

Cessation of Directorship Section 430(2B) Statement

The following information is provided by Game Digital plc (the "Company") in accordance with section 430(2B) of the Companies Act 2006 (the "Act").

On 23 January 2018, Mark Gifford ceased to be a director of the Company, having agreed to step down from his role as Chief Financial Officer.

On 13 February 2018, Mr Gifford and the Company agreed to the terms of a Settlement Agreement (the "Agreement") whereby his employment would end on the earlier of 30 March 2018 and the expiry of one week's notice in writing served by the Company on Mr Gifford at any time after 14 February 2018 (the "Termination Date"). Pursuant to the Agreement:

- Mr Gifford's normal salary and benefits will be provided in accordance with normal practice up to the Termination Date.
- Mr Gifford is entitled to a conditional payment, in lieu of six months of his notice period, totalling £207,884.21 (payable in the month after the Termination Date). This payment is in respect of his salary, car allowance, pension and insured benefits for his notice period, and is subject to the deduction of income tax and national insurance contributions. If Mr Gifford finds alternative employment prior to the expiry of the 6 month period commencing on the Termination Date he will repay to the Company in mitigation an amount equivalent to the net remuneration earned from his new employment up to the value of the payment in lieu of notice received from the Company in respect of the same period.
- Other relevant costs associated with termination include a compensation payment of £82,000 (payable in the month after the Termination Date).
- No outplacement costs are being paid.
- Mr Gifford will receive no pro-rated payment in relation to the 2017/18 Annual Bonus.
- Mr Gifford's May 2016 and October 2016 Long Term Incentives awarded under the Game Digital plc Performance Share Plan will lapse on his Termination Date.
- Mr Gifford's November 2017 nil cost share option award under the Game Digital plc Performance Share Plan (the "Award") will vest on the Termination Date, as to 658,000 nil cost share options, with the balance of the Award lapsing. This is on the basis that the Company's remuneration committee considered that the TSR target (to which 80% of the Award is subject), should vest in full and the EPS target (to which 20% of the Award is subject) should vest as to 70%. Options that vest under the Award will remain exercisable for six months from the later of Mr Gifford's Termination Date, or the date at which Mr Gifford's knowledge of confidential information no longer amounts to unpublished price sensitive information which may prevent him from lawfully exercising his Awards.
- The Company will make a contribution towards Mr Gifford's legal fees of up to £2,000 plus VAT in obtaining advice on the Agreement.