

**NOTICE OF WARRANT EXERCISE (FOUNDER WARRANTS)**

Reference is made to the exercise of Warrants issued by FL Entertainment N.V. as described in the Warrant T&Cs. Capitalized terms used, but not defined herein, have the meaning ascribed to them in the Warrant T&Cs.

**Request to Exercise**

The undersigned (the "**Warrant Holder**"):

Name:	
Address:	
Email:	
Telephone number:	

Hereby requests to exercise:

\_\_\_\_\_ Founder Warrants

and to receive

\_\_\_\_\_ Ordinary Shares (ISIN: NL0015000X07)\*,

with the trade date being \_\_\_\_\_

and the (proposed) settlement date being \_\_\_\_\_ ,

upon surrendering the Warrants and the payment in full of the Warrant Price and all applicable taxes in accordance with Warrant T&Cs.

The aggregate Warrant Price is \_\_\_\_\_ EUR (in case of an exercise on a non-cashless basis)

\*Number of Ordinary Shares: The number of Ordinary Shares a Warrant Holder of Founder Warrants will receive upon exercise of its Founder Warrants is determined in accordance with Section 3.1 of the Warrant T&Cs. In the event that Founder Warrants are exercised on a cashless basis pursuant to subsection 3.3.1(a) of the Warrant T&Cs, the number of Ordinary Shares a Warrant Holder will receive upon exercise of its Founder Warrants is determined in accordance with subsection 3.3.1(a) of the Warrant T&Cs.

**Custodian details**

Please fill in below the details of the account to which the Ordinary Shares should be delivered:

Custodian (name of the financial institution):	
Account number with Custodian:	

Registration number (correspondent bank) at ESES (EGSP):	
Swift address (correspondent bank):	
Contact person at Custodian (name, email and telephone number):	

**Representations and Warranties**

The Warrant Holder represents and warrant to the Warrant Agent and the Company that:

- a) the Warrant Holder has full title to the Warrants and there is no encumbrance or agreement, arrangement or obligation to create or given an encumbrance in relation to any of the Warrants;
- b) there is no agreement, arrangement or obligation requiring the transfer or the grant to a person of the right (conditional or not) to require the transfer of the Warrants;
- c) the exercise is permitted in the jurisdiction of the Warrant Holder;
- d) the Warrant Holder understands that the Ordinary Shares to be received upon exercise of the Warrants have not been, and will not be, registered under the United States Securities Act of 1933 (the “Securities Act”) or with any state or other jurisdiction of the United States, and may not be offered or sold in the United States absent registration or pursuant to an exemption from the registration requirements under the Securities Act;
- e) no portion of the assets used by the Warrant Holder to purchase, and no portion of the assets used by such investor to hold, the Ordinary Shares or any beneficial interest therein received upon exercise of the Warrants constitutes or will constitute the assets of (i) an “employee benefit plan” that is subject to Part 4 of Subtitle B of Title I of ERISA, (ii) a plan, individual retirement account or other arrangement that is subject to section 4975 of the U.S. Tax Code, (iii) entities whose underlying assets are considered to include “plan assets” of any plan, account or arrangement described in preceding clause (i) or (ii), or (iv) any governmental plan, church plan, non-U.S. plan or other investor whose purchase or holding of the Ordinary Shares would be subject to any state, local, non-U.S. or other laws or regulations similar to Part 4 of Subtitle B of Title I of ERISA or section 4975 of the U.S. Tax Code or that would have the effect of the regulations issued by the U.S. Department of Labor set out at 29 CFR section 251 0.3-1 01, as modified by section 3(42) of ERISA; and
- f) any sale, transfer, assignment, novation, pledge or other disposal of the Ordinary Shares issued or delivered upon exercise of the Warrants made other than in compliance with such laws and the above-stated restrictions will be subject to the forfeiture and/or compulsory transfer provisions as provided in the articles of association of FL Entertainment N.V.

As of the date hereof, the Warrant Holder either (i) is not resident or located in the United States and is a professional client as defined in point (10) of Article 4 of Directive 2014/65/EU or (ii) is located in the United States, in which case the Warrant Holder represents and warrants to the Warrant Agent and the Company that:

- a) the Warrant Holder is a qualified institutional buyer as defined in Rule 144A of the Securities Act (“**QIB**”) and is acquiring the Ordinary Shares for its own account or for the account of a QIB. If the Warrant Holder is acquiring the Ordinary Shares for the account of one or more QIBs, the Warrant Holder represents that it has sole investment discretion with respect to each such account and that the Warrant Holder has full power to make the foregoing acknowledgements, representations, warranties and agreements on behalf of each such account;
- b) the Warrant Holder is exercising the Warrants and acquiring the Ordinary Shares for investment purposes only and not with a view to distribution or resale, directly or indirectly, in the United States or otherwise in violation of United States securities laws;
- c) the Warrant Holder is not exercising the Warrants and acquiring the Ordinary Shares as a result of any “general solicitation or general advertising” (within the meaning of Rule 502(c) under the Securities Act) or any “directed selling efforts” (as defined in Regulation S under the Securities Act (“**Regulation S**”));
- d) the Warrant Holder understands that the Ordinary Shares may not be reoffered, resold, pledged or otherwise transferred except (i) in an offshore transaction in accordance with Rule 903 or Rule 904 of Regulation S to a person outside the United States, (ii) pursuant to another available exemption from the registration requirements of the Securities Act or (iii) pursuant to an effective registration statement under the Securities Act, in each case in accordance with applicable securities laws of any state of the United States;
- e) the Warrant Holder understands that the Ordinary Shares may be “restricted securities” as defined in Rule 144(a)(3) under the Securities Act and, if the Ordinary Shares are “restricted securities”, the Warrant Holder shall not deposit such Ordinary Shares in any unrestricted depository facility established or maintained by a depository bank, unless and until such time as the Ordinary Shares are no longer “restricted securities” within the meaning of Rule 144(a)(3) under the Securities Act;
- f) the Warrant Holder (including any account for which it is acting) is capable of evaluating the merits and risks of its investment and is assuming and is capable of bearing the risk of loss that may occur with respect to the Ordinary Shares, including the risk that it may lose all or a substantial portion of its investment; and
- g) the Warrant Holder satisfies any and all standards for investors in investments of the type subscribed for herein imposed by the jurisdiction of its residence and any other applicable jurisdictions.

### **Instructions for Completion**

A Warrant Holder may request to exercise its Warrants in accordance with the Warrant T&Cs by sending this notice to ABN AMRO Bank N.V. (see contact details below) who will receive this notice as Warrant Agent on behalf of the Company.

Simultaneously with sending this notice to ABN AMRO Bank N.V., the Warrant Holder shall:

- transfer the number of Founder Warrants requested to exercise in accordance with the Warrant T&Cs; and
- in case of an exercise on a non-cashless basis, pay the Warrant Price and any and all applicable taxes

due by transferring the required funds to IBAN NL51ABNA0524711054 in name of As Exchange Agency.

The date of exercise of the Warrants shall be the date on which the last of the abovementioned conditions is met (the "**Exercise Date**"). Settlement of Ordinary Shares as a result of the exercise of the Warrants shall take place on a 'delivery-versus-payment' basis. The delivery of the Ordinary Shares will take not more than ten Trading Days after the Exercise Date.

**Contact details**

ABN AMRO Bank N.V. – Warrant Agent  
ABN AMRO Corporate Broking & Issuer Services  
Email: as.exchange.agency@nl.abnamro.com

This notice form was executed in \_\_\_\_\_ on \_\_\_\_\_.

\_\_\_\_\_

Name:  
Name authorized representative:  
Date: