschalidis and Vassileios Ioannidis in accordance with Minutes of the Board of Directors dated 28.05.2014 and 01.07.2014 (hereinafter "the Absorbed Company")

**the following was agreed, concluded and mutually accepted :**

By resolutions of the Boards of Directors of the Absorbed Company and the Absorbing Company dated 28.05.2014, the following was unanimously adopted: a) to commence immediately the merging procedure of the two companies through absorption of the second company by the first company, as mentioned above, pursuant to the provisions of articles 68 paragraph 2 and 69 -77a of Codified Law 2190/1920 as in force in conjunction with the provisions of Codified Law 2166/1993 (Articles 1-5), as applicable, the conditions of which the Absorbed Company meets,

b) to prepare the Merger Balance Sheets for the Absorbed Company, as defined by Law 2166/1993, dated 31.5.2014, and have their auditing assigned to Chartered Auditors - Accountants, who will draw up the relevant Assets Assessment Report of the

property assets of the company, pursuant to the provisions of article 71 Codified Law 2190/1920, and

c) to grant the above-mentioned legal representatives a special order and authorization in order for them to draw up and sign the Draft Merger Deed within the framework of the above resolutions pursuant to paragraph 2 Article 69 of Codified Law 2190/1920 as in force.

The aforementioned contracting companies and their Boards of Directors, as legally represented herein by their lawful proxies, namely Mr. Nikolaos Vasilonikolidakis for the first contracting company and Messrs. Epaminondas Paschalidis and Vassileios Ioannidis for the second contracting company, draw up hereby the "Draft Merger Deed" pursuant to article 69 par. 2 of Codified Law 2190/1920 as in force, through Absorption of the second contracting company by the first contracting company, the content of which is as follows:

**DRAFT MERGER DEED THROUGH ABSORPTION**  
**of the company under the name "KESTREL INFORMATION SYSTEMS SOCIÉTÉ ANONYME" by the company under the name "NEUROSOFT SOCIÉTÉ ANONYME SOFTWARE PRODUCTION"**

The two aforementioned companies, as legally represented herein, have decided to merge through absorption of the first company by the second company pursuant to the provisions of articles 68 par. 2 and 69 -77a of Codified Law 2190/1920, as in force, and the beneficial provisions of articles 1-5 of Codified Law 2166/1993 as in force. The Individual terms are as follows:

**1. ABSORBED COMPANY**

Form : Société Anonyme  
Name : "KESTREL INFORMATION SYSTEMS SOCIÉTÉ ANONYME"  
General Commercial  
Registry Number : **000376201000**  
Headquarters : Municipality of Psychico, Attica, 340 Kifissias Avenue

## 2. ABSORBING COMPANY

Form : Société Anonyme  
Name : "NEUROSOFT SOFTWARE PRODUCTION SOCIÉTÉ ANONYME"  
General Commercial  
Registry Number : 84923002000  
Headquarters : Municipality of Maroussi, Attica, 32 Kifissias Avenue

The term "**Merger**" herein means the absorption of the company under the name "KESTREL INFORMATION SYSTEMS SOCIÉTÉ ANONYME" by the company under the name "NEUROSOFT SOCIÉTÉ ANONYME SOFTWARE PRODUCTION". Merging companies means both contracting companies herein.

The aforementioned Merger will create a larger, unified entity which shall focus on two main areas of Business Activity particularly on Sports Betting/ Lotteries and Banking products, maintaining as well the existing ICT portfolio. This entity will be able to provide customized solutions in the above-mentioned areas, take advantage of cross-selling opportunities in Lotteries, Banking and Telecoms and allow the joint development of ICT Value Added Applications.

As a result of the Merger, both the international expansion of the aforementioned activities, as part of the exploitation of the new size of the new entity and the additional international representation offices footprints of the two companies, with particular emphasis on the acquisition of major projects on cyber defense, and the negotiating force regarding funding will be enhanced.

The Merger is finally expected to lead to an overall increase in the gross revenues of the companies, to the creation of a larger economic unit with the combination and expansion of services currently offered autonomously by the Merging Companies, and to cost reduction through synergies as well.

3. The Merger is completed following the entry of the approval decision of the competent supervisory authority for the Merger of the above-mentioned companies in the General Commercial Registry (G.E.MI). The decisions of the competent bodies of the Merging Companies, along with the definitive Merger Deed, which shall take the form of a notarial document, and the approval decision of the Merger by the competent

supervisory authority, will be submitted to the formalities of article 7b of Codified Law 2190/20 for each of the merging companies.

The Balance Sheet dated 31.5.2014 has been used as Merger Balance Sheet of the Absorbed Company.

The Absorbing Company proceeded to the drafting of the Balance Sheet on the same date the Merger Balance Sheet of the Absorbed Company was drawn up.

4. Upon completion of the Merger, the Absorbing Company is automatically substituted without any further formalities in accordance with Law (ipso jure), in all rights, obligations and legal relationships of the Absorbed Company and this transfer shall be treated as universal succession. Any trials of the Absorbed Company will be continued by the Absorbing Company needless of further formalities, considering that there is no forced stay of proceedings following the Merger. The Absorbed Company is dissolved without requiring its liquidation.

5. The Absorbed Company shall transfer all of its property (assets and liabilities) to the Absorbing Company, based on its property condition which appears in the Merger Balance Sheet of May 31<sup>st</sup>, 2014 and as it will be formed following the completion of the Merger. The Absorbing Company will become sole owner, possessor, tenant and beneficiary of any proprietary asset of the Absorbed Company.

6. The share capital, the number of shares and the nominal (par) value of the shares of the Merging Companies, are as follows:

**α)** “NEUROSOFT SOCIÉTÉ ANONYME SOFTWARE PRODUCTION”: Share capital €8,750,000.00, divided into 25,000,000 ordinary shares at a nominal (par) value of €0.35 each.

**β)** “KESTREL INFORMATION SYSTEMS SOCIÉTÉ ANONYME”: Share capital €682,027.82, divided into 232,774 ordinary shares at a nominal (par) value of €2.93 each.

7. The Absorbing Company holds 70% of the shares of the Absorbed Company, namely a total of 162,942 shares of the Absorbed Company, with an acquisition value of €700,000.00.

Therefore depreciation occurs due to perplexity of €700,000.00 from equity participation of the Absorbing Company at the amount of €477,420.06 of the contributed share capital of the Absorbed Company.

The share capital of the Absorbing Company increases due to the merger simultaneously and in parallel:

a) by the amount of the remaining contributed share capital of the Absorbed Company amounting to €204,607.76 and

b) will further increase as a result of capitalization to the purpose of rounding the nominal value of the shares, part of the share premium account of the Absorbing Company, at the amount of €0.14

**namely in total(a and b) by the amount of €204,607.90 .**

8. As a consequence of the above, the total amount of the (net) share capital increase of the Absorbing Company will be €204,607.90, and its total share capital will amount to €8,954,607.90, divided into 25,584,594 ordinary nominal (par value) shares with voting rights at a nominal value of €0.35 each.

Upon completion of the Merger the new shares will be issued by the Absorbing Company and they will be given to the shareholders of the Absorbed Company according to the following exchange ratio by crediting their accounts with dematerialized securities, all in accordance with the formalities designated by the competent bodies. The old shares of the Absorbed Company will be cancelled pursuant to specific Minutes of the Board of Directors of the Absorbing Company which will therefore be called.

9. Upon the completion of the Merger through absorption of the Absorbed Company by the Absorbing Company and under the overall net increase of the share capital of the Absorbing Company as described in the above paragraph, the participation ratio of the shareholders of the Merging Companies to the new share capital of the Absorbing Company, as resulting from the Merger, will be 98.44% for the shareholders of the Absorbing Company and 1.56% for the shareholders of the Absorbed Company. Consequently, regarding the new total share capital of the Absorbing Company, which amounts to €8,954,607.90, now divided into 25,584,594 ordinary nominal (par value) shares with voting rights, 25,184,594 shares will correspond to the shareholders of the

Absorbing Company and 400,000 shares to the shareholders of the Absorbed Company (except for those of the Absorbing Company).

**10.** From the date of the completion of the merger, the shares attributable to the shareholders of the Absorbed Company provide them with the right to participate in the profits of the Absorbing Company.

**11.** On the day following the Merger Balance Sheet, according to which the book value of assets of the Absorbed Company was established, namely from June 1<sup>st</sup>, 2014 and until the completion of the Merger of the aforementioned companies, actions taken by the Absorbed Company, shall be considered on behalf of the Absorbing Company. Following the completion of the Merger, as defined by law, these actions will be transferred through a centralized record into the books of the Absorbing Company.

**12.** Equally, all agreements or legal transactions carried out during the aforementioned period between the Absorbed Company and any third party (natural or legal person) will be continued by the Absorbing Company.

**13.** Shareholders of the Merging Companies are not entitled to special rights or hold securities other than shares.

**14.** There are no particular advantages for the members of the Boards of Directors or the Statutory Auditors of the Merging Companies, nor are they provided by their Articles of Association or by the decisions of the General Meetings or by the Merger.

**15.** All other rights, intangible assets, claims or other assets of the Absorbed Company are transferred to the Absorbing Company even if they are not specifically named or described in detail in this agreement, either by omission or oversight, as well as all permissions granted by the authorities, and rights or legal relations arising from any other relevant agreement or legal transaction. All of the above, following the legal completion of the Merger, are transferred with full ownership to the Absorbing Company.

**16.** The Absorbed Company states, promises and assures that:

a) Its property as a whole (assets and liabilities), as of 31<sup>st</sup> May 2014, is as stated in its balance sheet dated 31.05.2014, in which the assets contributed, transferred and delivered to the Absorbing Company appear, b) Contributed assets are fully owned by the Absorbed Company and they are free of any real and legal deficiencies, and the liabilities come to the amounts listed in the above-mentioned balance sheet.

**17.** The Absorbing Company declares that it accepts the contribution of the assets and liabilities of the Absorbed Company, as stated in its balance sheet dated 31.05.2014 and as they will have changed until the completion of the Merger. These property assets will be part of the assets and liabilities of the Absorbing Company.

**18.** All shareholders of the Merging Companies will have the right, one month before the date on which the General Meeting is called to decide upon the Draft Merger Deed, to consider the documents defined in Article 73 of Codified Law 2190/1920.

**19.** The present agreement is subject to the approval of the Merger by the General Meetings of the Merging Companies and the receipt of required under the law permits and approvals of the competent authorities, as defined by Law 2166/1993 and Codified Law 2190/1920.

In witness whereof, this Draft Merger Deed was drawn up and signed by the legal representatives of the Merging Companies

for

“NEUROSOFT SOFTWARE PRODUCTION SOCIÉTÉ ANONYME”

for

"KESTREL INFORMATION SYSTEMS SOCIÉTÉ ANONYME"